AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2020

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D. 4216 Venado Drive Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson c/o: Sheriff Robert Chody Williamson County Sheriff's Office 508 Rock Street Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

B. To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2020 and ending on midnight of September 30, 2021 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:
Williamson County, Texas Bill Gravell Jr. Bill Gravell Jr. (Sep 1, 2020 14:16 CDT)
Bill Gravell, Jr.
Williamson County Judge
PROVIDER:
Adam Barta, M.D.
By: Adam Barta, M.D.
Printed Name:Adam Barta, M.D.
Representative Capacity:Individual

Agenda item #35, 09.01.2020, Jail Medical Services, Dr. Barta

Final Audit Report 2020-09-01

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