
MEMO

APPROVED
7/5/2022



DATE: June 29, 2022
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Sooner Medical Staffing, LLC

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

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Juvenile Detention Center and Sooner Medical Staffing, LLC for recruitment of qualified healthcare professionals as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The July 5, 2022 BOCC meeting agenda.

CMF# 20221301

STAFFING SERVICES AGREEMENT

This Staffing Services Agreement (this “Agreement”) is made and entered into this 23 day of June 2022, ~~2021~~ (the “Effective Date”), by and between the Board of County Commissioners of Tulsa County, on behalf of the Tulsa County Juvenile Detention Center, (the “Client”), and Sooner Medical Staffing, LLC, an Oklahoma limited liability company (“SMS”), with reference to the following circumstances:

RECITALS

- A. The Client operates a healthcare facility/company, and the Client recognizes its continual need to staff qualified personnel to perform healthcare related services within its facility on a temporary, as-needed basis, or for permanent placement to fill a Client open position(s);
- B. SMS is a healthcare staffing, personal services, and recruitment company in the business of recruiting and supplying qualified healthcare professionals (“Associates”) to healthcare providers to perform temporary, contract based services, short or long-term companion/sitter assignments, or candidates for permanent placement to such providers; and
- C. The Client wishes to engage SMS to recruit qualified Associates for placement with Client as the need for temporary, contract based services or recruitment/permanent placement arise according to the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

1. DUTIES AND OBLIGATIONS OF SMS.

During the Term of this Agreement (as hereinafter defined), SMS will provide the following services to the Client (collectively, the “Services”):

1.1. Associate Recruitment

. SMS shall identify and recruit Associates to provide temporary, contract based services to the Client, and the Client hereby authorizes SMS to identify, recruit and select such Associates to provide such services to the Client subject to the other terms and conditions of this Agreement. SMS is not obligated to fulfill each of the Client’s requests for Associates, but SMS will use its best efforts to do so. SMS will not use any sub-contractors unless separately agreed to in writing by Client. All Associates are employees of SMS, and are not employees of the Client.

1.2. Associate Certification Qualifications

. SMS shall ensure that all Associates satisfy or will satisfy prior to providing services to the Client all applicable healthcare legal and regulatory requirements in order to initially be eligible to fill the position for which they qualify. SMS shall bear all costs associated with such initial eligibility, and the Client shall

have no obligation or liability for such costs. Upon the request of the Client, SMS will provide the Client with evidence satisfactory of such qualifications for each Associate identified by SMS.

1.3. Associate Employment Qualifications

. SMS shall ensure that all Associates providing services in a particular position with the Client meet the reasonable employment qualifications of the Client for such position, including education, language and other training, licensure and competence. The Client may supply SMS with a written summary of such reasonable employment qualifications for each position. If no such summary is provided for a particular position, such qualifications shall be deemed to be met if an Associate meets the requirements generally acceptable for employment with United States healthcare providers engaged in the same or similar businesses as the Client.

1.4. Limitation of Liability

. SMS's obligations under this Agreement shall be limited to those specifically described herein. In no event shall SMS be liable to the Client, whether pursuant to a breach of this Agreement, in tort or otherwise, for damages in excess of the Fees paid by the Client to SMS with respect to any Associate which is the subject of any such breach, tort or other claim. In particular and without limiting the foregoing, SMS shall in no event be liable to the Client for any special, consequential, exemplary, punitive or similar damages of any kind whatsoever.

1.5 Levels of Insurance. SMS will carry, at a minimum, General and Professional Liability Insurance with limits as follows: \$1,000,000/\$3,000,000.

2. DUTIES AND OBLIGATIONS OF CLIENT.

2.1. Associate Employment Terms

. From time to time, the Client shall submit to SMS, in a form agreed upon by the parties, requests for SMS to provide Associates to fill various shifts in various positions with the Client. The Client shall timely pay SMS for services performed for the Client by SMS Associates according to terms set forth in Section 3.1 below. The Client is not responsible for providing Associates with any employee benefits beyond the fees paid to SMS.

2.2. Non-Circumvention

. The Client shall not circumvent the purpose and intent of this Agreement by negotiating directly with SMS Associates for any form of employment with Client or to provide any services to Client other than as described in this agreement. It is agreed that if the Client were to hire for employment, or if a subsequent contractor for client other than Turn Key Health Clinics LLC, were to hire for employment or independent contractor services any SMS Associate that had been placed with the Client through SMS, Client agrees that it will pay a placement fee of three thousand five-hundred dollars (\$3,500.00) for a Certified Nursing Assistant/Aide, Home Health Aide or equivalent, four thousand dollars (\$4,000) for a Certified Medication

Aide (CMA), five thousand dollars (\$5,000.00) for a Licensed Practical Nurse (LPN), ten thousand dollars (\$10,000.00) for a Registered Nurse (RN), and ten thousand dollars (\$10,000.00) for any other SMS Associate. If the Associate has more than one certification, the placement fee will be that of the certification with the highest dollar amount of those listed above. All placement fees will be paid to SMS in full within thirty (30) days of the Associate's employment with the Client.

2.3. Client Satisfaction. Client agrees to participate in Client satisfaction surveys.

2.4. Reassignment (Floating) of SMS personnel. The Client agrees to contact an SMS officer for approval, before reassigning or floating any SMS personnel. Upon approval, any rate change will be noted and in effect.

3. COMPENSATION.

3.1. Fee

. In exchange for the Services provided by SMS pursuant to this Agreement, the Client shall pay SMS for each Associate placed with the Client according to such Associate's position and the hours of service performed for the Client at rates not less than those agreed upon in writing for each position by SMS and the Client from time to time. On a bi-monthly basis, SMS shall send an invoice to Client notifying the Client of the total amounts owed to SMS for each Associate placed with Client during the preceding pay period. The fees owed to SMS shall be due upon receipt of an SMS invoice.

3.2. Interest on Overdue Payments

. Any portion of any fees not paid in accordance with Section 3.1, together with any interest accrued and unpaid thereon, shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such amount becomes past due until paid.

3.3 New Client First Payment Requirement. To establish a positive payment history, all new Clients are required to pay their first invoice from SMS upon receipt. Once this has occurred, invoices will be due upon the regular billing cycle per the terms of this agreement.

4. TERM AND TERMINATION.

4.1. Term

. The Agreement will commence on the Effective Date and will expire one (1) year thereafter; subsequent renewals subject to express written agreement by the Parties.

4.2 Termination. Either party may terminate this contract by providing written notice to the non-terminating party within thirty (30) days of the termination date.

4.2. Survival

. The covenants and obligations of the parties pursuant to this Agreement shall survive the termination of this Agreement.

5. MISCELLANEOUS.

5.1 Reporting. System for reporting , tracking, and documenting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards related to the care and services provided. SMS requires all staff to immediately report any Sentinel (unexpected incidents, errors, unanticipated deaths and other events, injuries, and safety hazards related to the care and services provided while working as an SMS employee) occurrence to Executive Management verbally within 2 hours and in a written report (Incident Report) within 24 hours, from the time it becomes known as such. Non-compliance may result in termination of employment.

4.2. Waiver

. No waiver of any term or condition of this Agreement by either party will be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

4.3. Governing Law, Severability

. This Agreement will be governed and construed in accordance with the laws of the state of Oklahoma. All parties irrevocably consent to the exclusive jurisdiction and venue of Oklahoma County, OK for the resolution of any disputes which may arise out of this agreement. In the event that any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will be deemed to continue to be binding upon the parties in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

4.4. Assignment

. The Agreement will not be assigned in whole or in part by either party hereto without the express written consent of the other party; provided, however that the Client or SMS may assign this Agreement to an Affiliate without the other party's consent, and any such assignment to an Affiliate shall be automatic in the event of a company-level restructuring or reorganization that results in the transfer of the ownership or operation of the Client or SMS to such Affiliate. For purposes of this section, the term "Affiliate" means an entity that is, directly or indirectly, controlling, controlled by, or under common control with, a party. Except as provided herein, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. There are no third party beneficiaries of or to this Agreement.

4.5. Confidentiality

. The Client and SMS shall, and shall ensure that all of their respective personnel, hold all confidential and proprietary information of the Client and SMS in confidence and shall not disclose such information to any person or entity without the prior written consent of the Client or SMS, as applicable; provided, however, that the foregoing shall not apply to information which (a) is generally available to the public; (b) becomes available on a non-confidential basis from a source other than the Client or SMS or their

respective affiliates or agents, which source was not itself bound by a confidentiality agreement, or (c) is required to be disclosed by law or pursuant to court order. The Client and SMS shall be entitled to injunctive relief to prevent a breach or threatened breach of this Section, in addition to all other remedies that may be available. For the purposes of the Section, all information and documentation relating to patients, governance, business, operations, policies, procedures and practices of the Client and SMS and their affiliated organizations shall be deemed the confidential and proprietary information of the Client or SMS, as applicable.

4.6. Notices

. All notices hereunder will be in writing and sent by facsimile, registered or certified mail, return receipt requested, or via recognized overnight courier service, to the addresses listed below. All notices will be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, facsimile confirmation record or similar document. In the event any notice is sent via facsimile, a copy of such notice will also be promptly sent to the other party via first class mail.

SMS: Sooner Medical Staffing, LLC
900 NW 12th St
Oklahoma City OK 73105

4.7. Entire Agreement, Amendment

. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the same subject matter. This Agreement may be amended at any time by a writing signed by the parties.

4.8. Prevailing Party Attorney's Fees and Expenses

. In any action brought by any party to this Agreement to enforce the obligations of any other party to this Agreement, the prevailing party shall be entitled to collect such party's reasonable attorney's fees, court costs and expenses in such action.

5.1. 4.9 Late Calls and Cancellations.

5.2. If Client chooses to cancel a shift that was filled by SMS and fails to notify SMS of the cancellation at least two (2) hours prior to the scheduled start time for that shift, Client agrees to pay for two (2) hours of that shift at the regular rate of pay as described in Section 3 herein. However, regardless of when Client orders a shift from SMS, even if the shift is ordered after the typical start time for that shift, Client will only be billed for the time reflected on the SMS Associate's timesheet for that shift, as signed by Client, unless Client agrees to pay for any additional time at the time the shift is ordered or as indicated on the Associate's signed timesheet.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective on the Effective Date first set forth above.

SMS: SOONER MEDICAL STAFFING, LLC, an Oklahoma limited liability company

By: [Signature]
Sooner Medical Staffing, LLC

APPROVED AS TO FORM:
Nicholas Williams Digitally signed by
Nicholas Williams
Date: 2022.06.23
16:26:07 -05'00'
ASSISTANT DISTRICT ATTORNEY

CLIENT:

Name: Karen Keith Title: Chairman

Signature: [Signature] Date: 7 / 5 / 2022



Services Offered by the Sooner Medical Companies

Medical Staffing – PRN, Short-Term and Long-Term Assignments

Therapy Staffing – All Therapy Disciplines, PRN, Short-Term and Long-Term Assignments

In-Home Services – Private Duty Nursing, Companion/Sitter Care Assignments

Hospital Resource Services – Specialized Acute Care Staffing Services

Home Health Coding & QA Services – ICD-10 Certified Coders/Consultants/QA Specialists

405-735-8383



Sooner Medical Staffing

Immediate Staffing Assistance 24/7 – 405-735-8383

PRN Staffing Rates – Effective August 1, 2021

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CLASSIFICATION	Local	Travel (nurse lives more than 50 miles away)
Certified Nurse Aide	\$ 40/Hour	\$50/Hour

CLASSIFICATION	Local	Travel (nurse lives more than 50 miles away)
Licensed Practical Nurse	\$60/Hour	\$70/Hour

CLASSIFICATION	Local	Travel (nurse lives more than 50 miles away)
Registered Nurse	\$75/Hour	\$85/Hour

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Call 405-735-8383 for Immediate Assistance
PRN Staffing Rates – Effective January 1, 2016
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Weekends start Friday 2nd shift or at 12:01 am for hourly assignments.

Holidays

Sooner Medical Staffing recognizes the following holidays and will bill at 1.5 times the regular rate for hours worked:

New Years Eve	Memorial Day	Thanksgiving Day
New Years Day	July 4 th – Day	Christmas Eve
Easter	Labor Day	Christmas Day

Overtime

Overtime at 1.5 times the regular rate applies to any Sooner Medical Staffing employees who work in excess of 40 hours in a work week that begins Friday 1st shift to Thursday 3rd shift.

Late Calls


No added fees or penalties for late calls – you only pay for hours worked, even if you call us after a shift has started.

Terms

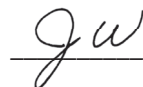
Net 30, Customized Billing available.

CLIENT INFORMATION

Company Name	
Billing Address	
Billing Contact	
Billing Contact Email	
Billing Contact Phone	
Billing Contact Fax	
Owner/Administrator	
Owner/Administrator Phone/Email	

 Date: 7/5/2022

Client Initials

 Date: 6/23/22

Sooner Medical Initials