

APPROVED
1/30/2023

TULSA COUNTY JUVENILE BUREAU

MASTER AGREEMENT FOR

COMPREHENSIVE HEALTH SERVICES

AT THE

FAMILY CENTER FOR JUVENILE JUSTICE

TULSA, OKLAHOMA

CMF# 20230135

This Contract is entered into between the Board of County Commissioners of Tulsa County, Oklahoma, on behalf of the Tulsa County Juvenile Bureau (“Agency”) and Turn Key Health Clinics, LLC (“Contractor”). The purpose of this Contract is to contract for the Medical Staffing and Administration of the Family Center for Juvenile Justice, located at 500 W Archer St, Tulsa, OK 74103 (herein called the “Facility”) under the terms and conditions detailed in the Contract.

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1.1 SCOPE OF CONTRACT

The Contractor shall be the supplier and/or coordinator of the health care delivery system at the Facility, as set forth herein. The Contractor shall be responsible for medical care for all juvenile residents at the Facility up to the limits described in this Contract. The responsibility of the Contractor for the medical care of a juvenile resident commences with the commitment of the juvenile resident to the custody of the Facility and ends with the release of the juvenile resident.

1.2 INSURANCE

Contractor will carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually during the entire term and any renewal term of this Contract. Contractor shall provide Agency a certificate of said insurance and will also provide Agency at least 30 days written notice prior to the cancellation of any such insurance policy. Said certificate of insurance shall list Agency as an additional insured. Contractor shall provide Agency updated certificates of insurance to ensure uninterrupted coverage.

1.3 COMPLIANCE WITH APPLICABLE LAW

Contractor will comply with the standards set forth by the State of Oklahoma for the duration of the term of this Agreement with the Agency.

1.4 CONTRACTOR COOPERATION

All Contractor personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Agency. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. The Agency agrees to perform such security checks in a timely manner and not unduly delay such checks.

1.5 PHARMACEUTICAL

The Contractor shall provide for pharmaceutical management services to assure the availability of prescribed medications within a reasonable time period of the order of issue being written except where such medications are not readily available in the local community. In order to facilitate the timely administration of medications, the Agency agrees to allow the use of a juvenile resident’s home medication, as appropriate, upon the verification of the medication by Contractor personnel.

The Contractor shall provide a method for the recording of the administration of medications by

properly authorized Agency personnel and/or Contractor personnel on a pre-approved form that includes documentation of the fact that juvenile residents are receiving and ingesting their prescribed medications. Medication administration and medication documentation training shall be made available for Agency staff, upon request, for times when Contractor personnel are not at the Facility to administer medications. It will be the responsibility of the Agency to pass medication, through properly trained and authorized personnel, when Contractor staff is not present in the facility.

The Contractor will negotiate discounted rates with a pharmacy licensed in the State of Oklahoma. The Agency will be responsible to pay, or seek payment from appropriate third parties, for the costs of all pharmaceuticals as required by current applicable law.

1.6 HOSPITALIZATION, OFF-SITE SERVICES AND SPECIALTY CARE

Contractor will arrange for hospitalization, off-site (outside the Facility) services, and specialty care for juvenile residents who, in the opinion of the treating provider and/or the medical director, require treatment beyond what is provided at the Facility. Costs for such services shall be the responsibility of the Agency, not the Contractor. During the term of this contract, Agency personnel shall defer to the medical expertise and judgment of Contractor's personnel regarding all medical decisions. However, nothing in this Subsection shall prevent or impede the Agency from arranging a juvenile resident's transportation to an off-site Facility when (1) the Agency determines, when Contractor personnel are unavailable, the juvenile resident requires emergent medical treatment; or (2) when the Agency determines the juvenile resident is in need of an additional medical opinion.

1.7 LABORATORY AND RADIOLOGY SERVICES

Contractor shall arrange laboratory services to be performed on-site (within the Facility) to the extent reasonably practicable. The Contractor shall make appropriate off-site arrangements for required laboratory services that cannot be rendered on-site. Additionally, Contractor will make appropriate off-site arrangements for required radiology services. Contractor will arrange and coordinate with the Juvenile Bureau for the transportation for such off-site services. Costs for such services, regardless of location, shall be the responsibility of the Agency or appropriate third party, not the Contractor.

1.8 TRANSPORTATION

The cost of emergency medical transportation will be considered an off-site service. Costs for such services shall be the responsibility of the Agency or appropriate third party, not the Contractor. All other non-emergent transportation relating to the provision of health services shall be also be the responsibility of the Agency or appropriate third party, not the Contractor.

1.9 FINANCIAL LIABILITY FOR NON-CONTRACTOR SERVICES

All financial liability for hospitalizations, transportation, off-site medical care, diagnostic services, specialty consultation and services, dental services, pharmaceuticals, required prosthesis, and individual medical devices shall be the responsibility of the Agency or appropriate third party, not

the Contractor.

1.10 JUVENILE RESIDENTS FROM OTHER JURISDICTIONS

The Contractor will provide on-site services for juvenile residents at the Facility for the Oklahoma Department of Corrections, Oklahoma municipalities, the U.S. Marshals, the Federal Bureau of Prisons, Tribal authorities and/or other custodial jurisdictions. However, hospitalizations, off-site services, specialty services, and pharmaceutical costs associated with juvenile residents from other jurisdictions shall not be the responsibility of the Contractor. The Contractor shall promptly notify the Juvenile Bureau Director for any needed pharmaceutical, specialty service or off-site services for such juvenile residents and shall provide documentation of required treatment to the custodial jurisdiction as requested. Upon receipt, the Contractor shall submit all related bills to the Agency for appropriate processing.

1.11 INDEMNITY AND IMMUNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Tulsa County, the Tulsa County Criminal Justice Authority, the Tulsa County Sheriff's Office, the Board of County Commissioners of Tulsa County, Oklahoma, the Agency and its elected officials, agents, servants, and/or employees (collectively, "Tulsa County") from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the Contractor's delivery of health care services at the Facility. Contractor shall hire a law firm agreeable with Tulsa County to defend the matter, such as the Norman, Wohlgemuth or Sweet law firms.

Nothing herein waives Agency's defense of immunity from suit as provided by Oklahoma Law. The terms and provisions of this Section 1.11 shall survive the termination of this Contract.

1.12 THIRD PARTY PAYORS

Contractor may assist with obtaining private health insurance information, whenever possible, to help ensure claims are billed appropriately for applicable off-site and specialty care medical expenses. However, in no event shall any patient be denied access to appropriate medical care due to a lack of insurance coverage, nor shall insurance coverage and/or a patient's financial condition be taken into consideration when rendering medical care or in the exercise of medical decision-making by the Contractor or its personnel.

1.13 JUVENILE RESIDENT MEDICAL FEE FOR SERVICE SYSTEM

The Contractor and Agency may implement a juvenile resident fee for medical services program for medical encounters as directed by the Agency. Any juvenile resident charges will be established by the Agency in accordance with Oklahoma State Statutes. The Contractor will not be responsible to collect any such fees.

1.14 NEGOTIATION OF DISCOUNTS

Contractor shall use its best efforts to negotiate discounts for medical services and pharmaceuticals.

1.15 PERSONNEL RECORD KEEPING

Contractor shall be responsible to ensure licenses, insurances, workers' compensation, and employment terms for contracted personnel are in place. The Contractor shall, upon request, provide to the Agency proof of licenses and/or certificates for all professional personnel. In addition, professional liability coverage must be in place for all physicians and Nurse Practitioners/Physician Assistants, and other employees or agents of Contractor providing medical or mental health services to juvenile residents.

1.16 STATISTICS

Statistics shall be maintained and provided to the Juvenile Bureau Director and/or the Director's designee on a monthly basis.

1.17 GRIEVANCES

Grievances shall be monitored to detect areas of concern. Juvenile resident grievances shall be documented according to Facility policy, and Contractor personnel shall prepare a response. Contractor shall keep Agency informed of the status of all grievances.

1.18 EMERGENCY ASSISTANCE

The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance at the Facility to the extent or degree required.

1.19 HEALTHCARE PERSONNEL SERVICES PROVIDED

All medical and mental health personnel providing services through the Contractor under this Contract shall be the employees and/or agents of the Contractor and not of the Agency. All wages, worker's compensation, insurance, benefits, vacations, and claims of any kind relating to personnel provided by the Contractor shall be the sole responsibility of the Contractor and not of the Agency.

1. Contractor shall provide medical unit coverage to include:
 - a. **Up to twelve (12) hours a day, seven (7) days a week of on-site licensed nursing services;**
 - b. **Up to six (6) hours a week of on-site or telemedicine provider (MD, DO, NP, PA) coverage;**
 - c. **A physician or midlevel provider who will provide twenty-four (24) hours a day, seven (7) days a week, EMERGENCY on-call coverage for consultation on an as needed basis.**
2. Contractor Personnel shall perform intake screenings while at the Facility. Intake screenings performed by Agency personnel while Contractor Personnel are not at the Facility shall be reviewed by Contractor Personnel within forty-eight (48) hours of being conducted. Juvenile residents identified with significant health concerns will be scheduled for follow-up care, as appropriate.

3. Contractor Personnel shall administer medications, as prescribed, while at the Facility;
4. Contractor Personnel shall conduct sick call triage and follow-up, as indicated; and
5. Contractor Personnel shall provide appropriate and timely response to medical needs and emergencies during regularly scheduled hours at the Facility.

Medical care shall be provided in a manner that is commensurate with the applicable standard(s) of medical care and treatment.

1.20 SATISFACTION WITH HEALTHCARE PERSONNEL

In recognition of the sensitive nature of the Facility's operation, if the Agency becomes dissatisfied with any member of the Contractor's Personnel, the Agency shall provide Contractor written notice of such dissatisfaction and the reason(s) therefore. Following receipt of such notice, Contractor shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the Agency within ten (10) business days following the Contractor's receipt of the notice, Contractor shall remove the individual from providing services at the Facility within a reasonable timeframe considering the effects of such removal on Contractor's ability to deliver healthcare services and recruitment/hiring of an acceptable replacement. The Juvenile Bureau Director reserves the right to revoke the security clearance of any of Contractors' Medical Staffing at any time.

1.21 TESTIFYING IN COURT

Contractor personnel shall be aware that they might, from time to time, be subpoenaed to testify in court or at a deposition regarding medical treatment. Overtime, if any, associated with this obligation is the responsibility of the Contractor. Contractor will keep the Agency informed of any and all requests.

1.22 POLICIES AND PROCEDURES / PROTOCOLS

A written manual of the Agency and Contractor's standardized policies and defined procedures will be available at all times for the Contractor's personnel. The Contractor's nursing protocols shall be devised and approved by a physician licensed in the State of Oklahoma. Policies and procedures and nursing protocols will be reviewed and revised as necessary.

1.23 NON-RESIDENT HEALTH SERVICES

Non-resident health services shall be provided in the form of emergency care for Facility staff and visitors for the purpose of stabilizing the condition and arranging for transport. Emergency services include first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility.

Contractor will provide prophylactic care assessment to Tulsa County Juvenile Bureau employees

and the Contractor's employees in the event of possible exposure to blood borne pathogens as required by the National Commission on Correctional Health Care (NCCHC). For the purposes of this section, communicable disease shall be defined as blood borne diseases such as Human Immunodeficiency Virus (HIV) or Hepatitis. Should possible exposure occur, the exposed individual shall present to Contractor's personnel to be evaluated, and, as medically indicated and authorized by the individual being evaluated, provided emergent care. The Contractor shall instruct the individual on any additional follow-up that may be necessary. The individual's health care provider shall provide all follow-up care.

The Contractor shall make available the Hepatitis B vaccination program and annual Tuberculosis Skin Testing (TST) for all Facility staff as requested by the Juvenile Bureau Director. However, the Agency will bear the cost of the vaccine and serum.

1.24 MEDICAL RECORDS REQUIREMENTS

In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of a juvenile resident is at issue, the Contractor shall make accessible to the Agency such records and, upon request, provide copies. Contractor additionally acknowledges compliance with and understanding of all applicable HIPAA requirements as they apply.

Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the Contract are the property of the Agency. Contractor shall be considered the records custodian during the duration of the Contract. Upon the termination of this Contract, all juvenile resident medical records shall be provided to the Agency in physical form and remain in the care and custody of the Agency.

Any and all legal actions or requests affecting Tulsa County Juvenile Bureau juvenile residents and/or the Contractor's performance arising from this Agreement must be communicated, in writing, to the Agency within twenty-four (24) hours of the Contractor's receipt.

Contractor shall maintain juvenile resident medical records in accordance with Federal and State regulations.

If Contractor chooses to keep electronic records of juvenile residents' medical information, such records shall be maintained on Contractor's computer network, over which Contractor maintains sole responsibility, and which is separate and independent from the Agency and outside of the Facility. Contractor shall be solely responsible for all licensing, software and hardware maintenance required for the use of such network. In addition, Contractor shall be solely responsible for safeguarding juvenile resident medical information collected or transmitted by said network in accordance with all applicable state and federal HIPAA requirements, applicable laws, regulations, rules and policies.

Contractor at all times shall provide to Agency read-only access to all portions of every juvenile resident's electronic medical record maintained by Contractor. Such access shall include the ability to print a hard copy of said medical record or to print portions thereof as may be needed.

Contractor will comply with HIPAA and HITECH Acts.

1.25 TELEHEALTH

In an effort to minimize the need to transport juvenile residents off-site for health services and to provide on-site medical care for juvenile residents, the Contractor agrees to pursue innovative programs such as telehealth services. Contractor agrees to update the Agency quarterly on the status of implementation of any such innovative programs.

II. DUTIES OF AGENCY

2.1 MONTHLY REIMBURSEMENT FOR SERVICES

The reimbursement for the Contract shall be paid by the Agency to the Contractor on a monthly basis.

- A. The monthly reimbursement for base health care services shall be in the amount of **Thirty Thousand Eight Hundred Sixty-Two Dollars and Forty-Eight Cents (\$30,862.48)**. All monthly reimbursements shall be eligible to be pro-rated for any partial months and subject to any reconciliation as applicable. All payments shall be paid in the full amount by the Agency to the Contractor by the 1st day of each month for services rendered the previous month.

This Agreement shall cover services provided by the Contractor for the Agency with a facility average daily population (ADP) up to forty (40) juvenile residents. The ADP will be calculated as the monthly total for all inmates in the jail at 8:00 am each day divided by the number of days in that month. Should the ADP exceed 40 juvenile residents for any given month, the Contractor and Agency agree to renegotiate the terms of reimbursement for the Contractor.

The Contract shall be subject to a reimbursement for services increase of 4.5% or the Consumer Pricing Index for Medical Care, whichever is lower, for each additional renewal. Said renewal is subject to the written agreement of the parties.

2.2 USE OF FACILITY, EQUIPMENT AND SUPPLIES

The Agency shall be responsible for providing the non-exclusive use and access to certain office equipment (copier, fax machine, phones, desks, office chairs, computers, etc.), office supplies (chart folders, pens, paper, etc.) “durable medical equipment” (exam tables, sinks, cabinets, etc.), internet connectivity, and phone service required for the administrative operation of the medical unit. Agency agrees that the Contractor will be provided appropriate space in the Facility to perform all required duties and that the Contractor will be allowed use of the current office, medical equipment, and medical supplies currently at the facility at the initiation of services. Contractor will be responsible for all preventative and predictive maintenance on Agency’s equipment but will not be responsible for replacement of Agency’s equipment.

In the event additional office supplies or equipment, or “durable medical equipment” needs to be purchased, or existing equipment needs to be repaired, it will be the Agency’s responsibility to purchase/repair any equipment that exceeds \$500.00 in cost. All equipment shall be owned by the

Agency. Contractor shall procure standard disposable medical supplies through Tulsa County vendors; however Agency shall bear the cost of standard disposable medical supplies.

2.3 MEDICAL WASTE

The Contractor shall be responsible for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the Facility and disposed of as regulated by federal, state and local laws.

III. GENERAL TERMS AND CONDITIONS

3.1 ALTERATIONS TO CONTRACT

Any alterations, variations, modifications, or waivers of the provisions of the Contract will be valid only if they are reduced to writing, agreed upon by the parties, and attached to the original Contract.

3.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

3.3 TERMINATION OF CONTRACT

A. Termination for Cause

1. If either party fails to fulfill its obligations under the Contract in a timely proper manner, or if either party violates any material covenant, agreement, or stipulation of the Contract, the aggrieved party shall thereupon have the right to terminate the Contract by giving written notice of termination to the other party, which such notice shall be given not less than thirty (30) calendar days prior to the stated effective date of termination. The notice shall specify the effective date of the termination, and the reasons therefore, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination.
2. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by Agency by virtue of any breach of the Contract by the Contractor, and the Agency may withhold any payments to the Contractor in an amount reasonably calculated to be equal to the estimated damages, for the purpose of setoff, until such time as the exact amount of damages to the Agency from the Contractor is determined.

B. Termination for Convenience

The Agency or Contractor may terminate the Contract out of convenience at any time by giving written notice to the Other Party of termination, which such notice shall be given not less than sixty (60) calendar days prior to the stated effective date of termination.

C. Termination upon Bankruptcy, Insolvency

Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or file for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that the receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. This clause extends to any subcontractors the Contractor may choose to employ.

D. Payment due to Termination

Upon termination of this Contract for any reason, prior to the end of the then existing term, the Contractor will be paid up to the effective termination date such sums and expenses, prorated as necessary, in accordance with those monthly fees described in paragraph 2.1.

E. Records and Documentation Remain the Property of the Agency

All medical records, Agency policies and procedures, Agency manuals, instructional books, orientation, and continuing education records shall be the property of the Agency and, at the termination of the Contract, shall remain the property of the Agency without further obligation.

F. Upon termination of this agreement, total responsibility for providing health care services to all juvenile residents, including juvenile residents receiving health care services off-site, will be transferred from the Contractor to the Agency.

IV. CONTRACT TERM

The Contract shall commence on February 1, 2023 and will continue through June 30, 2023. This Contract will be eligible for renewal for indefinite consecutive one (1) year terms upon the mutual written agreement of the Agency and Contractor. Changes to the Contract, including the term and reimbursements for services, will be discussed and agreed upon by both parties prior to the beginning of each extended Contract year.

V. MISCELLANEOUS

5.1 INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Contract. Nothing in this Contract shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Agency to exercise control or direction over the manner or methods by which the Contractor, its employees, agents or subcontractors perform hereunder, or the Contractor to exercise control or direction over the manner or methods by which the Agency and its employees, agents or subcontractors perform hereunder, other than as provided in this Contract.

5.2 PANDEMICS

In the event of a widespread pandemic, the parties acknowledge that the medical personnel coverage provided for herein may need to be adjusted due to heightened screening measures, enhanced safety precautions, and/or staffing shortages resulting from the pandemic. Furthermore, depending on the nature of the pandemic, the parties agree that increased utilization of telemedicine services, where practicable, may be necessary to reduce the risk of spread to the Facility and to maintain sufficient provider and/or nursing staffing levels. The parties agree that any such measures taken in response to a pandemic shall be approved and communicated in writing between the parties and shall not require a formal amendment to this agreement. Any such measures taken in response to a pandemic shall be effective until the resolution of the pandemic or until the parties provide notice in writing that such measures are no longer necessary.

5.3 SUBCONTRACTING

In order to discharge its obligation hereunder, the Contractor may engage certain physicians as independent contractors rather than employees (“Contract Professionals”). The Contractor shall not engage any Contract Professionals that do not meet the applicable professional licensing requirements and the Contractor shall exercise administrative supervision over such Contract Professionals as necessary to ensure the strict fulfillment of the obligations contained in this Contract. Services provided by Contract Professionals under this Contract shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professionals are required to exercise.

5.4 AGENCY STATUTORY DELEGATION

Agency agrees to cooperate with Contractor for purposes of asserting any statutory rights afforded to the Agency or the Facility to pay providers for medical services at certain reduced rates so that Contractor may legally receive the benefit of such reduced rates. Likewise, Contractor agrees to adhere to the statutory regulations that exclude the Agency from financial responsibility for off-site services.

5.5 EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Contractor will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

5.6 WAIVER OF BREACH

The waiver of either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.7 NOTICES

Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) 3 days after mailing when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by electronic means or facsimile to the parties listed below:

If for Turn Key:

Turn Key Health Clinics, LLC
Attn: Flint Junod, CEO
900 NW 12th Street
Oklahoma City, OK 73106

Telephone: (405) 516-0276

If for Tulsa County Juvenile Bureau:

Anthony Taylor, Director
Tulsa County Juvenile Bureau
500 W Archer St
Tulsa, OK 74103

Telephone: (918) 596-5971

Either party may change such address or phone number from time to time by providing written notice as provided above.

5.8 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma and the County of Tulsa without regard to the conflicts of laws or rules of any jurisdiction.

Notwithstanding anything herein to the contrary, if (i) any applicable law, statute, regulation, ordinance, standard, rule, court order or decree, policy, practice or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including Tulsa County Juvenile Bureau and/or Tulsa County, or their respective officers or agents) is adopted, implemented, amended or changed, or if (ii) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced or mandated to treat any illness, disease or condition, and if such change, as described in either (i) or (ii), materially increases the cost to the Contractor of providing healthcare services hereunder; then the Contractor and Agency will meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day

period, then either the Contractor or Agency may terminate their Agreement with Tulsa County upon sixty (60) days prior written notice.

5.9 COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

5.10 TITLE OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

5.11 ORDER OF CONTRACTUAL ADHERENCE

The order of contractual adherence shall be bound by the most recent written agreement or understanding between the Agency and Contractor. Order of adherence shall be as follows:

1. The most current Addendum to the Contract.
2. The original Contract between the Contractor and Agency.

5.12 SEVERABILITY

In the event that any one or more provisions of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.


5.13 ENTIRE CONTRACT

This Contract and Contractor's proposal, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. In the event of a conflict, the contract will take precedence, followed by the Proposal. This Contract may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as their official action by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

TURN KEY HEALTH CLINICS, LLC.

Dated: 1/20, 2023 By: 
Flint Junod, Chief Executive Officer

TULSA COUNTY JUVENILE BUREAU

Dated: January 30, 2023 By: 
Anthony Taylor, Director

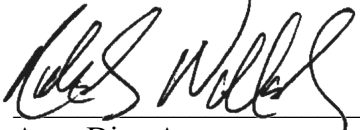
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS

Dated: January 30, 2023 By: 

Attest: 



APPROVED AS TO FORM:


Asst. Dist. Attorney