



## Contract Amendment Ten (10)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor:	<u>Dr. James Shupe</u>	Effective Date	<u>10/1/2020</u>
	<u>5984 Edinburg</u>	Contract No.	<u>07335-10</u>
	<u>Plano, TX 75093</u>		
		Contract	<u>Physician Services, Dr. Shupe</u>

Awarded by Court Order No.:	<u>2010-826-10-11</u>
Contract Amendment Court Order No. 1	<u>2011-507-08-01</u>
Contract Amendment Court Order No. 2	<u>2012-407-07-09</u>
Contract Amendment Court Order No. 3	<u>2013-457-07-08</u>
Contract Amendment Court Order No. 4	<u>2014-723-10-14</u>
Contract Amendment Court Order No. 5	<u>2015-563-08-24</u>
Contract Amendment Court Order No. 6	<u>2016-880-11-14</u>
Contract Amendment Court Order No. 7	<u>2017-476-07-10</u>
Contract Amendment Court Order No. 8	<u>2018-510-06-25</u>
Contract Amendment Court Order No. 9	<u>2019-669-08-19</u>
Contract Amendment Court Order No. 10	<u>2020-944-09-28</u>

### YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- Extension of agreement at the same terms and conditions for a one (1) year period as provided for in Section 1 of the contract documents. Agreement shall be in effect from October 1, 2020 through and including September 30, 2021.
- Change to Section 3 of the original agreement to read as follows (bold text indicates changes):  
Section 3- Services  
Dr. Shupe agrees to be available and to provide the services of **examining and evaluating patients in confinement, constructing written Certificates of Medical Examination for prospective patients in confinement, evaluating proposed mental health patients, reviewing their medical records and mental health history prior to trial, and giving expert testimony concerning their need or lack of need for Court Ordered Mental Health Treatment, and the need or lack of need for Court Authorization to Administer Psychoactive Medications forty-eight (48) weeks per year.** Dr. Shupe will designate, with reasonable notice, **four (4) weeks per year** when he will not provide such services.
- Change to Section 5 of the original agreement to read as follows (bold text indicates changes):  
Section 5- **Fees for Services**  
The County will pay Dr. Shupe for the services provided under this agreement a **rate of \$250 per patient examined in confinement beginning October 2020, and a rate of \$6,000.00 per month beginning October 2010.**
- Addition of the following:  
Section 15- Force Majeure  
No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

James Shupe (Print Name)

5984 Edinburg  
Plano, TX 75093

SIGNATURE

TITLE:

DATE:

MD PA  
09/13/2020

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

DocuSigned by:  
Michalyn Rains  
790223032884011  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: 9/30/2020