# **STATE OF TEXAS**

#### **COUNTY OF UPSHUR**

### CONTRACT FOR MEDICAL SERVICES

KNOW ALL MEN BY THESE PRESENTS, that on about the 30 day of \_\_\_\_\_\_\_ 2025, the following parties entered into a contract, the terms and conditions of which are as written herein.

## **PARTIES**

Upshur County Sheriff: Larry Webb

Upshur County Commissioners: Gene Dolle, Pct. 1

Dustin Nicholson, Pct. 2 Michael Ashley, Pct. 3 Jay Miller, Pct. 4 1

Upshur County Judge: Todd Tefteller

Medical Director: Jason Moulton, D.O.

### **TERMS AND CONDITIONS**

- 1. Jason Moulton, D.O. is hereby designated as Medical Director for Upshur County Jail.
- 2. The Medical Director's office address is hereby designated as 205 East Harrison Street, Gilmer, TX 75644 at Pulse Direct Care.
- 3. The Medical Director and the Jail Administrator shall work together to develop a set of medical protocols for the Upshur County Jail. This project will be completed as soon as possible; the anticipated completion date will be no later than 90 days after the date of this contract.
- 4. Throughout the initial term of this contract and any exception thereof, the Medical Director shall provide healthcare services remotely by video visits at least once weekly. Times and dates of video visits will be at the discretion of the Medical Director. Medical Director shall communicate orders to medical staff through video, telephone, fax or application regarding inmate care and prescription information.
- 5. Upshur County shall pay the sum of two thousand dollars (\$2000.00) per month to the Medical Director as compensation for the services contemplated by this contract, payable upon the last day of the month, for the month just ended.
- 6. From time to time, urgent situations may arise. At such times, it may become necessary for Jail Staff members to take individual inmates to the Medical Director's office to be seen the same business day, or next business day, by appointment. When inmates are taken to the Medical Director's office for treatment, the Medical Director will add the charge to a monthly invoice to the Upshur County Jail. Any such invoice shall reflect the reasonable and customary fees charged at a Medicare rate for such additional services. Payment of these invoices will normally be made by Upshur County within 30 days of presentment of such invoice. Questions about any such

invoice will be sent to the Medical Director in writing, no later than 30 days after its presentment. The Medical Director is unable to offer emergency medical care at his office (Pulse Direct Care) and will direct inmates to the nearest Emergency Department. The Medical Director sometimes has other places of employment at Emergency Departments and other Hospital facilities. If inmates are taken to an Emergency Department, and the Medical Director is working as an employee of the Emergency Department, this agreement does not cover care outside of Pulse Direct Care, and will be billed separately by the hospital or third-party billing team.

- 7. The term of contract shall begin on Jun 1, 2025 and shall continue on a month-to-month basis unless terminated as provided herein.
- 8. This contract may be terminated by Upshur County, upon thirty (30) days written notice to the Medical Director. This contract may be terminated by the Medical Director, upon thirty (30) days written notice to the Jail Administrator.

This document is the full and complete agreement between parties. Any questions addressed by the plain-language terms of this contract are to be negotiated between the parties at the time such question arise. Any irreconcilable dispute which may arise over the terms and conditions of this contract shall be resolved by legal action, the agreed venue of which shall be the 115<sup>th</sup> Judicial District Court of Gilmer, Texas.

| SIGNED ON THIS THE 30 day of WAY 2025. |                         |
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| Upshur County Sheriff:                 | Lang Well               |
| Hashan Causa C                         | Larry Webb/             |
| Upshur County Commissioners:           | Gene Dolle, Pet 1       |
|  |                         |
|  | Dustin Nicholson/Pct. 2 |
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|  | Michael Ashiey, Pct. 3  |
|  | Jay Miller, Pct. 4      |
| Upshur County Judge:                   | Todd Tefteller          |
| Medical Director:                      | Jason Moulton, D.O.     |
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