

CONTRACT FOR INMATE PSYCHIATRY SERVICES
Hopkins County, Texas
and
Forefront Rush Medical Services, PA

This contract for psychiatric services will be by and between Hopkins County, a political subdivision of the State of Texas ("County"), and Forefront Rush Medical Services, PA ("Practice").

Recitals

County desires to engage the services of an independent physician specializing in psychiatry to provide mental health assessments and care to inmates in the custody of the County Sheriff who require such services. Practice, is a medical practice with MDs, NPs, and psychologists specializing in psychiatry and mental health services delivered via Telehealth technology ("Providers") and is licensed to practice medicine in the State of Texas, desires to render such services under the terms of this contract.

THEREFORE, by this Agreement County and Practice hereby agree as follows:

Services

1. Practice agrees to render psychiatric and mental health services to inmates of the County Detention Center/Jail including but not limited to the following:
 - a. Mental health assessments of inmates as requested by the County Sheriff;
 - b. Treatment plans and services for those inmates in need of mental health services; and
 - c. Participation in procedures authorized by or through Article 16.22 of the Texas Code of Criminal Procedure.
 - d. Mental health early identification and diversion as required under the Sandra Bland Act, S.B. No. 1849

Term

2. This contract will begin on April 10, 2023 and remain in force until terminated by either party or by mutual agreement of both parties. Either party may terminate this contract by giving thirty days written notice to the other party, provided however that if the health or safety of one or more inmates is deemed by either party to be in jeopardy by reason of the actions of the other, such party may declare this contract terminated immediately by verbal notice followed by written confirmation of same within twenty-four hours.

Compensation

3. For services rendered under this contract Practice will be paid fees on the following basis:
 - \$300 per initial patient assessment with a \$1,200 minimum per month; \$100 for follow up medication management encounters will be scheduled as needed. Follow up fees may be used to offset the minimum monthly fee.
 - For all additional patient assessments over the \$1,200 monthly minimum, the rate will be \$250 per patient.
 - Minimum fees will be due at the beginning of each month. Additional fees incurred in any one month will first be applied against any unused balances from prior months, then remaining balances will be invoiced at the end of the month with payment due within 30 days.

Equipment

- 4. County may use any existing equipment capable of connection to the internet upon which Practice can download its video application. In the event County does not have such equipment, Practice will provide it for free with a 12 month initial term commitment. Practice will specify and test County equipment for minimum standards to meet quality needed to conduct the Services.

Amendment

- 4. This contract may be amended or clarified from time-to-time by writing, and only by writing, signed by both parties.

Independent Contractor

- 5. The parties confirm that Practice is an independent contractor and not an employee of County or any Department thereof.

Entire Agreement

- 6. The terms of this contract supersede any other agreements between the parties with respect to the subject matter hereof. No other agreement, statement, or representation will be valid or binding unless reduced to writing and signed by both parties.

Assignment

- 7. This contract and the duties and rights hereunder may not be assigned except by written agreement of both parties.
- 8. This contract and all matters related hereto are governed by the laws of the State of Texas.

Signed this 10 day of April, 2023

Hopkins COUNTY, TEXAS

By: Philip S. Knudsen

Philip S. Knudsen, Practice Manager



Attest:

Tracy Smith by Courtney Winstead