

memo



TULSA COUNTY
SHERIFF'S OFFICE

TO: Kathy Hall, County Clerk's Office

FROM: Chief Tim Albin *T Albin*

DATE: May 2, 2012

SUBJECT: BOCC Agenda Item

I have attached (3 items) to be placed on the BOCC Agenda:

Retirement – Captain Donald Wood

BMI Leasing, Equipment Lease Renewal

Professional Services Agreement – ~~Physical Therapy of~~

Tulsa PT Consultants, LLC dba Physical Therapy of

Tulsa

Please add these items to the next Board of County Commissioners meeting agenda for consideration.

2012 MAY -3 07 11: 13

APPROVED
MAY 07 2012

224427

2cc: S.S. 5/7/12 ~~PH~~

APPROVED

MAY 07 2012

AGREEMENT TO PROVIDE SERVICES

20121111-3 11:13

THIS Agreement to Provide Services ("the Agreement") is made and entered into as of the 1st day of May, 2012, between Tulsa PT Consultants, LLC, an Oklahoma limited liability company doing business as Physical Therapy of Tulsa ("the Consultant") and the Tulsa County, Oklahoma, Board of Commissioners on behalf of the Tulsa County, Oklahoma, Sheriff's Office (the "Sheriff's Office").

WITNESSETH:

WHEREAS, the Sheriff's Office has numerous potential and/or current employees ("Employees") who must meet certain health and physical fitness specifications in order to qualify for initial or continued employment with the Sheriff's Office and/or enrollment at the Council on Law Enforcement Education and Training's ("CLEET") law enforcement training courses, which are required by the Sheriff's Office for certain employment positions;

WHEREAS, the Sheriff's Office assumes financial responsibility for providing its Employees with a health and physical examination to ensure such persons meet the Sheriff's Office's and/or CLEET's health and physical requirements;

WHEREAS, the Sheriff's Office desires to provide its Employees with prompt access to a single medical care facility which can provide a health and physical examination sufficient to evaluate the Employee's compliance with the Sheriff's Office's and/or CLEET's mandatory health and physical fitness requirements;

WHEREAS, the Consultant has the proper equipment and staff, including medical doctors, physical therapists, and occupational therapists who are licensed to provide all of the requisite examinations required by the Sheriff's Office and/or CLEET;

WHEREAS, the Consultant and the Sheriff's Office desire to enter into this Agreement in order for the Sheriff's Office to obtain the Consultant's services on behalf of its Employees subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant and the Sheriff's Office are willing to enter into this Agreement as hereinafter set forth.

AGREEMENT:

NOW, in consideration of the mutual promises and agreements set forth herein, the parties agree and contract as follows:

Section 1: Services Provided. For the Term of the Agreement, Consultant shall provide health and physical examinations to Employees of the Sheriff's Office as requested by the Sheriff's

224427

Office. Unless otherwise excluded in this Agreement and/or any Schedule to this Agreement, said health and physical examinations shall evaluate all areas which the Employee is required by CLEET and/or the Sheriff's Office to demonstrate a specified level of physical fitness, physical health, or physical aptitude. As of the effective date of this Agreement, the specific services to be provided by the Consultant to each category of Sheriff's Office Employee is set forth on Schedule "A" attached hereto. Furthermore, in contemplation of further business dealings in the future, the parties agree Schedule A may be amended with a writing signed by both parties from time to time as necessary to reflect the then current business dealings between the Consultant and the Sheriff's Office. Unless otherwise agreed in writing by the parties, any amendment to Schedule A shall not affect the continuing validity of the remainder of this Agreement, and this Agreement shall remain in full force and effect unless modified in writing and signed by the Consultant and the Sheriff's Office.

Section 2: Exclusions. Unless otherwise specifically requested by the Sheriff's Office and agreed to by the Consultant, the Consultant's services to the Employee which will be reimbursed by the Sheriff's Office include only those services identified on Schedule A as it may be amended from time to time. The Consultant will not provide the Employee with any follow-up treatment or care *unless specifically requested and authorized by the Sheriff's Office*. The parties specifically acknowledge and agree that from time to time the Consultants in their medical judgment may need to refer the Employee for further medical treatment; however, such referrals are not to be governed by this Agreement, and the Sheriff's Office will not be financially responsible for these referrals.

Section 3: Health & Physical Fitness Guidelines. The Sheriff's Office will continuously provide the Consultant with a current and complete job description, inclusive of all health and physical requirements, for each category of Employee for which the Sheriff's Office requests the Consultant to provide an evaluation, and the Consultant will evaluate each Employee's physical health, fitness, and ability to perform the requirements of his or her job description. In addition, the Sheriff's Office will provide the Consultant with all current CLEET required health and physical fitness and/or aptitude requirements, and the Consultant will ensure its evaluation of each Employee addresses all CLEET requirements if the Employee is required to attend CLEET programs. It is the intent of the parties that the Sheriff's Office and the Consultant will work together from time to time to establish further health and physical fitness guidelines for Sheriff's Office Employees based upon an Employee's job duties and requirements.

Section 4: Procedure for Initiation of Services. The Sheriff's Office agrees that in order to have one of its Employees evaluated by the Consultant, the Sheriff's Office will contact the Consultant by telephone, facsimile, or as the parties may otherwise agree to request an appointment for the Employee. The Sheriff's Office will provide the Consultant with the Employee's contact information and authorizes the Consultant to contact the Employee directly to schedule a specific date and time for the Employee's evaluation. The Consultant will directly contact the Employee within twenty-four (24) hours of receipt of the evaluation request from the Sheriff's Office to schedule the Employee's appointment with the Consultant. However, if the request for an evaluation is made upon a Friday, the Consultant is expressly allowed until the following Monday to contact

the Employee to schedule the appointment. An appointment with the Consultant will be made available to the Employee with forty-eight (48) hours of the Consultant's initial contact with the Employee unless the Employee is first reached on a Friday, and then, in that circumstance, the Consultant will make an appointment available to the Employee on the following Monday.

Section 5: Term of the Agreement. This Agreement shall commence at 12:01 a.m. on May 1, 2012, and conclude at 11:59 p.m. on May 1, 2013 ("the Term of the Agreement"). After the expiration of this period, the Agreement shall automatically renew for an additional one year term.

Section 6: Compensation. The Sheriff's Office shall directly pay the Consultant for all services provided by the Consultant to the Employees at the request of the Sheriff's Office. The amount to be charged by the Consultant for each service is specifically itemized on Schedule A attached hereto. In addition, if the Consultant schedules an appointment with an Employee, and the Employee fails to appear at the appointment, having not first contacted the Consultant and informed it of the Employee's inability to appear at the scheduled time, the Consultant will charge the Sheriff's Office a \$25.00 no call/no show fee to compensate the Consultant for its time spent in preparing for the Employee's appointment. In the event the Consultant provides additional services at the request of the Sheriff's Office which are not specified on Schedule A, the Consultant and the Sheriff's Office shall negotiate a reasonable rate for the Consultant's compensation comparable with similar rates charged by services providers of the same type in the Tulsa, Oklahoma, locale.

Section 7: Payment and Collection. On a monthly basis, the Consultant will invoice the Sheriff's Office for all services provided to Sheriff's Office Employees within the last month. Within thirty (30) days of the date of the invoice, the Sheriff's Office will pay the Consultant the entire sum due and owing on the monthly invoice. A late charge of ten percent (10%) per annum will be assessed against any overdue balance for invoices not paid within the initial thirty (30) day period. Should the Consultant be forced to file suit against the Sheriff's Office to collect sums due for services rendered under this Agreement, the Sheriff's Office agrees to reimburse the Consultant for its costs and attorneys' fees incurred in collecting the outstanding sums and to pay the Consultant interest in the amount of the then current prime interest rate plus two percent (2%).

Section 8: Documentation of Examination. The Consultant will maintain a file which documents the results of the Consultant's examination, evaluation, and further medical treatment recommended, if any, of each Employee to whom services are provided under this Agreement. The file shall include but is not limited to the Consultant's examination reports, physician's notes, therapy notes, medical history questionnaires, and lab and/or other testing results, as the case may be. In addition, the Consultant agrees to complete and provide to the Employee and the Sheriff's Office all releases, reports, or the like which are required by CLEET and/or the Sheriff's Office to be completed for the Employee by a medical care provider.

Upon the Employee's request, one copy of the Consultant's records will be provided directly to the Employee free of charge. An additional copy of the Employee's evaluation records will be provided to the Sheriff's Office free of charge within two business days of the completion of the

Employee's evaluation *and* the Consultant's receipt of a Health Insurance Portability and Accountability Act ("HIPAA") compliant Medical Authorization signed by the Employee allowing the Consultant to release his or her protected health information to the Sheriff's Office. The Consultant must receive a HIPAA authorization prior to the release of any medical records to the Sheriff's Office; however, given the purpose of the evaluation is to ensure the Employee meets health and physical fitness requirements in order for the Employee to obtain and/or continue employment with the Sheriff's Office, the Consultant will make it a practice to request the Employee execute the medical release at his or her evaluation appointment. Furthermore, the Consultant will notify the Sheriff's Office immediately of any Employee's refusal to execute such an authorization. Any additional copies of the Employee's medical file will be furnished at the statutory rate of \$1.00 for the first page and \$.50 for any additional pages.

Section 9: Termination. During the Term of the Agreement and at any time thereafter, this Agreement may be terminated by the Consultant or the Sheriff's Office without cause upon three (3) months advance written notice given by the terminating party to the other party, provided, however, that the Consultant will continue to provide services and the Sheriff's Office will continue to compensate the Consultant for such services during the three (3) month notice period. Should the Sheriff's Office request and the Consultant agree to provide additional services as contemplated by this Agreement after the three (3) month termination notice period, the Consultant shall continued to be compensated as above described for actual services rendered. In addition, the Consultant may, at its option, terminate this Agreement in the event the Sheriff's Office defaults in payment when due of any compensation payable to the Consultant by the Sheriff's Office.

Either party may immediately terminate this Agreement for cause. For purposes of this Agreement, "for cause" shall mean (a) any license, consent, or approval of any governmental body or other regulatory agency/authority which is necessary to enable either party hereto to comply with their respective obligations under this Agreement is revoked, withdrawn, materially modified, or withheld or shall otherwise fail to remain in full force and effect; or (b) default by any party hereto in the performance of any obligation or agreement contained herein if such default shall have continued unremedied for a period of thirty (30) days after the other party gives notice of the breach and/or the breach has become known to the defaulting party, provided that no notice and opportunity to cure a breach shall be required if the same is futile or the breaching party has already unequivocally indicated its intention not to perform and/or cure the breach; or (c) the application for or consent to the appointment of, or the taking of possession by, a receiver, trustee, custodian or liquidator of either party or all or substantial part of either party's assets; or (d) the inability to pay its debts as they become due; or (e) the commencement of a voluntary case under the United States Bankruptcy laws; or (f) the voluntary filing of a petition or other document seeking to take advantage of any other laws relating to bankruptcy, reorganization, insolvency, winding up a company, or readjustment of debts. In the event of the termination of this Agreement, all obligations due and owing between the parties will be fulfilled or paid, as the case may be, through the date of termination.

Section 10: Physician-Patient Relationship. Nothing in the Agreement shall affect or modify the physician-patient privilege and/or the traditional physician-patient relationship, if one so exists, between the medical care providers of the Consultant and the Employee examined by the Consultant in the course of performance of its duties under this Agreement.

Section 11: Notices. All notices, requests and demands with respect to this Agreement shall be given to or made to the parties hereto as follows:

IF TO THE CONSULTANT:

Physical Therapy of Tulsa
ATTN: Helen Washecheck
6767 S. Yale Ave., Suite B
Tulsa, OK 74136

IF TO THE SHERIFF'S OFFICE

Tulsa County Sheriff's Office
ATTN: _____

Tulsa, OK _____

or in any additional manner that a party designates by written notice to the other party hereto. All demands, notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (with proper receipt), or by facsimile transmission (with proper evidence thereof), or mailed by certified or registered mail, return receipt requested, with proper postage pre-paid thereon.

Section 12: Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to principles of conflicts of laws. Any suit filed regarding this contract shall be filed in the District Court within and for Tulsa County, Oklahoma.

Section 13: Waiver. No failure on the part of either party hereto to exercise, nor delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any further exercise thereof or the exercise of any other right.

Section 14: Continuing Obligation. Both parties hereto represent that they have the capacity and general authority to bind their respective entities, and they are specifically authorized to execute and bind their respective entities as set forth in this Agreement. Both parties further represent that they have complied with all applicable laws, rules, and regulations necessary for each respective party to have the authority to enter into this Agreement. This Agreement shall be binding upon and

inure to the benefit of the parties hereto and their respective heirs, assigns, successors, successors in interest, and privies; provided, however, that neither party shall assign any of its rights, privileges, or obligations hereunder with the prior written consent of the other party hereto.

Section 15: Headings. Headings of the sections used herein are descriptive only and should not be used in construing any of the terms hereof and shall not control or affect the meanings or construction of any of the provisions of this Agreement.

Section 16: Severability. If any provision of this Agreement is in conflict with any existing or future Oklahoma or United States law, such provision of this Agreement is deemed by the parties to be severable from the remainder of the Agreement, and the remainder of the Agreement shall not be impaired and shall remain in full force and effect.

Section 17: Modification. No change or modification of this Agreement will be valid unless the same is in writing and signed by all parties. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against which waiver is charged. The waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 18: Merger. This Agreement constitutes the entire Agreement between the parties with respect to this subject matter and contains all of the agreements among the parties with respect to the subject matter herein. Any previous agreements, promises, representations, or understandings by and between the Sheriff's Office and the Consultant, or any officers or representatives of the Sheriff's Office or the Consultant, with regard to this Agreement, are hereby merged in and superceded by this Agreement as written.

Section 19: Attorneys Fees. Except as specified in Section 7 above, should either party file suit to enforce, interpret, or otherwise address this Agreement, it is expressly understood and agreed that each party shall bear its own respective expenses, costs, attorneys' fees, and any and all other expenditures such party incurs with respect to the suit notwithstanding any statutory provisions to the contrary.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

“THE CONSULTANT”

Helen Washecheck
Helen Washecheck, President
Tulsa PT Consultants, LLC
d/b/a Physical Therapy of Tulsa


Attest
Carlene Wilson
County Clerk

“SHERIFF’S OFFICE”

John Smaligo
John Smaligo, Chairman of the Board
Tulsa County Board of Commissioners

Stanley Glanz
Stanley Glanz, Sheriff
Tulsa County Sheriff's Office

Matay M
APA

Schedule A to Agreement to Provide Services

The Consultant will provide testing/evaluation to Sheriff's Office's Employees at a cost of \$800.00 per Employee per evaluation. For the cost stated above, the Consultant will provide only the following testing/evaluation:

<i>A registered nurse (RN) will complete/obtain the following:</i>	
i.	Visual testing including binocular vision, color vision, corrected and uncorrected near/far vision
ii.	Audiometric testing to be measured within audible speech range of 500Hz to 6000 Hz
iii.	Laboratory including: (1) Comprehensive Metabolic Profile, (2) Cholesterol, (3) GGTP, (4) Complete Blood Count, (5) RPR, (6) Hepatitis B Surface Antigen – HBSAG, (7) Hepatitis B Core Antibody – HBCAB, (8) Hepatitis C Antibody – HCV, and (9) Human Immunodeficiency Virus – HIV
iv.	Urinalysis
v.	Urine Drug Test-10 panel-NIDA
vi.	T.B. Skin Test
vii.	Pulmonary Function Test
viii.	X-rays – Chest (PA), lumbar spine (obtain only if history of back problems or surgery), and knee (obtain only if history of knee surgery or significant injuries).
<i>A licensed and registered Occupational Therapist (OTR/L) will provide:</i>	
i.	Visual assessment of functional range of motion in all extremities, neck, and back
ii.	Monofilament Sensory testing (Semmes-Weinstein Monofilaments) of C5-C7 and L3-S1 Sensory
iii.	Thorough shoulder assessment which will include: (1) Manual Muscle Testing, (2) Shoulder Apprehension Test, (3) Hawkins/Kennedy Test, and (4) Speed's Test
iv.	Grip strength
v.	Pinch Strength
vi.	Test applicants ability to lift 50lbs frequently and 100lbs occasionally
vii.	Test applicants ability to push/pull 100lbs occasionally
viii.	Thorough knee assessment which will include: (1) Visual Inspection, (2) Patellar apprehension test, (3) McMurray's Test, (4) Varus/Valgus Stress Test, (5) Anterior/Posterior Drawer Test, and (6) Right and left thigh circumference
ix.	Exercise Tolerance Test (Bruce Protocol) using only heart rate and blood pressure monitoring. Proctored by OTR/L for gait, balance, motion abnormalities and pain or guarding of lower extremities and trunk
x.	Test applicants physical mobility including: (1) Squat, (2) Hop on each leg, (3) Gait, and (4) Heel/toe walk
xi.	General flexibility exam
xii.	Trunk stability test
<i>A physician will complete the following:</i>	
i.	Review all lab work
ii.	Review all x-rays
iii.	Review RN assessment
iv.	Review medical and surgical history provided by applicant
v.	Review OTR's assessment
vi.	Complete evaluation of the applicant including: (1) Skin Color and Texture, (2) Eyes for Pupil/light reaction and Corneas (RK Scars), (3) Ears/Nose/Throat/Mouth including Pinna/Canals/TM, Nasal septum/Mucosa, Teeth/Gums, and Tongue/Palate, (4) Neck including Bruit, Thyroid, and Cervical Nodes, (5) Abdomen including Hernia, Bowel Sounds, Liver/Kidney/Spleen, and Masses, (6) Cardiovascular including Pulses: Radial, Femoral, D. Pedis, P.Tibial, Apex impulse, Heart Sounds (murmurs), and Heart Rate and Rhythm, (7) Chest/Lungs including Auscultation, Breasts, Auxiliary Nodes, and Chest Wall Expansion, (8) Nervous System including Tremors and Reflexes, (9) Musculoskeletal including Muscular symmetry, Extremities, Spinal mobility, and Review abnormalities found by OTR/L, and (10) Genitourinary including Genitalia and Stool Guaiac – using the USPSTF recommendation for adults between the ages of 50 and 75 years old.

To assist the Consultant in providing its testing/evaluation, the Employee will provide the Consultant with a (1) Complete medical history and (2) Complete surgical history including dates. Female Employees will provide most recent pap smear results and mammogram, and Male Employees at risk for prostate cancer using the new ACS guidelines will provide most recent prostate exam records.