

EXHIBIT 12

Cameron County Commissioners' Court
Agenda Request Form

2017C06177

No. 3-DD

Date: JUNE 5, 2017 Meeting Date Request: JUNE 19, 2017
 Deadline for Action: JUNE 12, 2017 Contact Person: OMAR LUCIO - SHERIFF
 Department: CAMERON COUNTY SHERIFF'S - JAIL INFIRMARY Phone: 956-554-6701 Fax: 956-554-6775
 Department Head Name: OMAR LUCIO - SHERIFF Signature: [Signature]

Caption: CONSIDERATION AND AUTHORIZATION TO APPROVE THE AGREEMENT BETWEEN CAMERON COUNTY AND DR. ALBERTO ALMEIDA MD. AS MEDICAL SERVICE PHYSICIAN TO PROVIDE PROFESSIONAL MEDICAL SERVICES FOR INMATES, INCLUDING PRE-TRIAL DETAINEES AS WELL AS CONSULTATION SERVICES FOR THE IMPLEMENTATION OF AND SUPERVISION PER RECOMMENDED MEDICAL CARE PRACTICES TO BE EMPLOYED BY INFIRMARY STAFF AT CAMERON COUNTY JAILS (renewal of contract for next fiscal year)

Background: (Briefly summarize your request. If needed use separate sheet(s) or attach supporting documentation).

SEE ATTACHMENT - CONSENT ITEM

PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION
OR PLACE N/A IF IS NOT APPLICABLE:

County Judge _____ Auditor MPB Budget YH Legal FCM Human Resources N/A Purchasing _____
 1295 Form N/A

Fiscal Data:

Dept. Name: JAIL INFIRMARY Fund No. 1005180 Funds From: Department: Yes X No _____ Amt. Expended: \$ _____
 Funds Available: Yes _____ No _____ General: Yes _____ No X Impact on future budget: Yes _____ No X
 Grant: Yes _____ No X

Comments:

Action taken by Commissioners' Court

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

THE STATE OF TEXAS §
 §
CAMERON COUNTY §

MEDICAL SERVICES AGREEMENT

This Services Agreement ("Agreement") is made as of this 19th day of June, 2017, by and between CAMERON COUNTY (the "County") and ALBERTO ALMEIDA, M.D. ("Physician").

RECITALS:

County operates Carrizales-Rucker Detention Center in Olmito, Cameron County, Texas, a Jail at 964 East Harrison Street, Brownsville, Cameron County, Texas 78520 and two (2) detention facilities located in Brownsville, Texas (all hereinafter referred to as the "Jail"), and wants a qualified and experienced physician to provide professional medical services for the inmates, including pre-trial detainees as well as consultation services for the implementation of and supervision over recommended medical care practices to be employed by Infirmary Staff in providing those medical services.

Physician is duly licensed in the State of Texas (the "State"), practices the specialty of Family Practice and General Medicine (the "Specialty") at, 1134 E. Los Ebanos Blvd, Brownsville, Cameron County, Texas 78520, is experienced in the provision of medical care services in the jail setting and agrees to provide medical services to inmates at the Jail and at his office, when necessary.

County desires to contract with Physician and Physician desires to so contract with County for the provision of professional medical, consulting and administrative services as set forth below.

NOW, THEREFORE in consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

1.

ENGAGEMENT; RESPONSIBILITY OF PHYSICIAN.

- a. **Services:** County hereby engages Physician to provide professional medical services to those incarcerated in the Cameron County Jail system, and medical consulting and administrative services to and for the Jail Administration and Infirmary Staff. Physician hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit "A", which is attached hereto and incorporated by reference as if fully set forth herein. In addition, Physician shall provide County with

documentation of all medical care and treatment services rendered hereunder; such documentation shall be maintained in the inmates' health record.

- b. **Liability and Indemnity:** In connection with the professional medical services rendered herein by Physician, the Parties to this Agreement agree that Physician will indemnify and hold the County harmless from any claim, complaint, suit, judgment or expense, including claims for contribution or indemnity, that may arise against Physician from the provision of his direct medical services rendered in the Jail or at his office to any inmate, including civil rights claims under 42 U.S.C. §1983 et. seq., or claims under the Texas Tort Claims Act, V.T.C.A. C.P.&R. Code, Sections 101.001 et seq. within the limits and in accordance with V.T.C.A., C.P.&R. Code, Sections 1002.001 et seq. and other services to be provided by Physician hereunder. Physician, agrees to maintain professional liability insurance as his personal protection from any claims, including claims for contributions and/or indemnity, that may arise in connection with his treatment of patients outside of the facilities of the Jail, including inmates of the County, and will indemnify and hold the County harmless for any such claims, including claims for contribution or indemnity.
- c. **Fees:** Physician agrees to keep and make accessible to the County all documents, opinions, diagnoses, recommendations and other evidence and records necessary for the purpose of supporting fees charged for professional services.

2. ENGAGEMENT; RESPONSIBILITY OF COUNTY.

- a. **Equipment:** County will provide and maintain the necessary equipment, supplies, maintenance and utilities for the day-to-day operation of the Jail Infirmary facilities in a manner appropriate to the rendition of medical services by Physician. For services provided at the Physician's office, Physician agrees to provide and maintain the necessary equipment, supplies, maintenance and utilities in a manner appropriate to the rendition of medical services by Physician. The parties acknowledge that the Jail, as presently equipped, maintained and staffed, is satisfactory but not optimized. Physician shall consult with the Sheriff regularly regarding the medical services rendered at the Jail and at his office. Physician shall immediately report any condition or other issue affecting his ability to deliver the medical services contemplated by this Agreement.
- b. **Personnel:** County will be responsible for, and will provide auxiliary medical personnel as recommended by Physician and approved by the County to assist in providing medical services, attention and treatment to the inmates at the Jail. Said auxiliary personnel, including the nurses, aids, assistants and Jail guards will be trained and supervised by County and its elected and appointed officials. Physician will not be responsible for those County medical and detention officer personnel. It, however, remains the sole discretion of Physician to accept or

reject the services of any personnel provided by County, and Physician, may request the Sheriff for replacement personnel, where warranted by good cause. For services provided at Physician's office, Physician shall be responsible for his personnel.

- c. **Additional Evaluation and Expenses:** The parties to this Agreement recognize that the medical needs of some inmates may require outside diagnosis and treatment that cannot be rendered in the County's facilities. The parties further recognize that Physician will not necessarily be responsible for providing treatment outside of the Jail facilities, although he may from time to time, due to medical necessity, refer an inmate to an outside facility for additional diagnosis and testing. It shall be the responsibility of County to pay for any additional medical expenses incurred on behalf of the inmates, including but not limited to: hospitalization, x-rays, laboratory services, additional diagnostic testing, consultation with necessary medical specialists, out-patient procedures and therapy as may be deemed medically necessary for the proper diagnosis and treatment of the County's inmates. The parties to this assignment will endeavor to keep these expenses reasonable, keeping in consideration the County's budgetary limits. Any follow-up appointments of County inmates at the Physician's own medical facility shall be compensated by the County based on invoices provided at Medicaid rates.

3. **REPRESENTATIONS AND WARRANTIES:**

Physician represents and warrants to County, upon execution and throughout the term of this Agreement, as follows:

- a. Physician is not bound by any agreement or arrangement which would preclude him from entering into, or from fully performing the services required under this Agreement:
- b. Physician shall perform the services required hereunder in accordance with:
- (1) all applicable federal, state, and local laws, rules and regulations;
 - (2) all applicable standards of the Commission of Jail Standards or other relevant accrediting organizations and the ethics of the American Medical Association; and
 - (3) all applicable Bylaws, Rules, and Regulations of County and its medical staff:
- c. Physician's privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of

disciplinary action or made subject to terms of probation or any other restriction.

- d. Physician has not in the past conducted, is not presently conducting, nor in the future shall conduct, his activities in such a manner as to cause Physician to be suspended, excluded, barred or sanctioned under the Medicare or Medicaid Programs or any government licensing agency, and has never been convicted of any offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.
- e. Physician shall maintain throughout the term of this Agreement, all appropriate Federal and State licenses and certifications and any medical or professional staff privileges in order for Physician to perform the functions assigned to Physician in connection with the provision of services to the Jail under this Agreement; and
- f. Physician shall comply with all applicable provisions of this Agreement.

4. **PHYSICIAN'S OBLIGATIONS**

- a. **Use of Premises:** Physician shall use the Jail facilities and his office for the practice of medicine and other professional duties set forth herein. Physician shall not make any additions, alterations or improvements to such County facilities without the prior written consent of County.
- b. **Medical Practice:** Physician shall at all times be solely responsible for the quality of medical care practiced by Physician. Physician shall have total responsibility and discretion in all matters of, or relating to, the professional practice of medicine at the Jail facilities and at his office, including but not limited to the physician-patient relationship. Physician agrees to conform to current community standards in practicing medicine under this Agreement.
- c. **Physician Qualifications:** Physician shall be duly licensed to practice medicine in the State.
- d. **Maintenance Proper Records:** Physician shall maintain adequate medical records, consistent with the standard of care in the community for all inmates he sees in connection with this Agreement.
- e. **Conduct:** Physician shall not engage in any personal or professional conduct which, in the reasonable determination of County adversely affects the image or standing of the County or the Jail.
- f. **Ownership of Medical Records:** Physician agrees that County shall have title and ownership of all medical records and charts at the Jail facilities. For services provided at Physician's office, title and ownership of medical records and charts

shall remain with Physician. Subject to patient consent, County agrees that during the term, Physician shall have reasonable access to all such records and charts for purposes of treating patients of the Jail, and all other purposes reasonably related to services provided by Physician hereunder. County agrees to request patients to execute such documents as may be required to evidence consent to Physician's rights of access to patient information as described herein. Physician shall retain rights to access records after the end of the term of seven years from date of service.

- g. **Additional Medical Consultant/Nurse Practitioner:** Physician will personally provide professional services at the Jail. Physician may select an additional medical consultant or nurse practitioner that will assist him in providing medical advice and care for the inmates at such times and on such terms as Physician deems necessary or when he may be unavailable. Said medical consultant or nurse practitioner will be selected by Physician and will be a licensed practicing physician or nurse practitioner in good standing. Said additional medical consultant or nurse practitioner will be paid by Physician in an amount mutually agreed to by both the Physician and the medical consultant or nurse practitioner.

5. INDEPENDENT CONTRACTOR:

In performing the services herein specified, Physician is acting as an independent contractor, and Physician shall not be considered an employee of County. In no event shall this contract be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Physician shall be liable for his own debts, obligations, acts and omissions. Physician shall not be subject to any County policies solely applicable to County's employees, or be eligible for any employee benefit plan offered by County.

6. TERM

The term of this agreement will be for three (3) years beginning on June 1, 2017 and ending on May 31, 2020. At the expiration of the agreement, this agreement may, with Commissioners Court approval, be renewed for an additional two (2), one year terms.

7. COMPENSATION:

County shall pay to Physician an annual amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) to be paid in monthly installments of Sixteen Thousand and Six Hundred and Sixty-Six Dollars and No Cents (\$16,666.00) for the first ten months and Sixteen Thousand and Six Hundred and Seventy Dollars and No Cents (\$16,670.00) for the last two months for the services rendered herein at the Jail and at Physician's clinic. Any medical services provided by Physician at a hospital or his office shall be compensated at Medicaid rates. Physician shall invoice the County on a monthly basis for any services provided at his office.

8. CONFIDENTIALITY:

- a. **County Information:** Physician recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Physician may have access to certain information of County that is confidential and constitutes valuable unique property of County. Physician warrants and covenants to County that he will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without County's express prior written consent except pursuant to Physician's duties hereunder, any confidential or proprietary information of County, including but not limited to information which concerns the Jails' inmates, costs, prices and treatment methods which is not otherwise available to the public.
- b. **Patient Information:** Physician warrants and covenants to County that he shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by County in writing, any patient or medical record information regarding the Jails' patients, and Physician shall comply with all federal and state laws and regulations, and all rules, regulations and policies of County regarding the confidentiality of such information.

9. INSURANCE:

Physician shall secure and maintain at all times during the term of this Agreement at Physician's sole expense, professional liability insurance covering Physician in the minimum amounts of One Hundred Thousand Dollars (\$100,000.00), for each occurrence and Three Hundred Thousand Dollars (\$300,000.00) aggregate with a reputable and financially viable insurance carrier. Such insurance shall be maintained and shall not be cancelable except upon thirty (30) days written notice to County. Physician shall provide County with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage.

10. REQUIRED DISCLOSURE:

Physician shall notify County in writing within ten (10) days after any of the following events occurs:

- a. Physician's professional license or certification in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;
- b. Physician's medical staff privileges at any health care facility are denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action), or made subject to terms of probation or other restriction;

- c. Physician is required to pay damages in any malpractice action by way of judgment or settlement;
- d. Physician becomes the subject of a disciplinary or other proceeding or action before any governmental professional or medical staff, or peer review body;
- e. Physician's Drug Enforcement Agency number is revoked, terminated, restricted or relinquished for cause;
- f. An event occurs that substantially interrupts all or a portion of Physician's professional practice or that materially adversely affects Physician's ability to perform its obligations hereunder; or
- g. Physician is convicted of an offense related to health care, or Physician is listed by a Federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

11. TERMINATION:

This agreement may be terminated by either party by giving written notice to the other party at any time at least thirty (30) days before the effective date of termination of this contract. Notice shall be sent to the addresses set out in this agreement and shall be by Registered Mail. At least Fifteen (15) Days prior to the effective date of termination CAMERON COUNTY shall replace ALBERTO ALMEIDA, M.D., with a duly licensed physician to provide care to the County's inmates and assume the physician patient relationship. CAMERON COUNTY and the replacement physician will then assume all responsibility for the treatment and care of said inmates.

12. ENTIRE AGREEMENT; MODIFICATION.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

13. GOVERNING LAW.

This Agreement shall be governed by and construed, in accordance with the laws of the State of Texas and the obligations and undertakings of each of the parties of this Agreement shall be performable in Cameron County, Texas.

14. NOTICES.

All notices hereunder by either party or the other shall be in writing, personally, by

certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail postage prepaid, addressed as follows:

If to Physician: ALBERTO ALMEIDA, M.D.
 1134 E. Los Ebanos Blvd.
 Brownsville, Texas 78520
 (956) 371-3356

If to County: EDDIE TREVINO, JR.
 COUNTY JUDGE
 1100 E. Monroe Street
 Brownsville, Texas 78520

or to such other persons or places as either party may from time to time designate by written notice to the other.

15. WAIVER OF BREACH.

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

16. ASSIGNMENT; BINDING EFFECT.

Physician shall not assign or transfer in whole or in part this Agreement or any of Physician's rights, duties or obligations under this Agreement without the prior consent of County, and any assignment or transfer by Physician without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.


17. NON-APPROPRIATION OF FUNDS.

It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of the County, then the County shall notify the Physician and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.

18. EXECUTION OF AGREEMENT.

This Agreement shall **not become effective or in force until all of the below named parties** have fully executed this Agreement. Executed in multiple originals after approval by the Cameron County Commissioners Court on the 19th day of June, 2017.


Eddie Trevino, Jr.
Cameron County Judge


Alberto Almeida, M.D.P.A.

Attested by:


Sylvia Garza-Perez, County Clerk



EXHIBIT "A"

ALBERTO ALMEIDA, M.D. (Physician)
CAMERON COUNTY (County)
CAMERON COUNTY JAIL (Jail)

Physician agrees to fulfill the following Duties and Responsibilities:

1. Report to the Sheriff or his designated representative on all administrative matters concerning the delivery of high quality medical care and treatment to inmates. Reports to Sheriff and County Commissioners on matters directly pertaining to budgeting concerns pertaining to the care and treatment of inmates at the Jail as may be requested.
2. Assists Sheriff to meet medical care duties to inmates outlined in the Texas Commission on Jail Standards and the Cameron County Jail Operational Plan and as may be imposed by Federal and State laws and regulations by supplying the professional advice and counsel of a qualified licensed and practicing physician knowledgeable in the practice of medicine in the jail setting.
3. Physician commits to providing medical attention and treatment for inmates at the Jail sites or on occasion at the hospital not exceeding (20) hours per week that have been referred for diagnosis and treatment by Jail Infirmary Staff as necessary to properly evaluate, treat and care for said inmates as well as fulfill medical administrative and supervisory duties detailed below. Additionally, Physician agrees to be on call for medical emergencies and questions from Monday through Sunday (seven days a week) twenty-four (24) hours a day.
4. Physician will assist the Sheriff in meeting any applicable accreditation and licensing standards relating to the Jail, and participate as necessary in the accreditation and licensing survey processes.
5. Physician will provide high quality direct primary medical and diagnostic care and treatment to Jail inmates referred to him by Infirmary Staff. Additionally, Physician will:
 - A. Direct any needed on-going educational programs for Infirmary personnel that serve the patient.
 - B. Evaluate and develop treatment plans to facilitate medical and nursing attention the individual healthcare needs of each patient including the seriously or chronically ill inmates.
 - C. Assess, evaluate, and monitor on-going care and medication of the Jail's inmates.
 - D. Monitor and direct the TB program administration in the Jail.
 - E. Assist in reasonable cost reduction measures where possible while providing high quality medical care at the Jail.
 - F. Assist the Sheriff in developing and implementing policies that will assure high quality medical and nursing care for the inmates while remaining mindful of the

security and safety issues attendant upon the overall administration of a jail facility.

- G. Approve and supervise all medical procedures conducted at the Jail including intake screening procedures and criteria for the referral of seriously or chronically ill inmates to the Physician for diagnosis, treatment and recommendations for any medical monitoring and care.
 - H. Approve and supervise obtaining emergency medical and dental services.
 - I. Approve and supervise medication administration procedures and record keeping.
 - J. Approve and supervise medical record keeping procedures.
- 6. Physician will be responsible for updating the medical protocols for the emergency treatment, prescription medicines, special diets and procedure for routine care of inmates.
 - 7. Physician will act as the liaison between the County and all healthcare providers.
 - 8. Physician may provide services in his office that cannot be performed in the County Jail Infirmary. Such services shall include, but not be limited to, castings, physical therapy (ordered by MD), joint injections, minor procedures, ultra sounds, biopsies, debridement, and toenail removals.

Notes

Version V1.0.883

RECEIVED
JUN 13 2017
CAMERON COUNTY JUDGE