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# MEMO

APPROVED  
8/29/2022



DATE: August 23, 2022

FROM: Matney M. Ellis  
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – Turn Key Health Clinics, LLC

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Sheriff's Office and Turn Key Health Clinics, LLC for medical staffing and administration of the David L. Moss Criminal Justice Center at a monthly rate of \$558,556.11 beginning August 29, 2022 through June 30, 2023 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The August 29, 2022 BOCC meeting agenda.

CMF# 20221680

APPROVED  
8/29/2022

**TULSA COUNTY SHERIFF'S OFFICE  
TULSA COUNTY, OKLAHOMA**

**MASTER AGREEMENT FOR**

**COMPREHENSIVE HEALTH SERVICES**

**AT THE**

**DAVID L. MOSS CRIMINAL JUSTICE CENTER**

**TULSA, OKLAHOMA**

CMF# 20221680

This Contract is entered into between the Board of County Commissioners of the County of Tulsa Oklahoma, on behalf of the Tulsa County Sheriff ("Agency") and Turn Key Health Clinics, LLC ("Contractor"). The purpose of this Contract is to contract for the Medical Staffing and Administration of the David L. Moss Criminal Justice Center, located at 300 N. Denver Avenue, Tulsa, Oklahoma 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**

Under Oklahoma law, every county is required to provide for a jail and fund its operation, and as specified by the standards promulgated pursuant to Section 192 of Title 74 of the Oklahoma Statutes, it is the duty of the sheriff of each county to provide required medical care for the inmates, detainees and other persons housed in the county jail (collectively, "Inmates"). The Sheriff of Tulsa County is not a physician licensed within the State to provide medical care and treatment to others; accordingly, the purpose of this Contract is to discharge the sheriff's duty to provide the required medical care by contracting with Contractor who hereby represents and warrants to the Agency that it employs and/or contracts with the duly licensed and qualified physicians, psychiatrists, dentists, registered nurses, physician assistants, nurse practitioners, licensed practical nurses, dental assistants, licensed professional mental healthcare counselors, and other licensed and/or accredited medical personnel ("Contractor personnel") necessary for the delivery of comprehensive healthcare services at the Facility. During the term of this contract, Agency personnel shall defer to the medical expertise and judgment of Contractor's personnel regarding all medical decisions. Notwithstanding the foregoing, the Agency reserves at all times the right to reasonably challenge any act or omission of Contractor personnel that appears below the standard of care that a layperson could reasonably expect from such professional.

Contractor shall be the sole supplier and/or coordinator of the health care delivery system at the Facility. The Contractor's responsibility for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate. Services shall be in accordance with the laws of the State of Oklahoma, the American Correctional Association (ACA) standards, the National Commission on Correctional Healthcare (NCCHC) standards, and the Prison Rape Elimination Act (PREA).

Contractor will provide reasonable and necessary professional medical, dental, psychiatric, pharmaceutical, and related health care and administrative services ("Comprehensive Health Care") for all inmates. Contractor's delivery of Comprehensive Health Care will include a medical, dental and mental health care screening of inmates upon arrival at the Facility, regularly scheduled sick call, nursing coverage, regular provider visits (physician, physician assistant, ARNP), onsite infirmary care, physical evaluations, access to hospitalization, medical specialty services, and emergency medical care, medical records management, pharmacy services, health education and training, a quality assurance program, administrative support services, and other services, as more specifically described hereinafter. If Contractor finds that it cannot meet the terms of this contract or any part thereof, it shall promptly notify Agency in writing of the area of non-compliance, so that the problem can be addressed.

All Inmates will be seen by the registered nurse (RN) or licensed practical nurse (LPN) in intake within a reasonable time but no later than four (4) hours of their arrival or immediately, if asked, unless there is an irregular influx of bookings, at which time the Contractor will use best efforts to complete within a reasonable time frame.

Staffing of the intake area will include one LPN or RN with a second LPN or RN during peak hours of operation, as necessary. Workstations for each intake nurse must be complete with a computer (provided by TCSO) and all clinical tools necessary to perform this work. In the event the electronic system malfunctions, intakes will be completed on paper until the system is back up.

If, at any time, intake is backed up more than 4 hours, additional staff sufficient to clear the back-up will be required. In the event the backup is caused by a sudden influx of inmates, the Agency agrees Contractor will be allowed a reasonable timeframe to secure additional staffing.

Inmates housed in the infirmary will be evaluated every shift by the infirmary nurse. Inmates housed in the segregated unit or in observation cells for suicide watch will be evaluated as medically indicated. An appropriate note in the EMR will be generated.

Contractor agrees to notify the facility director or designee when key health services personnel, such as the Health Services Administrator and/or the Medical Director, will be off the grounds of the facility for any leave of absence exceeding 24 hours. A written notification must include the name, title, and contact information of the person providing coverage.

Contractor will provide dietary consultation when such services are clinically indicated or needed as a part of a therapeutic regimen or treatment plan.

Contractor will utilize a local retail pharmacy when necessary prescriptions cannot be readily obtained from other sources. When manufacturer problems or national shortages preclude the continuation of necessary medications, therapeutic substitutions will be made so that care is not interrupted. In the event of a national shortage of vaccines, the Contractor will follow recommendations of the Centers for Disease Control (CDC) and will track Inmates who require vaccination and ensure its provision when supplies become available.

Contractor shall identify to TCSO those Inmates with medical/mental conditions which may be worsened as a result of being incarcerated at the Facility or which may require extensive care while incarcerated. After review of the circumstances surrounding the charges, and when security risks are minimal, the TCSO shall make every effort to have those Inmates released.

Contractor shall operate the clinic/infirmary seven (7) days per week, including Sundays and holidays for necessary treatments, history and physicals (H & P's), prioritized sick call, and urgent care. H&P's may not be performed on weekends or holidays unless it be necessary to be performed on those days in order to meet the 14-day requirement.

The physician or mid-level provider (MLP) will be physically on site daily. They are to perform and enter into the electronic medical record (EMR) an H&P within 24 hours for every patient admitted into the infirmary and to round in accordance to NCCHC and ACA standards. They are to be available by telephone or telemedicine (if available) twenty-four (24) hours per day, seven (7) days per week for consultation by the nurse for questions pertaining to the infirmary, suicide

watch, sick call, intake, H&P's or segregation units. They must, at a minimum, be certified in basic life support (BLS). It is permitted to have a resident physician in training as an adjunct to this call schedule acting under the supervision of the physician. As medically appropriate, a subjective/objective/assessment/plan/education (SOAPE) note will be entered in the EMR. LPN's may be staffed in the infirmary.

To the extent specialty care is required and cannot be rendered on-site, the Contractor will make appropriate off-site arrangements for the rendering of such care. The Contractor will make every effort to schedule routine off-site services in a manner convenient for TCSO transportation, and during the normal business hours of Monday through Friday, 8 a.m. to 4 p.m., or as reasonably agreed upon between the Contractor's and the specialist's office.

Contractor shall identify to TCSO those Inmates with medical/mental conditions which may be worsened as a result of being incarcerated at the Facility or which may require extensive care while incarcerated. After review of the circumstances surrounding the charges, and when security risks are minimal, the TCSO shall make every effort to have those Inmates released.

Contractor will provide ophthalmological services to the extent necessary to relieve or alleviate any exacerbation of a debilitating medical condition requiring ophthalmological services, or in the event of a court order to provide such services.

Contractor will provide first response emergency medical treatment to Inmates, visitors, and TCSO staff as necessary and appropriate on-site. The Contractor will provide off-site emergency medical care for Inmates, as required, through arrangements to be determined with local hospitals. The Contractor will be responsible for providing and maintaining adequate and functional emergency equipment and for the training and certification (BLS) of appropriate Contractor staff to use that equipment. The numbers and location of AED's must be agreed upon by TCSO. Provision of emergency services to staff shall be limited to injuries or short-term emergency care received while on duty at the jail.

If services are requested by TCSO outside this contract (e.g., TCSO staff flu shots or Hepatitis C vaccinations), the Contractor shall make reasonable effort to provide such services. Such services will be an additional cost and will be invoiced to TCSO on a monthly basis. TCSO agrees to reimburse such costs within 30 days of the receipt of said invoice.

**KIOSK REQUEST SYSTEM:** Inmates at the Facility have access to an electronic system for general and specific questions/comments/complaints. The Contractor agrees that such requests categorized as a medical/healthcare specific question will be triaged within a reasonable time period of receipt by the Contractor in compliance with NCCHC and ACA accreditation standards.

#### **USE OF INMATES IN THE PROVISION OF HEALTH CARE SERVICES.**

Inmates will not be employed or otherwise engaged by either the Contractor or TCSO in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to Inmates as the Contractor and TCSO may mutually agree.

Contractor shall submit monthly staffing plans for the Facility to the TCSO. Any deviations from the established staffing plans must be communicated in writing to TCSO, including the reasons for the staffing shortage and the steps taken to alleviate the shortage.

**DEFINITION:** The Contractor shall institute a program of Continuous Quality Improvement (CQI) Program and Professional Peer Review, which will include, but not be limited to, audits, and medical record review. Physician peer reviews shall occur not less than annually. Within ninety (90) days of commencement of services under this agreement, the Contractor must provide evidence to the TCSO that a CQI Program is in place that includes quarterly meetings of the CQI committee and monthly Medical Audit Committee (MAC) meetings. The CQI program will use a multi-disciplinary committee and must involve all health care disciplines during the calendar year. Morbidity and Mortality reviews must come under the scope of CQJ program.

Contractor shall provide a peer review of all primary care providers to include physicians, psychiatrists, dentist, nurse practitioners, physician assistants, and PhD level psychologist, conducted on no less than annual basis. Peer reviews should include such activities as chart review, medical treatment plan review for special needs inmates, review of off-site consultations, specialty referrals, emergencies, and in-patient and outpatient hospitalization.

The completion of the reviews should be appropriately documented. Where possible or appropriate to affect the purposes of peer review, such proceeding will be conducted in accordance with applicable peer review statutes or regulations and applicable confidentiality requirements.

**INMATE AND STAFF HEALTH EDUCATION.** Contractor will conduct an ongoing health education program for Inmates and correctional officers at the Facility. This health care education program will include, at TCSO's request, programs in first aid, signs and symptoms of chemical dependency and withdrawal, recognition of the suicidal signs, and reactions to medical emergencies.

Contractor will be responsible for all long-distance charges.

**SUPPLIES.** The Contractor warrants and represents that the quality and quantity of supplies provided by Contractor during this agreement will be sufficient to enable Contractor to perform its obligations hereunder.

A withhold from base compensation may be imposed by the TCSO for any unpaid hours on a monthly basis below total hours shown on Exhibit A. In such event, TCSO may deduct from its monthly payment to the Contractor at 100% of the average withhold rate for the position/category as set forth in Exhibit A which is attached and incorporated herein. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position (e.g., an RN may cover for an LPN). Contractor will provide TCSO with a monthly contractual staffing compliance report showing all contract positions relative to the staffing matrix. Staffing deductions shall not apply in the event the Agency is more than 30 days past due with reimbursement payment in accordance to Section 2.1.

## **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.

### **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 a complete pharmaceutical system for inmates housed at the Facility. The Contractor will be responsible to pay the costs of pharmaceuticals and pharmaceutical supplies as required by current applicable law. The cost for pharmaceuticals, medications and associated supplies required to treat blood or organ disease (i.e., hemophilia, hepatitis) shall be limited to \$25,000.00 per year and shall be applied to the Maximum Limit defined in Section 1.9. Costs exceeding the \$25,000.00 limit shall be the responsibility of the Agency. Non-reimbursed pharmaceutical costs incurred by the Contractor for providing health services to Federal Inmates (ICE, USM, FBOP, BIA, etc.) shall also be applied to the maximum financial limit established in Section 1.9. The maximum financial limit shall be pro-rated for any partial year of services.

The Contractor shall provide for pharmaceutical 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. Pharmaceutical services shall be consistent with State and Federal regulations and must be monitored by a licensed qualified pharmacist. The Agency agrees to allow the use of an Inmate's home medication, as appropriate, upon the verification of the medication by Contractor personnel.

The Contractor shall provide for the recording of the administration of medications in a manner that includes documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered, or the wrong medication administered, and the acts and circumstances regarding the administration.

### **1.6 OFF-SITE CARE AND HOSPITALIZATION**

Contractor will arrange for off-site care and hospitalization for Inmates who, in the opinion of the treating provider and/or the medical director, require hospitalization or care beyond the capabilities of the Facility. Costs for such services shall be included in the maximum liability amount in Section 1.9.

### **1.7 DENTAL CARE**

As indicated, the Contractor shall provide basic oral screening and basic on-site dental care for

Inmates by on-site personnel. Contractor shall arrange and bear the cost of emergency dental services only if its medical director determines that such care is medically necessary and unable to be performed by on-site dental personnel. Dental services performed off-site will be considered off-site medical. Costs for such services shall be included in the maximum liability amount in Section 1.9.

### **1.8 SPECIALTY SERVICES**

Contractor shall provide for necessary laboratory, mobile or off-site x-rays, telemedicine, diagnostics, consultations and other on-site or off-site specialty services. The cost of these services will be considered off-site medical care, regardless of whether the services are performed at the Facility or in the community. Costs for such services shall be included in the maximum liability amount in Section 1.9.

Contractor shall arrange healthcare services for any pregnant Inmate, but Contractor shall not be responsible for the care or cost of any healthcare services provided to the Inmate's infant(s).

Contractor shall not be responsible for the provision of eyeglasses, contact lenses, hearing aids, hearing aid supplies, or any other prosthesis devices.

### **1.9 FINANCIAL LIMITS**

Contractor's Maximum annual combined liability for hospitalizations and other off-site medical services, off-site dental services, specialty services (x-ray, lab, consults, etc.), and medications and supplies associated with the treatment of blood or organ disease (i.e., hemophilia, hepatitis) shall be five hundred thousand dollars (\$500,000.00). The aggregate limit shall be pro-rated accordingly on a daily rate basis for service, provided during a partial year of services. In the event the aggregate maximum annual combined liability is exceeded in any given contract year, additional costs of services shall be submitted to the Agency for processing and appropriate payment. Notwithstanding any other provision within this agreement, any and all costs incurred by the Contractor relating to or in the provision of off-site medical care, dental care, hospitalizations, specialty care, and specific medications will be subject to the limitations of liability.

### **1.10 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 and Sweet law firms.

Immunity from liability and/or indemnity shall not extend to the Agency for any claims arising from the negligence or torts on the part of the Agency, any Agency personnel or agents in promptly and/or accurately presenting a person to the appropriate Contractor's personnel or independent contractors if it should have been reasonably known that the individual was in need of medical attention, or in denying the Contractor or its personnel access to treat any such individuals in need



of medical attention. Nor shall such immunity or indemnity extend to any injuries arising from Agency superseding Contractor personnel's medical decision-making.

**Intellectual Property Indemnification:** If Contractor or Agency receives notice that any of the System components, equipment or software, or parts thereof, violate or infringe on the intellectual property rights of any other party, Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless, Tulsa County, the Tulsa County Criminal Justice Authority, the Tulsa County Sheriff's Office, the Board of County Commissioners of the County of Tulsa, the Agency and its elected officials, agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the use of the System.

Nothing herein waives Agency's defense of immunity from suit as provided by Oklahoma Law. The terms and provisions of this Section 1.10 shall survive the termination of this Contract.

### **1.11 THIRD PARTY PAYORS**

Contractor shall 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.

### **1.12 NEGOTIATION OF DISCOUNTS**

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

### **1.13 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 Inmates.

### **1.14 STATISTICS**

Statistics shall be maintained and provided to the Jail Administrator and/or the Contract Monitor on a monthly basis.

### **1.15 GRIEVANCES**

Grievances shall be monitored to detect areas of concern. Inmate 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.

## **1.16 EMERGENCY ASSISTANCE**

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

## **1.17 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. Such individuals shall hereby be referred to as the "Medical Staffing." All wages, worker's compensation, insurance, benefits, vacations, and claims of any kind relating to the Healthcare Personnel provided by the Contractor shall be the sole responsibility of the Contractor and not of the Agency.

Contractor shall provide medical unit coverage twenty-four hours a day, seven days a week in accordance with the matrix in Attachment A.

Contractor shall ensure:

- a) Initial health screenings are performed for inmates upon admission to the facility and upon presentation to medical staff within a timely manner;
- b) Adequate staffing levels to ensure appropriate delivery of care in the Infirmary;
- c) Tuberculosis Skin Testing (TST) and History and Physicals for all inmates within fourteen (14) days of incarceration;
- d) Medications are administered as prescribed, assuming such prescribed medications are readily available to the Facility. To the extent medications are not readily available to the facility, Contractor personnel will provide such medications as soon as practicable and/or will provide Inmates with appropriate substitute medication(s);
- e) Timely sick call triage and follow-up;
- f) Appropriate and timely response to medical needs and emergencies;
- g) Operations are in compliance with Oklahoma Jail Standards (OJS), American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), and the Prison Rape Elimination Act (PREA);
- h) Contractor shall provide COVID-19 Rapid Tests to the Facility's Inmate population as required by law, contract and applicable healthcare guidelines, as practicable; and
- i) Contractor shall maintain sufficient inventory of COVID-19 Rapid Test kits on hand to service the Inmate population at the Facility and the Facility's population of Inmates from other jurisdictions, provided such supplies are available in the community.

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

Personnel files (or copies thereof) of Contractor's employees assigned to the Facility are to be maintained at Tum Key's corporate office and shall be available to the Agency upon written request.

#### **1.18 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 Healthcare 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 Sheriff reserves the right to revoke the security clearance of any of Contractors' Medical Staffing at any time.

#### **1.19 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.

#### **1.20 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.

#### **1.21 TRANSPORTATION**

Contractor will coordinate with the Agency to arrange for Inmate transportation for emergency ambulance care. All other non-emergent transportation relating to the provision of health services shall be the responsibility of the Agency.

#### **1.22 NON-INMATE HEALTH SERVICES**

Non-inmate 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 TCSO employees and the Contractor's employees in the event of possible exposure to blood borne pathogens as required by 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 Sheriff. However, the Agency will bear the cost of the vaccine and serum.

### **1.23 INMATES FROM OTHER JURISDICTIONS**

Contractor will provide medical services to all Oklahoma Department of Corrections, Department of Justice, ICE, tribal nations, municipal, and Marshal's service detainees and Inmates while such individuals are detained at the Facility. All billable (off-site medical services and itemized on-site care, supplies or pharmaceuticals) charges will be submitted for payment to the appropriate responsible party. Should such billing and reimbursement only be accepted through Tulsa County, all reimbursements will ultimately be paid back to the Contractor. It is not the intent of this provision that the Contractor would be required to pay for any pharmaceuticals, off-site care, or specialty services for any ICE, DOC, or Marshal detainees.

### **1.24 MEDICAL RECORDS REQUIREMENTS**

An electronic health record (CorEMR) consistent with state regulations and community standards of practice shall be maintained for each Inmate held beyond the first appearance in court for services rendered following the inmate's assignment to a housing area. These records shall be kept separate from the jail confinement records of the Inmate on a server designated and owned by the Agency.

In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an Inmate 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 to correctional facilities.

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 Tulsa County Sheriff's Office. Contractor shall be considered the records custodian during the duration of the Contract. Upon the termination of this Contract, all Inmate medical records shall remain in the care and custody of the Agency.

Any and all legal actions or requests affecting Tulsa County Inmates and/or the Contractor's performance within the Agency in Tulsa County must be communicated, in writing, to the Agency within twenty-four hours of the Contractor's receipt.

Contractor may elect to maintain Inmate medical records, in accordance with Federal and State

regulations, on a server outside the facility hosted by a third-party.

Contractor at all times shall provide to Agency's contract monitor(s) read-only access to all portions of every Inmates electronic medical record maintained by Contractor. Such access to 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 all requirements of the HIPAA, and HITECH Acts as stated within the Business Associates Agreement dated November 21, 2016.

### **1.25 CONTAMINATED WASTE**

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

### **1.26 ACCREDITATION**

Contractor's services hereunder will be designed to be in compliance with the standards developed by the NCCHC Jail Standards and the ACA Standards for Adult Correctional Institutions in accordance with the most recent editions. However, the Contractor shall not be responsible for failure due to standards that are not directly related to medical care.

Contractor will schedule and pay for the NCCHC accreditation at its cost, including a mock survey if requested by the TCSO. ACA accreditation costs shall be paid by the TCSO.

### **1.27 TELEHEALTH**

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

### **1.28 CUSTODY PROTECT MONITORING SERVICES**

Contractor shall provide Agency with enhanced monitoring of Inmate health and safety in the Agency's Facility through Contractor's use of the 4SightLabs Custody Protect system (herein, "System"). System capabilities includes bio sensor and vital sign tracking information, cloud storage and data export abilities, and real-time alert sync between multiple monitoring areas and control stations.

Contractor will provide sufficient System monitoring products and services to simultaneously monitor a total of up to 110 inmates simultaneously. Contractor's medical personnel shall also be responsible for attaching the Custody Protect monitoring systems to Inmates for monitoring and as necessary, replacing Custody Protect biosensors on selected Inmates as required by battery life and system operation. Custody Protect Assets will be deployed in the Facility as directed by the Sheriff in response to operational needs. Should Contractor identify an individual that would benefit from the use of Custody Protect Assets, Contractor shall notify Agency, and shall equip

such individual as necessary.

Contractor shall at all times have responsibility for monitoring, interpreting, evaluating and responding to health data for all System-monitored Inmates on the System Monitoring tablet. Contractor will provide inmate health monitoring services from monitoring stations deployed in the medical pod, or other advantageous locations as identified. Multiple monitoring stations will be deployed to maximize redundancy in monitoring tasks. Contractor shall monitor the System for the health data of each inmate for emergency health events as well as general health conditions. In the event of an inmate medical event or alert identified by the System, Contractor shall be responsible for initiating emergency medical protocols within the Facility and promptly alerting Sheriff's personnel regarding the event. In addition, Contractor is solely responsible for monitoring System performance, connectivity to the Agency's Wi-Fi, where available, and operating conditions. Contractor is responsible for maintaining System performance; including, but not limited to software updates, system upgrades, training, installation, technical support, cloud services. Contractor shall promptly inform Sheriff's personnel of any System degradation, including lack of connectivity or any other malfunction that requires mitigating measures to monitor Inmates.

Although Contractor is responsible for monitoring the System and responding to system alerts and non-alerted Inmate health events, Contractor shall provide training to Agency to include identifying normal and degraded operation of the System; and identifying System alerts regarding Inmate health condition. In no event shall Contractor expect or be required to train Agency personnel to interpret or diagnose Inmate health conditions. Agency shall promptly notify Contractor of any operational issues with the system or the equipment they identify.

The Custody Protect services shall reside and be maintained on Contractor's computer network. Contractor shall be solely responsible for all licensing, software and hardware maintenance required for the use of the Custody Protect monitoring services in the Facility. In addition, Contractor shall be solely responsible for safeguarding Inmate health information collected or transmitted by the System in accordance with all applicable state and federal HIPPA requirements, applicable laws, regulations, rules and policies. In the course of providing the Custody Protect services Contractor may collect and share with Custody Protect non-identifiable demographic and system performance data.

## **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 **Five Hundred Fifty-Eight Thousand Five Hundred Fifty-Six Dollars and Eleven Cents (\$558,556.11)**. 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 1<sup>st</sup> day of each month for services rendered the previous month.

B. Enhanced COVID-19 Services:

1. An **additional reimbursement** from Agency to Contractor is to be made on a monthly basis for COVID-19 Rapid Tests in the amount of **Seven Hundred Fifty Dollars (\$750.00)** per case of test kits plus shipping and handling where applicable, for Contractor's actual cost of supplies for each COVID-19 Rapid Test administered to an Inmate at the Facility. This additional reimbursement shall be billed monthly, itemized and identify the Inmate receiving the test. The total amount of reimbursement for COVID-19 Rapid Test Kits shall not exceed \$30,000 per month unless agreed between the parties in writing.

C. Custody Protect Services:

1. An **additional reimbursement** from Agency to Contractor is to be made on a monthly basis for the services outlined above in Section 1.28 in the amount of **Fifty-Six Thousand Five Hundred Sixty-One Dollars and Fifty Cents (\$56,561.50)**. All payments shall be paid in the full amount by the Agency to the Contractor by the 1<sup>st</sup> 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 one thousand eight hundred (1,800) Inmates. 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 1,800 inmates 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 at a mutually agreed upon percentage not to exceed the Consumer Pricing Index for Medical Care for each additional renewal. Contractor shall give Agency written notice of a services increase in writing, 30 days in advance of any increase going into effect. Any increase must be approved, in writing, by both 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 durable office or 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. Provided that, Contractor shall provide and bear the cost of standard disposable medical supplies.

### **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 one hundred twenty (120) 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 has the strength that which proceeding or petition has not been dismissed, vacated, or stayed within 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 inmates, including inmates receiving health care services off-site, will be transferred from the Contractor to the Agency.

**G. Termination of Enhanced COVID-19 and Custody Protect Monitoring Services**

The Enhanced COVID-19 and Custody Protect Monitoring Services described in Paragraphs 1.28 and 2.1B are services provided by Contractor to Agency in addition to comprehensive medical services. Agency may terminate either service or both, on ninety (90) days' written notice to Contractor, without disturbing the remaining scope of services and rights and responsibilities of the parties.

**3.4 CONTRACTUAL WITHHOLDS**

Within ninety (90) days of the execution of this agreement, the Agency and the Contractor agree to meet in good faith to define contractual performance thresholds that may include reductions of the reimbursement fees as defined in Section 2.1. The Agency and the Contractor agree that withholds may include reductions due to the inability to maintain adequate personnel levels as defined in Attachment A, reductions due to the inability to maintain ACA or NCCHC accreditation, reductions for delays in completing intake screenings and/or health assessment within a specified time period, and/or reductions for performance that falls below mutually agreed upon additional quality assurance thresholds.

**IV. CONTRACT TERM**

The Contract shall commence on August 29 2022 and will continue through June 30, 2023 and replace the prior contract (CMF#239751, as subsequently amended and extended). . This Contract will be eligible for renewal for subsequent, consecutive one (1) year terms upon the mutual 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 exigent measures taken in response to a pandemic shall be approved and communicated in writing between the parties and memorialized in a written amendment to this agreement. Any such measures taken in response to a pandemic shall be effective 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 (e.g., Statute 19-746) 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 (e.g., Statute 19-746 – "the custodial county shall only be liable for the cost of medical care for conditions that are not preexisting prior to arrest and that arise due to acts or omissions of the county.")

## **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 12<sup>th</sup> Street  
Oklahoma City, OK 73106  
Telephone: (405) 516-0276

If for Tulsa County Sheriff's Office:

Vic Regalado, Sheriff  
Tulsa County Sheriff's Office  
303 W. 1<sup>st</sup> Street  
Tulsa, OK 74103  
Telephone: (918) 596-5601

With a copy to:

Board of County Commissioners of the County of Tulsa  
218 W. 6<sup>th</sup> St., 9<sup>th</sup> Floor  
Tulsa, OK 74119

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 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 Sheriff's Office 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.
3. The Contractor's proposal.
4. The Agency's RFP.

## **5.12 PERFORMANCE BOND**

The Contractor shall provide a performance bond in the amount of \$1,000,000.00.

## **5.13 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.

**5.14 ENTIRE CONTRACT**

This Contract, including the RFP 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, secondly the Proposal and then the RFP. 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:

[Signature Page Follows]

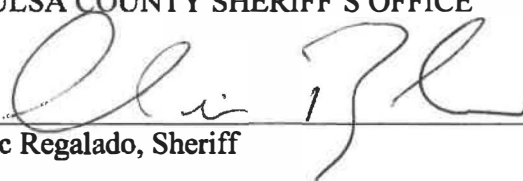
TURN KEY HEALTH CLINICS, LLC.

Dated: 8/10, 2022

By:   
Flint Junod, Chief Executive Officer

TULSA COUNTY SHERIFF'S OFFICE

Dated: 08-19-, 2022

By:   
Vic Regalado, Sheriff

BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF TULSA

Dated: August 29, 2022

By: 

Attest: 



Approved as to form:

  
Assistant District Attorney

ATTACHMENT A

<b>TULSA COUNTY</b>	
<b>David L. Moss</b>	
<b>POSITION</b>	<b>FTE</b>
Health Services Administrator	1.00
Administrative Assistant	1.00
Medical Records	1.00
Director of Nursing	1.00
Medical Director	0.80
APRN/PA	2.00
Psychiatrist / Psychiatric Nurse Practitioner *	1.00
Mental Health Administrator	1.00
Mental Health Professional	3.00
Community Coordinator	1.00
Dentist	0.60
Dental Assist / Medical Records	0.90
Utilization & Case Manager	1.00
QI / Educator	1.00
RN	5.60
LPN	18.40
CMA – Med Pass	8.40
Licensed Nurses / Mental Health Technicians	2.30
	<b>51.00</b>
<b>CUSTODY PROTECT SERVICES</b>	
Monitoring, Placement, and Removal of Devices	6.30
<b>Total Hours / FTE</b>	<b>57.30</b>

\* Should a Psychiatric Nurse Practitioner Specialist be used, the minimum contractual requirement will increase to 1.2 FTEs.