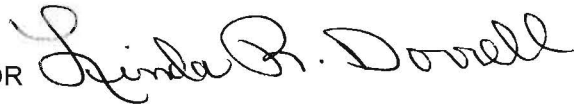

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: OCTOBER 2, 2013

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR



TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT- ARMOR CORRECTIONAL HEALTH SERVICES, INC.

ON SEPTEMBER 23, 2013, THE BOARD OF COUNTY COMMISSIONERS APPROVED AN ACCEPTANCE OF A PROPOSAL FOR COMPREHENSIVE INSTITUTIONAL HEALTHCARE SERVICES TO ARMOR CORRECTIONAL HEALTH SERVICES, INC. CMF# 229201.

CONTRACT IS FOR THE PERIOD BEGINNING NOVEMBER 1, 2013 UNTIL JUNE 30, 2014.

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND ARMOR CORRECTIONAL HEALTH SERVICES, INC.

LRD/tah

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE OCTOBER 7, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
STANLEY GLANZ, SHERIFF
MARK LIOTTA, CHIEF DEPUTY
MICHAEL WILLIS CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY

Health Services Agreement

THIS AGREEMENT by and between the Board of County Commissioners of Tulsa County, Oklahoma ("BOCC"), on behalf of the Tulsa County Sheriff's Office ("TCSO"), and ARMOR CORRECTIONAL HEALTH SERVICES, INC. ("ARMOR") is entered into as of the 1st day of November, 2013.

Whereas, TCSO is charged with the responsibility for administering, managing and supervising the health care delivery system of the David L. Moss Criminal Justice Center ("Facility") located at 300 North Denver Avenue, Tulsa, Oklahoma, and the objective of the TCSO is to provide for the delivery of quality health care to those pretrial detainees, individuals sentenced to time in the county jail, ICE detainees, juveniles, and federal detainees, medically cleared for and physically accepted into the Facility, (Inmates) in accordance with the laws of the State of Oklahoma, American Correctional Association (ACA) standards, National Commission on Correctional Healthcare (NCCHC) standards, Prison Rape Elimination Act (PREA), Commission for Accreditation of Law Enforcement Agencies (CALEA); and in a manner set forth in the Requests for Proposal, the Response from ARMOR, department policies, procedures and derivatives[KP1] and performance measures included in Attachment[KP2] _____, ARMOR is in the business of providing correctional health care services and desires to provide such services for TCSO under the terms and conditions hereof; therefore, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

I: HEALTH CARE SERVICES

- 1.1 GENERAL. BOCC hereby engages ARMOR to provide for the delivery of reasonable and necessary medical, dental, pharmaceutical, psychiatric and mental health services for the Facility. ARMOR hereby accepts such engagement according to the terms and provisions hereof.
- 1.2 SCOPE OF SERVICES. ARMOR will provide, professional medical, dental, psychiatric, pharmaceutical, and related health care and administrative services for the Inmates. This program will include a preliminary health evaluation screening of Inmates upon arrival at the Facility, regularly scheduled sick call, nursing coverage, regular physician visits, on-site infirmary care, physical evaluations, hospitalization, medical specialty services, 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 ARMOR finds that they cannot meet the terms of this contract or any part thereof, they shall promptly notify TCSO in writing of the area of non-compliance, so that the problem can be addressed.
- 1.2 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. All detainees will be seen by the registered nurse (RN) or licensed practical nurse (LPN) in intake within two (2) hours of their arrival or immediately, if asked. Staffing of the intake area will include one LPN or RN with a second LPN or RN during peak hours of operation. Workstations for each intake nurse must be complete with a computer (provided by TCSO) and all clinical tools necessary to perform this work. If, at any time, intake is backed up more than 4 hours, additional staff sufficient to clear the back up will be required. ARMOR 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.

- 1.3 CLINIC OPERATIONS: ARMOR shall operate the clinic/infirmiry seven (7) days per week, including Sundays and holidays for necessary treatments, history and physicals (H & P's), prioritized sick call, and urgent care. The physician or mid-level provider (MLP) will be physically on site eight (8) hours each week day and four (4) hours each weekend day, **The same hours also apply to** holidays. They are to perform and enter into the electronic medical record (EMR) an H&P within 24 hours for every patient admitted into the infirmiry and to round on every patient at a minimum of once each 24 hours while housed in the infirmiry. 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 infirmiry, 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 infirmiry.
- 1.4 SPECIALTY SERVICES. ARMOR will provide for specialty services on-site to the extent reasonably possible with the possible adjunct of telemedicine. To the extent specialty care is required and cannot be rendered on-site, ARMOR will make appropriate off-site arrangements for the rendering of such care. ARMOR 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 ARMOR and the specialist's office. Costs for specialty services shall go toward the aggregate cap in section 1.9.
- 1.5 OPTOMETRY or OPHTHALMOLOGIC SERVICES. ARMOR will not be required to provide basic optometry services for the purpose of providing new eyeglasses to Inmates. ARMOR 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. Costs for optometry or ophthalmologic services shall go toward the aggregate cap in section 1.9.
- 1.6 PREGNANT INMATES. ARMOR will provide health services to any pregnant Inmate in accordance with NCCHC standards, but health care services provided to an infant following birth will not be the responsibility of ARMOR.
- 1.7 EMERGENCY SERVICES. ARMOR will provide first response emergency medical treatment to Inmates, visitors, and TCSO staff as necessary and appropriate on-site. ARMOR will provide off-site emergency medical care for Inmates, as required, through arrangements to be determined with local hospitals. ARMOR will be responsible for providing and maintaining adequate and functional emergency equipment and for the training and certification (BLS) of appropriate Armor 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. ARMOR will arrange ambulance services for

Inmates for emergency circumstances. Routine transfers will be the responsibility of TCSO in regards to off-site non-emergency medical treatment. Costs for emergency services shall go toward the aggregate cap in section 1.9.

- 1.8 HOSPITALIZATION SERVICES. ARMOR will arrange for the admission of any Inmate who, in the opinion of Armor's medical director, requires hospitalization and will bear the costs thereof, limited in the following circumstances and amounts.

(A) ARMOR will be responsible for all costs incurred for health care delivered off-site (outside the facility) for Inmates in accordance with the limits stated herein.

(B) ARMOR and TCSO shall work together to establish an effective Discharge Planning program for Inmates.

(C) ARMOR agrees to provide and monitor utilization and management services.

- 1.9 AGGREGATE LIMIT. Any off-site, onsite specialty (by non-armor employees), telemedicine medical, emergency transport and off-site hospital guard (see section 7.3) services provided to any Inmate shall be limited in financial responsibility to ARMOR in the following manner:

ARMOR has an annual expenditure of \$500,000.00 for the aggregate cost of all off-site, on-site specialty care by non-Armor employees, emergency transport, telemedicine health care and off-site hospital guard duty services. If, in any fiscal year, the off-site, on-site specialty care by non-Armor employees, telemedicine expenses, emergency transport and off-site hospital guard duty services stay below \$500,000.00, ARMOR will rebate back to TCSO one hundred percent (100%) of the savings.

ARMOR will provide detailed, individual inmate, itemized billing of all off-site and on-site expenditures to TCSO on a monthly basis.

- 1.10 REVIEW OF HOSPITAL AND OFF-SITE SERVICES. Armor will be responsible for gathering all available information pertaining to other payor sources for health care starting at intake of each Inmate. Armor will provide that information to all hospital and off-site providers prior to or during medical treatment or at the earliest time it is available to facilitate the direct billing by the hospital or off-site provider to the Inmate's payor source. In addition, Armor will review all other invoices for hospital care and other off-site providers, updating outside payor source information and in routing the invoice to the appropriate agency for payment. If monies are received by Armor for hospitalizations or off-site medical care from outside payor sources, that money will be credited against the TCSO aggregate cap .

- 1.11 ASSUMPTION OF FISCAL RESPONSIBILITY FOR INMATE MEDICAL CARE.

(A) ARMOR will begin fiscal responsibility for pre-booking injuries once an individual becomes an Inmate^[KP3]. The arresting agency assumes responsibility of an arrestee's health care at the time that arrestee is taken into custody and prior to becoming an Inmate^{[MB4][MB5]}.

(B) If services are requested by TCSO outside this contract (e.g. TCSO staff flu shots or Hepatitis C vaccinations), ARMOR shall make reasonable effort to provide such

services. Such services will be at additional cost and will be invoiced to TCSO on a monthly basis. TCSO agrees to reimburse such costs within thirty (30) days of the receipt of said invoice.

- 1.12 ELECTIVE MEDICAL CARE. ARMOR will not be responsible for the provision of elective medical care to Inmates. For purposes of this agreement, elective medical care means medical care which if not provided, would not in the opinion of ARMOR's Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.
- 1.13 TRANSPORTATION SERVICES. To the extent any Inmate, visitor or TCSO staff requires off-site health care treatment (e.g., hospitalization, specialty services, etc.), TCSO will notify appropriate routine transportation services. ARMOR will be responsible for ambulance services for Inmates requiring emergency transportation. Emergency transportation of inmates will be counted toward the aggregate cap as outlined in Section 1.9 above.
- 1.14 SUPPLIES AND PHARMACUETICALS. ARMOR will be responsible for all office and medical supplies used in meeting the specifications of this contract. Medical supplies are to include prescriptions and over-the-counter medications. The first \$25,000 per contract year in costs for blood products and associated supplies shall be applied against the aggregate cap in section 1.9 (pro rated for lesser periods). Any costs for blood products and associated supplies in excess of \$25,000 per contract year shall be reimbursed to ARMOR by TCSO/BOCC.
- 1.15 POST-EXPOSURE PROTOCOL & EMERGENT SITUATIONS: Armor will provide prophylactic care to TCSO employees and Armor employees in the event of possible exposure to blood borne pathogens as required by NCCHC. For the purpose 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 Armor staff to be evaluated, and, as medically indicated and authorized by the individual being evaluated, provided prophylactic emergent care. Armor 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.
- 1.16 OKLAHOMA DEPARTMENT OF CORRECTIONS DETAINEES. ARMOR will provide medical services to all Oklahoma Department of Corrections, ICE and Marshall's service detainees 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 ARMOR.
- 1.17 KIOSK REQUEST SYSTEM: Inmates at the Facility have access to an electronic system for general and specific questions/comments/complaints. ARMOR agrees that such requests categorized as a medical/healthcare specific question will be triaged within four (4) hours of receipt by ARMOR.

1.18 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.

1.19 **TELEMEDICINE:** A plan for implementation of telemedicine to offset transporting inmates for outside specialty services, if such specialists cannot come on-site for whatever reason, shall be submitted to the Facility within 120 days of execution of this Agreement (at or on March 1, 2014).

1.20 **SPECIAL NEEDS DIETS:** ARMOR will provide dietary consultation when such services are clinically indicated or needed as a part of a therapeutic regimen or treatment plan.

1.21 **PHARMACEUTICAL SERVICES:** ARMOR 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, ARMOR will follow recommendations of the Centers for Disease Control (CDC) and will track inmates/detainees who require vaccination and ensure its provision when supplies become available.

II: PERSONNEL

2.1 STAFFING. ARMOR will provide the staffing set forth in Exhibit A.

(A) ARMOR 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.

(B) The TCSO will have the right to approve key ARMOR personnel, and such approval shall not be unreasonably withheld or delayed, to include the following: health services administrator, director of nursing, facility medical director, psychiatrist and mid-level practitioner.

(C) Should the inmate population exceed 1900, TCSO and Armor agree to review staffing and the base contract price to ensure proper care is reasonably able to be provided. If additional staffing is needed to properly care for the Inmates, TCSO and Armor shall agree upon base additional compensation required to provide the needed staffing.

(D) After the first 90 days from Armor's commencement of services under this Agreement, 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 Armor at 100% of the average withhold rate for the position/category as set forth in Exhibit A which is attached and incorporated herein. (by way of example, if total paid hours on a monthly basis equal or exceed total hours reflected on Exhibit A, no withhold applies. If, however, total paid hours on a monthly basis fall short of total hours reflected on Exhibit A by say 4 hours, 2 hours

short on RN and 2 hours short on LPN, TCSO may deduct from Armor's monthly amount \$26.49 times 2 and \$19.89 times 2[MB6]). 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). Armor will provide TCSO with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix.

- 2.2 BACKGROUND CHECKS. TCSO shall provide background criminal records checks on all ARMOR employees upon hire and as otherwise required by law or as requested by ARMOR.
- 2.3 SATISFACTION WITH HEALTH CARE PERSONNEL. If the TCSO should become dissatisfied with any ARMOR personnel provided by ARMOR hereunder, ARMOR, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from TCSO of dissatisfaction and the reasons therefore, exercise their best efforts to resolve the problem. If the problem is not/cannot be resolved, ARMOR will remove the individual within a reasonable time frame considering effects on delivery of health care and recruitment/hiring of an acceptable replacement. ARMOR shall immediately notify the TCSO of any disciplinary action instituted or pending against the license of any practitioner/staff employed by the ARMOR.
- 2.4 USE OF INMATES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates will not be employed or otherwise engaged by either ARMOR 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 ARMOR and TCSO may mutually agree.
- 2.5 SUBCONTRACTING AND DELEGATION. In order to discharge its obligations hereunder, ARMOR will engage certain health care professionals as independent contractors rather than as employees. As the relationship between ARMOR and these health care professionals will be that of independent contractor, ARMOR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and the independent contractor relationship of ARMOR will not affect the exercise of the independent contractor's independent judgment in the practice of the profession.
- 2.6 DISCRIMINATION. ARMOR will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, veteran status, age, or gender (except where age, gender or handicap is a bonafide occupational qualification). Further, ARMOR will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, veteran status, age or sex.
- 2.7 Commencing with the contract start date, and monthly thereafter, ARMOR shall submit 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.

ARTICLE III: Continuous Quality Improvement Program (CQI)

- 3.1 DEFINITION: ARMOR 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, ARMOR 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 CQI program.
- 3.2 ARMOR shall provide a peer review of all primary care providers to include physicians, psychiatrists, dentist, nurse practitioners, physician assistants, and Ph.D level psychologist, conducted on no less an 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.

[KP7]

IV. ACCREDITATION

- 4.1 General. ARMOR's services hereunder will be designed to be in compliance with the standards developed by the NCCHC for Jails based on the most current edition. However, ARMOR shall not be responsible for failure due to standards that are not directly related to medical care.
- 4.2 ARMOR's services hereunder will be designed to be in compliance with the standards developed by the ACA Standards for Adult Correctional Institutions in accordance with the most recent edition. However, ARMOR shall not be responsible for failure due to standards that are not directly related to medical care.
- 4.3 **ACCREDITATION COST**. ARMOR will schedule and pay for the NCCHC accreditation and its cost, including a mock survey if requested by the TCSO. ACA accreditation costs shall be paid by the TCSO.

V: EDUCATION AND TRAINING

- 5.1 INMATE AND STAFF HEALTH EDUCATION. ARMOR 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.
- 5.2 Both Armor and TCSO shall conduct their activities in full compliance with HIPPA, as amended

VI: REPORTS AND RECORDS/ELECTRONIC MEDICAL RECORDS

- 6.1 MEDICAL RECORDS. ARMOR will maintain a medical record for each Inmate who has received health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A complete copy of the applicable medical record will be available to accompany an Inmate's confinement record at the request of the TCSO. A summary of significant medical problems will be provided to accompany an Inmate who is transferred to another correctional setting. A complete copy of the applicable medical record will be available to accompany an Inmate who is transferred from the TCSO to another location for off-site medical services. Medical records will be kept confidential, and ARMOR will follow the TCSO's policy with regard to access by Inmates and TCSO staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by CHMO except as provided by TCSO policy, by a court order, or otherwise in accordance with applicable law. TCSO owns and retains custody and control of all medical records. Upon termination of this agreement, all medical records will be the property of TCSO. All custody and control of medical records will meet HIPAA regulations.
- (A) Assuming there are no delays with building an interface between the jail management system and the EMR or with cabling and hardware, initial implementation of an EMR, will be completed within thirty (30) days of the initiation of the contract unless otherwise agreed upon by TCSO and ARMOR. The parties realize adjustments to the EMR may need to occur after initial go live implementation.
- 6.2 REGULAR REPORTS BY ARMOR TO TCSO. ARMOR will provide monthly reports to TCSO containing an analysis of health care services rendered hereunder and any other reports requested by TCSO, pertaining to the direct delivery of health care services, during the term of this contract.
- 6.3 INMATE HEALTH INSURANCE. ARMOR must seek and obtain from any Inmate, information concerning any health insurance the Inmate might have that would cover services rendered by ARMOR hereunder, and TCSO will cooperate fully with ARMOR in its efforts to secure the same.
- 6.4 ARMOR RECORDS AVAILABLE TO TCSO. ARMOR will make available to TCSO, at the request of the TCSO, all records, documents, and other papers relating to the direct delivery of health care services to Inmates.
- 6.5 TCSO'S RECORDS AVAILABLE TO ARMOR WITH LIMITATIONS ON DISCLOSURE. During the term of this agreement and for a reasonable time thereafter, TCSO will provide ARMOR, at ARMOR's request, TCSO records relating to the provision of health care services to Inmates during the term of this agreement as may be requested by ARMOR or as are pertinent to the investigation or defense of any claim related to ARMOR's conduct. TCSO will make available to ARMOR such records as are maintained by TCSO, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent TCSO has any control or possession of

those records) as ARMOR may reasonably request consistent with applicable law; provided, however, that any such information released by TCSO to ARMOR that TCSO considers confidential, will not, except as may be required by law, be distributed to any third party without prior written approval by TCSO.

VII: SECURITY

- 7.1 GENERAL. ARMOR and TCSO understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ARMOR, as well as for the security of Inmates and TCSO staff. TCSO will determine the necessity of security services sufficient to enable ARMOR and its personnel to safely provide the health care services called for hereunder and will provide the same. ARMOR shall not be liable for failure to provide services due to security personnel being unavailable to ARMOR staff. In the event ARMOR personnel are unable to gain access to an Inmate, ARMOR personnel shall immediately contact a TCSO detention supervisor for assistance so that care may be timely provided.
- 7.2 TRANSPORTATION OFF-SITE. TCSO will provide security as necessary and appropriate in connection with the transportation of any Inmate between the TCSO and any other location for off-site services as contemplated herein.
- 7.3 OFF-SITE HOSPITAL GUARD DUTY. ARMOR agrees to hire from a pool of TCSO personnel, previously approved by TCSO, to provide security in the hospital for those Inmates requiring off-site hospitalization. This relationship will be that of independent contractor. To the extent the officer must at any time take law enforcement action s/he automatically assumes on-duty status for all applicable purposes, including liability. If the pool of TCSO personnel is exhausted, TCSO shall arrange for security of hospitalized Inmates. All costs associated with ARMOR providing off-site hospital guard duty will be calculated into the aggregate cap in section 1.9, above.

VIII: OFFICE SPACE AND EQUIPMENT

- 8.1 OFFICE SPACE AND SUPPORT. TCSO agrees to provide ARMOR with office space, facilities, office furniture and fixtures, utilities sufficient to enable ARMOR to perform its obligations hereunder. ARMOR will be responsible for all long distance charges.
- 8.2 DELIVERY OF POSSESSION. TCSO will deliver to ARMOR, on the date of commencement of this agreement, possession and control of all office furniture and fixtures currently in place at the TCSO health care facilities, which will remain the property of the TCSO and BOCC.
- 8.3 SUPPLIES. ARMOR warrants and represents that the quality and quantity of supplies provided by ARMOR during this agreement will be sufficient to enable ARMOR to perform its obligations hereunder.
- 8.4 GENERAL MAINTENANCE SERVICES. TCSO will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by TCSO for other Inmates at the Facility.

- 8.5 EQUIPMENT. ARMOR and TCSO will conduct a joint inventory of all equipment within thirty (30) days of the contract start date. After written agreement between TCSO and ARMOR that existing equipment is adequate and in good working condition, ARMOR will be responsible for the purchase of all replacement equipment excluding equipment items that exceed \$500 in cost. Equipment purchased by ARMOR will belong to ARMOR upon completion of contract. ARMOR will be responsible for all preventative and predictive maintenance on County equipment, but will not be responsible for replacement of County equipment.

IX: TERM AND TERMINATION OF AGREEMENT

- 9.1 CONTRACT TERM. This agreement shall be effective on November 1, 2013 at 12:01 a.m. CST and end on June 30, 2014. This agreement may be renewed by mutual agreement in one (1) fiscal year increments, to be memorialized by addendum to this contract. If the parties hereto have not reached agreement on a new fiscal year agreement by June 1st of each succeeding year, then this agreement will terminate upon the expiration of the then-existing term.
- 9.2 TERMINATION. This agreement may be terminated in the event of any one of the following:
- (A) TERMINATION FOR DEFAULT. In the event either party shall give written notice to the other that such other party has materially defaulted in the performance of any of its obligations and such default shall not be cured within the thirty (30) days following the giving of such written notice, the party giving the written notice shall have the right immediately to terminate this Agreement.
 - (B) TERMINATION BY AGREEMENT. In the event the BOCC and ARMOR mutually agree in writing, with a thirty (30) day notice, the Agreement will be terminated.
 - (C) Either party may terminate this Agreement without cause by providing the other party no less than 120 days advance written notice of termination.
- 9.3 RESPONSIBILITY FOR INMATE HEALTH CARE. 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 ARMOR to the TCSO and BOCC.

X: COMPENSATION

- 10.1 COMPENSATION. BOCC will pay ARMOR the sum of \$3,659,316.00 for the 8-month term of this contract. ARMOR will bill TCSO the sum of \$457,414.47 per month upon proper invoice for the completed month. Unless promptly disputed, TCSO shall pay each invoice within 30 days of receipt. Failure to do so will result in interest accruing at the rate of 1% per month until paid in full
- 10.2 PER INMATE PER DAY ESCALATOR/DE-ESCALATOR. The daily inmate count shall be taken at 8:00 a.m. each day. At the end of each month, an average daily inmate count shall be calculated and provided to ARMOR. ARMOR will bill BOCC \$1.88 per

inmate per day for each day the count exceeds 1,900 inmates. If the average daily inmate count for any given month is less than 1,500, ARMOR will refund \$1.88 per inmate per day below 1,500 back to BOCC.

XI: LIABILITY AND RISK MANAGEMENT

- 11.1 INSURANCE. At all times during the term of this agreement, ARMOR will maintain general liability and professional liability insurance covering ARMOR, its employees, its officers, and agents with limits not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate annually. Such coverage amounts will also extend to physicians, dentists, and psychiatrists engaged by ARMOR on an independent contractor basis for the provision of health services hereunder. ARMOR shall provide BOCC with a certificate confirming the existence of such coverage and providing for notice of BOCC of any cancellation of such coverage.
- 11.2 INDEMNITY. To the fullest extent permitted by law, ARMOR shall indemnify and hold harmless the Tulsa County Criminal Justice Authority, Tulsa County, the Tulsa County Sheriff's Office and its elected officials, agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the health care delivery system provided by ARMOR at the Facility, excluding any claims, in whole or in part relating to the acts and omissions of TCSO or other non-ARMOR staff or subcontractors. ARMOR and TCSO agree that should settlement negotiations occur as a result of any civil action arising out of the healthcare delivery system at the Facility, both parties will discuss settlement options with each other prior to release. Should ARMOR be named a defendant in an action arising out of medical care at the Facility, ARMOR shall notify the TCSO in a timely manner.

XII: MISCELLANEOUS

- 12.1 INDEPENDENT CONTRACTOR STATUS. TCSO expressly acknowledges that ARMOR is an independent contractor and nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing TCSO to exercise control or direction over the manner or methods by which ARMOR or its subcontractors perform hereunder, other than as herein provided. ARMOR employees or agents agree to follow the policies of TCSO, State law and minimum Jail standards, detention facilities and minimum Jail standards, as well as those standards required of NCCHC and ACA accreditation.
- 12.2 PERFORMANCE BOND. ARMOR shall provide a performance bond in the amount of 100% of the first 180 days, or \$2,744,486.83.
- 12.3 NOTICE. All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such addresses as may be given in writing to the parties:

(A) BOCC

Tulsa County Commissioners
Chairman of the Board
500 South Denver Avenue
Tulsa, Oklahoma 74103

With a copy to TCSO:

Tulsa County Sheriff's Office
Attn: Undersheriff Tim Albin
500 South Denver Avenue
Tulsa, OK 74103

Armor Correctional Health Services, Inc.
ATTN: Bruce Teal, Chief Executive Officer
4960 S.W. 72nd Ave., Ste. 400
Miami, FL 33155

With a copy to:
Armor Correctional Health Services, Inc.
ATTN: Ken Palombo, Chief Operating Officer
4960 S.W. 72nd Ave., Ste. 400
Miami, FL 33155

- 12.4 GOVERNING LAW. This agreement and the right and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Oklahoma.
- 12.5 ENTIRE AGREEMENT. This agreement, together with the RFP and ARMOR's proposal, and necessary NCCHC standards, ACA standards, PREA standards and Oklahoma Jail Standards which are hereby incorporated and adopted by reference constitutes the entire agreement of the parties and is intended as a complete and exclusive Statement of promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Should a conflict arise, the documents will be interpreted in the following order: this Agreement; Armor's Proposal; RFP amendments, addenda and answers to questions; and the RFP.
- 12.6 WAIVER OF BREACH. The waiver by either party of a breach or violation of any provision of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 12.7 ENFORCEMENT. In the event either party incurs legal expenses or costs to enforce the terms of this agreement, the prevailing party in any proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitation, reasonable attorney's fees.
- 12.8 FORCE MAJEURE. ARMOR shall not be deemed in violation of this agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including Inmate disturbances, lack of adequate security escorts, acts of God,

civil or military authority, acts of public enemy, war, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either party.

12.9 SEVERABILITY. In the event of any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not effect the remainder of the agreement which shall remain in full force and effect and enforceable in accordance with its terms.

12.10 CHANGES WITHIN THE LAW. 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 to treat any illness, disease or condition, and if such change, as described in either (i) or (ii), materially increases the cost to ARMOR of providing healthcare services hereunder; then ARMOR and the Tulsa County Sheriff's Office and/or Tulsa County 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 TCSO or ARMOR may terminate their Agreement with Tulsa County upon sixty (60) days prior written notice.

12.11 Liquidated Damages:

(A) It is expected that all receiving physical health and mental health screenings for inmates/detainees shall be completed within two (2) hours upon presentation to the intake nurse. If performance falls below 90% of all medical records audited quarterly, TCSO may require ARMOR to pay fixed, agreed liquidated damages, \$150.00 times the number of Inmates for whom screenings were not completed within the time frame specified for the period being reviewed.

(B) Any subsequent review resulting in performance falling below ninety percent (90%) of this standard within three (3) months of latest review requiring liquidated damages as described in this section, may, at TCSO discretion result in liquidated damages of \$200.00 times the number of Inmates for whom screenings were not completed in the current review period. A third standard of performance lower than ninety percent (90%) within six months of the latest review requiring liquidated damages as described in this section may, at TCSO's discretion be taken at \$250.00 per Inmate. Any continued substandard findings lower than ninety percent (90%) within six months from the latest review period may, at TCSO's discretion result in penalty of \$300.00 per Inmate.

(C) A review of the receiving shall be required each month from the Facility through one or more but not limited to the following processes[KP8]; ARMOR's[MB9] reports to Facility., and/or EMR data collection. DLM shall have final authority over calculation methods

and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

Liquidated damages may be assessed for failure to maintain ACA and NCCHC accreditation. If ARMOR fails to maintain accreditation due to acts/omissions of ARMOR, they will incur liquidated damages of \$25,000 per episode if it is determined by the TCSO that ARMOR was responsible for the failure to maintain accreditation.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA ON BEHALF OF THE TULSA COUNTY SHERIFF

Karen Keith, Chairman

ATTEST:

Pat Key, County Clerk

ARMOR CORRECTIONAL HEALTH SERVICES, INC.

BY: _____

4960 S.W. 72nd Ave., Ste. 400
Miami, FL, 33155

ATTEST: _____

EXHIBIT A
(Staffing)

Position	FTEs	Withhold Rate
Health Services Administrator	1.00	\$40.87
Medical Director	1.00	\$110.58
PA/NP	1.20	\$56.44
Director of Nursing	1.00	\$33.65
RN - Infection Control/Educator/CQI	1.00	\$28.37
RN - Discharge Planner/Utilization Management	1.00	\$28.37
RN - Charge	4.20	\$30.08
RN	2.00	\$26.49
LPN	15.30	\$19.89
CMA	8.40	\$13.93
Administrative Assistant	1.00	\$16.00
Medical Records Clerk.	1.60	\$12.00
Psychiatrist/Psychologist	1.00	\$132.21
Mental Health Professional (LCSW)	3.00	\$24.04
Dentist	0.60	\$85.00
Dental Assistant	0.68	\$16.50