

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: December 1, 2023

Meeting Date: December 11, 2023

Submitted By: Kristen Lesley

Department: Johnson County Jail

Signature of Elected Official/Department Head:

Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT
DEC 11 2023
Approved

Description:

Consider and Approve Order No. 23-102 Granting an Exemption Under Section 262.024, Tex. Local Government Code, From The Bidding Requirements of Section 262.023, Tex. Local Government Code Upon The Commissioners Court Finding That The Psychiatric Services Provided By Dr. Erica Swicegood, M.D. Are Professional Services.

Consider and Approve Agreement for Professional Psychiatric Services for Johnson County, Texas with Dr. Erica Swicegood, M.D. to Provide Mental Health treatment and related medical and psychiatric services to Johnson County Corrections Center inmates.

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King or Chief David Blankenship

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

**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 4312 Charles, Amarillo, Texas 79106 (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 October 1, 2023 and shall terminate on September 30, 2024. This Agreement shall automatically renew for an additional one-year period on the first day of October of 2024 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 \$250.00 per hour. The Consultant shall invoice the County monthly for services rendered and payment shall occur within thirty (30) Mental Health Consulting Agreement for Johnson County, Texas days of receipt of invoice. In no event shall the Consultant provide any additional services or contact any individual, governmental or quasi-

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

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. This Contract is non-exclusive and does not prohibit Johnson County from contracting with other providers for similar services.

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.

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

- 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. Mental Health Consulting Agreement for Johnson County, Texas.

**MENTAL HEALTH CONSULTING AGREEMENT
FOR JOHNSON COUNTY, 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.

Consultant certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

16.

Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.


17.

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



Christopher Boedeker
County Judge
2 North Main Street
Cleburne, Texas 76933

12-11-23

Date

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

Attest:

April Long
April Long
County Clerk

12-11-23
Date



PROVIDER

[Signature]
Signature

11/27/2025
Date

Erica Swicegood, MD
Printed Name



June 17, 2022

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

**CLAIMS-MADE
CERTIFICATE OF INSURANCE
PROFESSIONAL LIABILITY COVERAGE**

Insured: Erica Lynn Swicegood, MD

Policy Period: 06/14/2022 to 06/14/2023
(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



American Board of Psychiatry and Neurology, Inc.

A Member Board of the American Board of Medical Specialties (ABMS)

Certifies that

Erica Lynn Swicegood, M.D.

is complying with the standards for continuing certification in
Psychiatry

from **January 01, 2023 to December 31, 2025**

As a Diplomate of the American Board of Psychiatry and Neurology,
ongoing certification is contingent upon meeting the Continuing Certification program requirements.

Jeffrey M. Lyness, M.D., President and CEO

*The current and official status of this certificate may be verified online in the ABPN **VerifyCert** directory at www.abpn.org.*

*The ABPN cannot guarantee the certification status resulting from the loss of restriction of medical licensure
if the loss or restriction has not been reported to the ABPN.*

Printed 11/10/2023

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FS2447286	02-28-2026	\$888
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	02-01-2023
SWICEGOOD, ERICA L (MD) MHMR TARRANT COUNTY 1319 SUMMIT AVE FORT WORTH. TX 761024431		

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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 UNITED STATES DEPARTMENT OF JUSTICE
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Form DEA-223 (9/2016)



June 15, 2023

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

**CLAIMS-MADE
CERTIFICATE OF INSURANCE
PROFESSIONAL LIABILITY COVERAGE**

Insured: Erica Lynn Swicegood, MD

Policy Period: 06/14/2023 to 06/14/2024
(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 "Debra Adams".

Debra Adams
Underwriter