

**AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES
FOR
JOHNSON COUNTY, TEXAS**

This Agreement for Professional Medical Services 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 Dr. John Daramola / *Agape Internal Medicine*, whose address is 505 N. Ridgeway Dr. #282 Cleburne, Texas 76033, (hereinafter referred to as "Provider"), individually referred to as a "Party" and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, County is obligated to provide medical services for inmates housed at the Johnson County Jail in Johnson County, Texas (the "Facility"), located at 1800 Ridgemar Drive, Cleburne, Texas 76031, while complying with standards established by the Texas Commission on Jail Standards; and

WHEREAS, County believes that the contracting of professional medical services with an outside party will best meet the needs of the Facility; and

WHEREAS, County desires to engage services of Provider, as an independent contractor and not as an employee, to provide medical services on the terms and conditions provided in this Agreement, and Provider is willing to provide such services.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, County and Provider hereby agree as follows:

1.

Scope of Work by Provider. Provider agrees to provide medical services when reasonably necessary at the Facility. The Scope of Work will be on an as needed basis that will include medical services related to intake screening, physicals, laboratory testing, routine health care and emergency services or referrals. Provider understands and agrees that Provider will supervise the medical staff at the Facility who are employees of County and who will assist Provider in providing medical services to inmates at the Facility. Inmates of the Facility that are in need of hospital services will be referred to the hospital by the Provider, or by the Warden of the Facility, or their designees. In situations perceived to be an emergency, inmates can be referred by any member of the medical staff at the Facility. The Warden of the Facility has the authority to approve the provision of health care and will provide the required notification to Federal and/or State authorities. All surgeries and major treatments must be approved by the Warden or his designee.

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 the effective date of termination. 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. Provider shall provide complete medical records for all work performed under this Agreement no later than seven (7) days after the effective date of termination of this Agreement

3.

Compensation and Payment. Provider shall submit an invoice each month for the retainer amount of \$5,000 per month to County on or prior to the last day of the month for which medical services were rendered during the month. The retainer amount of \$5,000 per month includes travel. Medical services to be provided are for 4-8 hours onsite at the Facility per week and on call 24/7. The invoicing is to be mailed to or delivered to the Facility and payments will be processed within thirty (30) days of the invoice receipt. If Provider is required to be onsite for more than 8 hours in any given week to provide reasonable and necessary medical services, Provider may invoice the County an hourly rate of \$175 for each hour spent onsite only if the time was necessary for the provision of medical services approved by County or for emergency medical services. Provider may designate another medical doctor as a substitute to perform Provider's duties regarding this Agreement if Provider is unable to perform his medical services due to illness, injury, vacation or other circumstances that prevent his ability to provide medical services for the Facility. The Parties understand and agree that a substitute medical doctor for a total of four (4) weeks per year is reasonable. Any substitute medical doctor must have medical malpractice insurance in the amounts set forth in paragraph 4 below and must agree to be bound by the terms of this Agreement. Provider will be responsible for compensation to the substitute.

4.

Insurance. Provider 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 Provider.
- b. Said certificate(s) of insurance shall include a provision wherein the coverages 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. Provider shall furnish County with certificate(s) of insurance, specifically describing each of the coverages. Said certificate(s) of insurance shall be furnished to County and attached to this Agreement as **Exhibit "A"**.

5.

Records. Provider shall maintain adequate records in accordance with HIPAA guidelines. Provider shall maintain the confidentiality of inmate's medical information and comply with all legal restrictions concerning the disclosure thereof. Any records created off-site of the Facility will be mailed to the Facility to the attention of the Nurse Supervisor of the Facility with evidence of the appropriate consent. Provider shall provide complete medical records to County within a reasonable time after providing medical services under this Agreement.

6.

Taxes, Permits and Certification. Provider shall pay all applicable taxes, and shall keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement. Attached to this Agreement is a copy of Provider's medical license identified as **Exhibit "B"**.

7.

Safeguarding of Patient Information. The use or disclosure by either Party of information concerning a recipient of medical services, pursuant to this Agreement, for any purpose not directly connected with the administration of County or the Provider's responsibility with respect to such medical services is prohibited, except upon written consent of the recipient of the medical services, the recipient's attorney or other responsible party or guardian.

8.

Security and Safety. County agrees to provide security, including transport of inmates, sufficient to enable Provider to safely provide the medical services called for in this Agreement.

9.

Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing and executed by the Parties to be bound thereby.

10.

Independent Contractor. Provider shall at all times be deemed an independent contractor of County. Provider shall have control over the details, methods, procedures and practices required to supply the medical services described herein. Provider is not, and shall not claim to be an employee, agent or representative of the County, or the Federal/State agency sentencing the inmates. Provider shall not do business as, incur any obligation as, or claim to represent County, or the Federal/State agency sentencing the inmates.

11.

Governing Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought based on 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.

12.

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

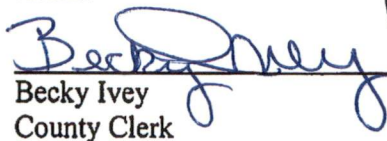
COUNTY



Roger Harmon
County Judge
2 North Main Street
Cleburne, Texas 76933

7-26-21
Date

Attest:

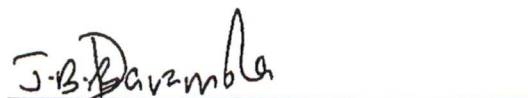


Becky Ivey
County Clerk



7-26-21
Date

PROVIDER



J.B. Daramola
Signature

07/02/2021
Date

John Daramola / Agape Internal Medicine, PC
Printed Name



CERTIFICATE OF INSURANCE	Issue Date: 07/08/2021
Effective Date: 09/01/2021	A Claims-Made Professional Liability Policy
First Named Insured: John B Daramola MD 6080 S Hulen Street, Ste 360 PMB 229 Fort Worth, TX 76132	IMPORTANT NOTICE: This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: John B Daramola MD	
Specialty: INT01 - Internal Medicine	
Policy Number:	Policy Period:
0934275	From: 12/12/2020 To: 12/12/2021
Retroactive Date:	Departure Period:
12/12/2012	From: N/A To: N/A
The Insured above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Insured	Agency and Address: Medical Professional Liability Underwriting Solutions LLC P.O. Box 1305 Richmond, TX 77406 (713)995-1842
<u>LIMITS OF LIABILITY</u>	
Claim Limit:	\$500,000
Aggregate Limit:	\$1,500,000

- I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.
- VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

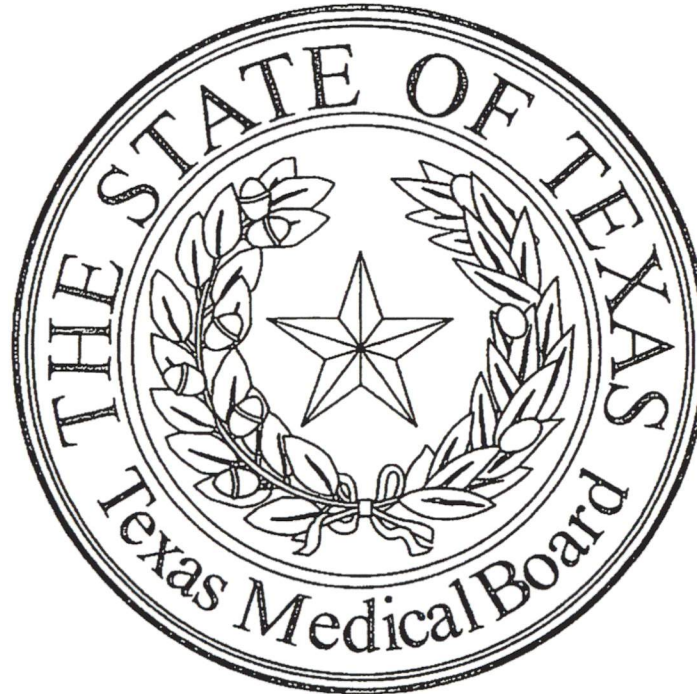
TEXAS MEDICAL BOARD

JOHN DARAMOLA, MD

LICENSE NUMBER
N4369

EXPIRATION DATE
11/30/2021

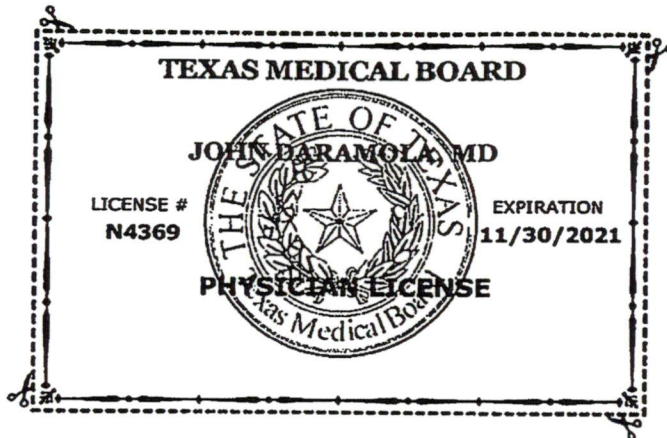
AUTHORIZED FOR
OFFICE BASED ANESTHESIA
No



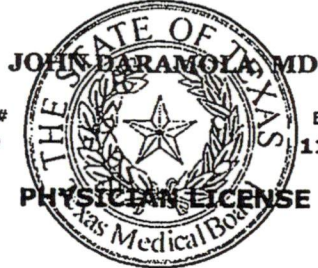
PHYSICIAN LICENSE

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.



TEXAS MEDICAL BOARD



JOHN DARAMOLA, MD

LICENSE #
N4369

EXPIRATION
11/30/2021

PHYSICIAN LICENSE

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BD7860528	06-30-2023	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	05-06-2020
DARAMOLA, JOHN B (MD) AGAPE INTERNAL MEDICINE, PC 505 N RIDGEWAY DR STE 282 CLEBURNE, TX 760335193		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

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