

# Cameron County Commissioners' Court Agenda Request Form

2017C07194

No. 2-VVV

Date: JULY 5, 2017

Meeting Date Request: JULY 11, 2017

Deadline for Action: JULY 5, 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: 

**Caption:** CONSIDERATION AND AUTHORIZATION TO APPROVE THE AGREEMENT BETWEEN CAMERON COUNTY AND DR. FRANCISCO TORRES MD. AS PSYCHIATRIST TO PROVIDE PROFESSIONAL PSYCHIATRIC SERVICES FOR THE INMATES, INCLUDING PRE-TRIAL DETAINEES AS WELL AS CONSULTATION SERVICES FOR THE IMPLEMENTATION OF AND SUPERVISION OVER RECOMMENDED PSYCHIATRIC CARE PRACTICES TO BE EMPLOYED BY THE INFIRMARY STAFF IN PROVIDING THOSE MEDICAL SERVICES AT CAMERON COUNTY JAILS.

**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

Budget

Legal Human  
Resources

N/A

Purchasing

1295 Form

N/A

**Fiscal Data:**

Dept. Name: JAIL INFIRMARY Fund No. 1005180

Funds Available: Yes No

**Funds From:**Department: Yes ☒ NoGeneral: Yes No ☒Grant: Yes No ☒

Amt. Expended: \$

Impact on future budget: Yes No ☒**Comments:**

Action taken by Commissioners' Court

Approved

Tabled

Denied

Motion made by

Seconded

Vote

Contract No. 2017C07196

THE STATE OF TEXAS     §  
                                     §  
CAMERON COUNTY         §

**MEDICAL SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made as of this 11<sup>th</sup> day of July, 2017, by and between CAMERON COUNTY (the "County") and FRANCISCO J. TORRES, M.D. ("Psychiatrist").

**RECITALS:**

1. 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 needs a qualified and experienced Psychiatrist to provide professional psychiatric services for the inmates, including pre-trial detainees as well as consultation services for the implementation of and supervision over recommended psychiatric care practices to be employed by the Infirmary Staff in providing those medical services.
2. Psychiatrist is duly licensed in the State of Texas (the "State"), practices the specialty of Psychiatry (the "Specialty") at 345 Lorenaly Drive, Brownsville, Cameron County, Texas 78526, and is experienced in the provision of psychiatric care services in the jail setting and agrees to provide such services to inmates at the Jail.
3. County desires to contract with Psychiatrist and Psychiatrist desires to so contract with the 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:

3.

**ENGAGEMENT; RESPONSIBILITY OF PSYCHIATRIST**

- a. **Services:** Psychiatrist will provide personnel to conduct a complete screening assessment for any jail inmate of County who is referred by the Cameron County Jail medical staff and is of the age of 17 or older. Psychiatrist will provide a psychiatric evaluation of an inmate if in his medical opinion it's reasonable and medically necessary. These services shall include orders for medications that the treating physician deems appropriate subject to the approved Cameron County formulary. Treated disorders will include any psychiatric disorder especially when associated with suicidal ideation. The treating physician may prescribe

non-formulary drugs (1) if no formulary drug exists that is as safe or effective in the specified situation; (2) if the course of therapy established prior to the individual's admission would be interrupted; or (3) in an emergency, as defined in 25 T.A.C. §415.103. In addition, Psychiatrist 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 Psychiatrist, the Parties to this Agreement agree that Psychiatrist 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 Psychiatrist 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 Psychiatrist hereunder. Psychiatrist, 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:** Psychiatrist 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 Psychiatrist. Psychiatrist shall consult with the Sheriff regularly regarding the medical services rendered at the Jail and at his office. Psychiatrist 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 including the nurses, aids, assistants and Jail guards approved by the County to assist in providing medical services, attention and treatment to the inmates at the Jail. Psychiatrist will not be responsible for those County medical and detention officer personnel. It, however, remains the sole discretion of Psychiatrist to accept or reject the services of any personnel provided by County, and Psychiatrist, may request the Sheriff for replacement personnel, where

warranted by good cause. For services provided at Psychiatrist's office, Psychiatrist 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 Psychiatrist 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, 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.

### 3. **REPRESENTATIONS AND WARRANTIES:**

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

- a. Psychiatrist 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. Psychiatrist 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. Psychiatrist'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. Psychiatrist 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 Psychiatrist 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. Psychiatrist 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 Psychiatrist to perform the functions assigned to Psychiatrist in connection with the provision of services to the Jail under this Agreement; and
- f. Psychiatrist shall comply with all applicable provisions of this Agreement.

#### 4. **PSYCHIATRIST'S OBLIGATIONS**

- a. **Use of Premises:** Psychiatrist shall use the Jail facilities for the practice of psychiatry and other professional duties set forth herein. Psychiatrist shall not make any additions, alterations or improvements to such County facilities without the prior written consent of County.
- b. **Medical Practice:** Psychiatrist shall at all times be solely responsible for the quality of medical care practiced by Psychiatrist and his personnel. Psychiatrist 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 psychiatrist-patient relationship. Psychiatrist agrees to conform to current community standards in practicing medicine under this Agreement.
- c. **Psychiatrist Qualifications:** Psychiatrist shall be duly licensed to practice medicine in the State.
- d. **Maintenance Proper Records:** Psychiatrist 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:** Psychiatrist 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:** Psychiatrist agrees that County shall have title and ownership of all medical records and charts at the Jail facilities. Subject to patient consent, County agrees that during the term, Psychiatrist 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 Psychiatrist hereunder. County agrees to request patients to execute such documents as may be required to evidence consent to Psychiatrist's rights of access to patient information as described herein. Psychiatrist shall retain rights

to access records after the end of the term of seven years from date of service.

**5. INDEPENDENT CONTRACTOR:**

In performing the services herein specified, Psychiatrist is acting as an independent contractor, and Psychiatrist 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. Psychiatrist shall be liable for his own debts, obligations, acts and omissions. Psychiatrist 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 July 17, 2017 and ending on July 16, 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 Psychiatrist for the First year an annual amount of One-Hundred, Ten Thousand and No Cents (\$110,000.00) to be paid in monthly installments of Nine-Thousand, One-Hundred, Sixty-Six Dollars and No Cents (\$9,166.00) for the first ten months and Nine-Thousand, One-Hundred, Seventy Dollars and No Cents (\$9,170.00) for the last two months for the services rendered herein at the Jail;

For the Second year an annual amount of One-Hundred, Twenty Nine-Thousand and No Cents (\$129,000.00) to be paid in monthly installments of Ten-Thousand, Seven-Hundred, Fifty Dollars and No Cents (\$10,750.00) for twelve months for the services rendered herein at the Jail;

For the Third year an annual amount of One-Hundred Twenty Nine-Thousand and No Cents (\$129,000.00) to be paid in monthly installments of Ten-Thousand, Seven-Hundred, Fifty Dollars and No Cents (\$10,750.00) for twelve months for the services rendered herein at the Jail. Any medical services provided by Psychiatrist at his office or a hospital shall be compensated at Medicaid rates. Psychiatrist shall invoice the County on a monthly basis for any services provided at his office or a hospital.

**8. CONFIDENTIALITY:**

- a. **County Information:** Psychiatrist recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Psychiatrist may have access to certain information of County that is confidential and constitutes valuable unique property of County. Psychiatrist 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 Psychiatrist'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:** Psychiatrist 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 Psychiatrist 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:**

Psychiatrist shall secure and maintain at all times during the term of this Agreement at Psychiatrist's sole expense, professional liability insurance covering Psychiatrist 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. Psychiatrist shall provide County with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage.

#### 10. **REQUIRED DISCLOSURE:**

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

- a. Psychiatrist'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. Psychiatrist'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. Psychiatrist is required to pay damages in any malpractice action by way of judgment or settlement;
- d. Psychiatrist becomes the subject of a disciplinary or other proceeding or action before any governmental professional or medical staff, or peer review body;
- e. Psychiatrist'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 Psychiatrist's professional practice or that materially adversely affects Psychiatrist's ability to perform its obligations hereunder; or
- g. Psychiatrist is convicted of an offense related to health care, or Psychiatrist 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 DR. FRANCISCO J. TORRES, with a duly licensed Psychiatrist to provide care to the County's inmates and assume the Psychiatrist patient relationship. CAMERON COUNTY and the replacement Psychiatrist 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 Psychiatrist: FRANCISCO J. TORRES, M.D.  
345 Lorenaly Drive  
Brownsville, Texas 78526  
(956) 545-0646



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.**

Psychiatrist shall not assign or transfer in whole or in part this Agreement or any of Psychiatrist's rights, duties or obligations under this Agreement without the prior consent of County, and any assignment or transfer by Psychiatrist 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.

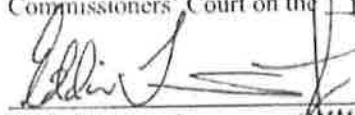
**17. NON-APPROPRIATION OF FUNDS.**

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 Psychiatrist 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 11th day of July, 2017.

  
\_\_\_\_\_  
Eddie Trevino, Jr.  
Cameron County Judge

Attested by:

  
\_\_\_\_\_  
Sylvia Garza-Perez, County Clerk



  
\_\_\_\_\_  
Francisco J. Torres, M.D.  
Psychiatrist