

FIRST AMENDMENT TO JUVENILE ON-SITE MEDICAL SERVICES CONTRACT

This First Amendment to the Juvenile On-Site Medical Services Contract (this "**Amendment**"), is entered into effective as of _____, 202__ (the "**Amendment Effective Date**") by and between Acclaim Physician Group, Inc. ("**Provider**"), and Tarrant County, Texas ("**County**"). Each of County and Provider are a "**Party**" and are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into that certain Juvenile On-Site Medical Services Contract, effective September 1, 2022 (the "**Contract**"), pursuant to which Provider provides certain medical services to County's Juvenile Detention Center (the "**Center**");

WHEREAS, County also has a need for additional non-physician, clinical staff from time to time, including, but not limited to, nurses ("**Clinical Staff**"), to provide certain care at the Center;

WHEREAS, Provider has the ability to provide such Clinical Staff to County through Provider's arrangements with staffing agencies and/or Tarrant County Hospital District d/b/a JPS Health Network ("**JPS**") and JPS's arrangements with staffing agencies;

WHEREAS, County previously requested and agreed to pay for Clinical Staff, and Provider has provided, and continues to provide, Clinical Staff since the Effective Date of the Contract; but, due to a scrivener's error, the services of Clinical Staff were not specified in the Contract; and

WHEREAS, the Parties desire to amend the Contract to reflect that Provider will provide County's Center with Clinical Staff, and that County will reimburse Provider or JPS for the provision of such Clinical Staff already provided and during the remaining term of the Contract.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENTS

1. **Additional Service.** Section 1 of the Contract is amended by adding a new Subsection 1.1-A to read as follows:

1.1-A Make available to County certain non-physician, clinical staff, including, but not limited to, registered nurses or licensed vocational nurses ("**Clinical Staff**"), as requested by County, which Clinical Staff may be provided through Provider's arrangements with staffing agencies and/or Tarrant County Hospital District d/b/a JPS Health Network's ("**JPS**") staffing agencies.

2. **Compensation for Additional Service.** Section 4 of the Contract is amended by adding a new Subsection 4.2 to read as follows:

4.2 The County shall be responsible for the full cost of any Clinical Staff provided by Provider at County's request, and County shall pay such cost for the Clinical Staff in accordance with any invoice for such Clinical Staff presented by Provider or JPS. At Provider's direction, the County will remit payment directly to JPS, or, alternatively, will reimburse Provider for any such Clinical Staff costs paid by Provider to JPS for Clinical Staff utilized by County.

3. **Independence of Clinical Staff.** Section 9 of the Contract is amended by adding the following sentence to the end of Section 9:

Any staffing agency and/or Clinical Staff is an independent contractor of Provider and is not an agent of Provider or County. This Contract does not entitle a staffing agency or Clinical Staff to any benefit, privilege, or other amenities of employment with the County or Provider. Provider is not responsible for the Clinical Staff, and Provider does not direct the Clinical Staff in the details of performing their duties, except as it relates to Provider's supervision of the on-site medical services.

4. **Compensation for Additional Service.** Section 26 of the Contract is amended by adding a new Subsection 26.12 to read as follows:

26.11 PROVIDER hereby represents and warrants the following:

26.11.1 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Provider verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001 (1) of the Texas Government Code.

26.11.2 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Provider warrants and represents that: (1) neither Provider nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Provider nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Provider nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organization" is defined in Section 2270.0152 of the Texas Government Code. Provider further represents and warrants that neither Provider nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

26.11.3 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Provider verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

26.11.4 **Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code

(added by 87th Legislature, S.B. 19), Provider verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 227 4.001 (3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

S. **Compliance with Laws.** Section 31, below, is hereby added to the Contract:

31. COMPLIANCE WITH LAWS. In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

- T. **Payment of Past Invoices for Clinical Staff.** Attached hereto on Exhibit A are the invoices to date for Clinical Staff provided by Provider to County, and for which County agrees to remit reimbursement through September 30, 2023. *County may direct any questions about payment of such invoices to Leeman Tennison at 817-702-8829.*
- U. **No Other Changes.** Except as specifically modified herein, all of the terms, covenants and conditions of the Contract are hereby affirmed and remain in full force and effect. Capitalized terms not defined herein shall have the meaning ascribed to them in the Contract.
- V. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one agreement binding on the Parties. Facsimile and electronic signatures shall be treated as original signatures.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the undersigned duly authorized representatives of County and Provider have executed this Amendment on the dates set forth below their signatures to be effective as of the Amendment Effective Date.

COUNTY
TARRANT COUNTY
STATE OF TEXAS

By: Bennie McShane
Name: Bennie McShane
Date: 8/17/23

PROVIDER
ACCLAIM PHYSICIAN GROUP, INC.


By: Nadia Alawi-Kakomanolis, MD
Name: Nadia Alawi-Kakomanolis
Date: 08/17/2023

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the _____ day of _____, 2023, by Commissioners Court Order Number _____.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
Tarrant County Judge
100 E Weatherford St., Fort Worth, TX 76196


8/16/2023
Susan McCoy
Juvenile Board Chairman
100 N Calhoun, Fort Worth, TX 76196

CERTIFICATION OF AVAILABLE FUNDS
NOT TO EXCEED : \$ 430,000

10000-2023/2610410000/576632

APPROVED AS TO FORM:



Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.