

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Sheriff Adam King TODAY'S DATE: June 25, 2021

DEPARTMENT: Johnson County Sheriff's Office - Jail

SIGNATURE OF DEPARTMENT HEAD: *Adam King*

REQUESTED AGENDA DATE: July 12, 2021

SPECIFIC AGENDA WORDING:

Consideration to Approve Agreement between Johnson County and Jail Psych Doctor, Erica Swicegood, MD.

COMMISSIONERS COURT

JUL -9 2021

Approved

PERSON(S) TO PRESENT ITEM:

Sheriff Adam King / Captain David Blankenship

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5
(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

**MENTAL HEALTH CONSULTING AGREEMENT
FOR JOHNSON COUNTY, TEXAS**

This Mental Health Consulting Agreement for Johnson County, Texas (hereinafter referred to as the "Agreement"), is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas, whose address is 2 North Main Street, Cleburne, Texas 76033 (hereinafter referred to as "County") and Erica Swicegood, MD, whose address is 2201 Civic Circle, Ste 9 Amarillo, TX 79109 J (hereinafter referred to as the "Consultant"), individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS, County operates and manages the Johnson County Jail (hereinafter referred to as the "Facility") located at 1800 Ridgemar Ave., Cleburne, Texas 76031; and

WHEREAS, on occasion inmates housed in the Facility require psychiatric care and monitoring; and

WHEREAS, Consultant agrees to provide psychiatric services on behalf of the County for inmates housed at County's Facility:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.

Services Provided. Consultant agrees to provide the following psychiatric services on behalf of the County for inmates housed at County's Facility:

- a. To provide consultation to the Mental Health Providers via telemedicine and/or onsite.
- b. To provide medication management to inmates on psychotropic medication.
- c. To provide advice and recommendations concerning the care and treatment of inmates evaluated.
- d. To be available for consultation for psychiatric emergencies.
- e. To prepare necessary reports and maintain records as required by state law and relevant regulatory agencies.

2.

Term. This Agreement shall begin September 1, 2021 and shall terminate on September 30, 2022. This Agreement shall automatically renew for an additional one-year period on the first day of October of 2022 and on the first day of October of each succeeding year. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to date of termination.

3.

Costs of Service. The hourly costs of services are \$220.00 per hour. The Consultant shall invoice the County monthly for services rendered and payment shall occur within thirty (30)

days of receipt of invoice. In no event shall the Consultant provide any additional services or contact any individual, governmental or quasi-governmental entity on behalf of or in the name of the County without the prior written consent of the County. Consultant may designate another qualified medical professional as a substitute to perform Consultant's duties regarding this Agreement if Consultant is unable to perform Consultant's psychiatric services due to illness, injury, vacation or other circumstances that prevent Consultant's ability to provide psychiatric services for inmates housed at the Facility. The Parties understand and agree that a substitute medical professional for psychiatric services for a total of four (4) weeks per year is reasonable. Any substitute medical professional must have medical malpractice insurance in the amounts set forth in paragraph 7 below and must agree to be bound by the terms of this Agreement. Consultant will be responsible for invoicing on behalf of the substitute.

4.

Independent Contractor. The Parties acknowledge and agree that the Consultant's relationship with the County is that of an independent contractor. Consultant shall have control over the details, methods, procedures and practices required to provide psychiatric care and monitoring. No partnership, joint venture or other relationship shall be construed as a result of this Agreement.

5.

Qualifications. The Consultant under this Agreement must at all times during the term of this Agreement be duly licensed in the State of Texas. A copy of Consultant's professional license is attached to this Agreement as **Exhibit "A"**.

6.

Confidentiality. The Consultant must at all times, both during and after termination of this Agreement, maintain in confidence any fact or information that was disclosed to or developed by the Consultant during the course of performing services for the County and is not generally available to the public.

7.

Records. Upon termination of the Consultant's relationship with the County, any property of the County which may be in the Consultant's possession including materials, memoranda, notes, records, reports, or other documents or photocopies shall be delivered to the County no later than seven (7) days after the effective date of termination of this Agreement.

8.

Insurance. Consultant shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement.

- a. Medical Professional Liability Insurance with limits of not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars

\$1,000,000.00 in the aggregate, for coverage of allegations resulting, in whole or in part, from malpractice of Consultant.

- b. Said certificate(s) of insurance shall have a provision wherein the coverage described herein shall not be canceled, terminated or otherwise modified without at least thirty (30) days prior written notice having been provided to County.
- c. Consultant shall furnish County with certificate(s) of insurance, specifically describing the coverage. Said certificate(s) on insurance shall be furnished to County and is attached to this Agreement as **Exhibit "B"**.

9.

Compliance with Laws. The Consultant shall at all times comply with all Federal, State, and local laws, regulations, rules, ordinances and orders of any kind which area applicable to Consultant's performance of its obligations hereunder.

10.

General. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth above or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy or facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

11.

Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understanding relating to the subject matter hereof.

12.

Modifications. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Parties hereto. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the Party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar.

13.

Assignment. The Consultant's rights and obligations under this Agreement may not be assigned without the prior written consent of the County.

14.

Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of Texas.

Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas -Dallas Division.

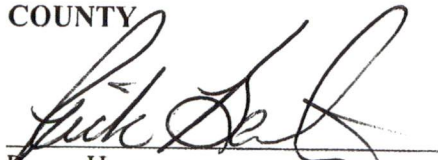
15.

Severability. The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is declared illegal or unenforceable, shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and agree to be bound by the terms hereof.

APPROVED AS TO FORM AND CONTENT

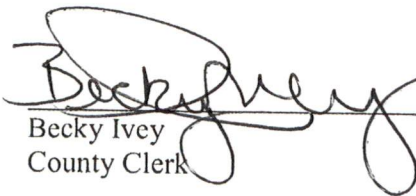
COUNTY



~~Roger Harmon~~ Rick Bailey, Comm Pct #1
~~County Judge~~ For Judge Harmon
2 North Main Street
Cleburne, Texas 76933

7-9-21
Date

Attest:



Becky Ivey
County Clerk



7-9-21
Date

PROVIDER



Signature

6/21/2021
Date

Erica Swicegood, MD
Printed Name

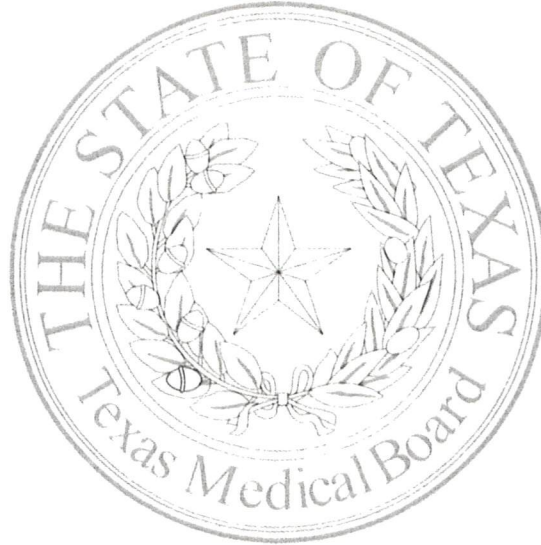
TEXAS MEDICAL BOARD

ERICA L SWICEGOOD, MD

LICENSE NUMBER
N8248

EXPIRATION DATE
11/30/2022

AUTHORIZED FOR
OFFICE BASED ANESTHESIA
No



PHYSICIAN LICENSE

PLEASE VISIT WWW.TMB.STATE.TX.US TO VIEW THE CURRENT STATUS OF THIS LICENSEE

This certifies that the licensee/permit holder named and numbered hereon has provided this board the information required and has paid the fee for registration for the period indicated above. Please keep this board notified of change of address.


Exhibit A

TEXAS MEDICAL BOARD

ERICA L SWICEGOOD, MD

LICENSE # **N8248** EXPIRATION **11/30/2022**

PHYSICIAN LICENSE

The seal of the State of Texas Medical Board is circular and features a central figure, likely a caduceus, surrounded by the text "STATE OF TEXAS" at the top and "Texas Medical Board" at the bottom.

The American Board of Psychiatry and Neurology

Incorporated 1934

Member of the American Board of Medical Specialties

This is to certify that

Erica Lynn Swicegood, M.D.

has satisfied the requirements of the Board

and is hereby certified as a Diplomate in the specialty of

Psychiatry

September, 2011 - December 31, 2021

Michael J. Amundson

Chair

Victor J. Lewis

Vice-Chair

Larry R. Faulkner MD

President

Janice Massey

Secretary

Jeffrey B. Leibel MD

Treasurer

Certificate No 63776

*Certification is subject to the continued unlimited licensure
to practice medicine in the United States of America or Canada.*





June 25, 2021

Policy/ID #1-427415
Erica Lynn Swicegood, MD

CLAIMS-MADE
CERTIFICATE OF INSURANCE
PROFESSIONAL LIABILITY COVERAGE

Insured: **Erica Lynn Swicegood, MD**

Policy Period: **06/14/2021 to 06/14/2022**
(All dates are as of 12:01am standard time)

Retroactive Date: **06/14/2013**

Initial Coverage Date: **06/14/2013**

Policy Limits: **\$1,000,000/\$3,000,000**

Claim/Suit experience in the last 5 years: None

This Certificate of Insurance does not amend, extend or alter the coverage afforded under the above reference policy. Should coverage be amended, altered, or cancelled, the obligation to notify the certificate holder, if any, is solely that of the Insured and failure to provide such notice shall impose no obligation or liability of any kind upon TMLT, its agents or representatives.

This document is supplied for information purposes only, and does not confer any rights or obligations other than those described in the policy. The terms of the policy control over the terms of this document.

A handwritten signature in cursive script that reads "Gloria Woodall".

Gloria Woodall
Underwriter

Exhibit B