

Josh Turley

From: Josh Turley
Sent: Thursday, October 28, 2010 9:17 AM
To: Andrea Wyrick
Subject: RE: Jail Care - Attny Clnt

Ok. I don't think that will be a problem. I will forward to the undersheriff..

Josh Turley
Risk Management
Tulsa County Sheriff's Office
500 S. Denver
Tulsa, Ok. 74103
918-852-5674 (cell)



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From: Andrea Wyrick
Sent: Thursday, October 28, 2010 09:15
To: Josh Turley
Subject: RE: Jail Care - Attny Clnt

Funny you should mention this . . . Dave and I were just talking about this and it is my suggestion that the Sheriff's Office conduct an internal audit/investigation of CHMO in our own jail to make sure they are complying with the contract and not falling into the same pitfalls as Oklahoma County had. This is very serious, especially in light of the three cases we have now—what else will be coming? It is one thing to say we have a contract with CHMO to cover medical services and they are indemnifying us . . . it is another issue to ignore any and all signs we receive of possible issues or violations of our agreement with them for services in the jail. The bottom line is, the Sheriff is statutorily (or the Trust Authority) obligated to provide medical services.

From: Josh Turley
Sent: Thursday, October 28, 2010 8:51 AM
To: Andrea Wyrick
Subject: Jail Care - Attny Clnt

Andrea

Please see the attached info. This may affect our cases.

Josh Turley
Risk Management
Tulsa County Sheriff's Office
500 S. Denver
Tulsa, Ok. 74103
918-852-5674 (cell)



Please consider the environment before printing this email

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From: jturley@tcsso.org [mailto:jturley@tcsso.org]

Sent: Thursday, October 28, 2010 08:51

: Josh Turley

subject: Attached Image

MEMPHRO | STATE



THURSDAY, OCTOBER 21, 2010

THE OKLAHOMAN | NEWSOK.COM

FORMER MEDICAL PROVIDER UNDERSTAFFED ITS OPERATIONS AND LIED ABOUT IT, LAWSUIT CLAIMS

County sues over jail care

BY BRYAN DEAN

Staff Writer
bdean@opubcc.com

Oklahoma County commissioners have filed a lawsuit against the former medical provider for the county jail, claiming the company routinely understaffed its operations at the jail and lied about it. The county is asking for

actual and punitive damages that could amount to millions of dollars.

Correctional Healthcare Management Inc., a Colorado company, provided medical services at the jail under contract from July 2002 to August 2009. The county paid the company more than \$31 million over that period. Phone messages left

Wednesday with Correctional Healthcare Management weren't returned. The lawsuit, filed Tuesday, claims time records produced in other litigation show the company significantly understaffed its operations at the jail in each of the contract years.

The lawsuit provides two charts showing actual hours the company pro-

vided in a month compared to the requirements of the contract.

In both cases, the jail was shorted hundreds of hours for doctors, nurses, physician assistants and other health care professionals who were supposed to be working at the jail. County officials esti-

SEE COUNTY, PAGE 10A

ONLINE

More
Read past stories on the jail by searching for "Oklahoma County jail" on NewsOK.com.



CREATIVE
ADMISSION
AT OSU

Oklahoma State University's new provost and senior vice president Robert Sternberg's ideas about creativity are garnering national attention and changing the way some schools structure their admissions process.

PAGE 12A

IN BRIEF

MOORE
GUN FOUND
NEAR SCHOOL

A Moore High School sophomore may have taken a loaded 38-caliber gun into the school Tuesday, police said. A police officer noticed the underage

County: Staffing at issue

BEFORE JURY

Att. Pruitt never
trial his campaign
andidate has jury

courtroom to
se, which saw
transcript of the
d arguments or

Priest, an Okla-
week he is
case before a jury.
gain downplayed
it of a jury.

arguments before
d above itself, to
paign manager,
t. "Scott is not a
who has exten-
d government

en been as co-

him available for

appear in court
le legal direction
eys general who
court.
argued dozens of

TESTUS, CAPITOL BUREAU

nging the law by
g the lawsuit would
ave it ruled uncon-
onal or not applica-
Oklahoma.

st, an Oklahoma
rial lawyer, said he
n't challenge the law
rt.

think that's a waste of
er money and a pol-
d process," he said.

ead, Priest said he
explore asking the
supreme Court di-
whether the law is
tutional.

at's much quicker,
s expensive, it brings
ty to the process
kes the politics out
Priest said.

FROM PAGE 9A

mate the company de-
frauded the county of
about \$600,000 a year.

If those shortages ex-
tended over the life of the
contract, the amount
would total more than \$4.2
million.

An attorney for the
county said county offi-
cials only had access to two
months of time records.

To find out exactly how
much the company over-
charged, county officials
will request all the time
sheet records for the con-
tracts in the discovery
process.

The lawsuit also claims
officials for Correctional
Healthcare Management
knowingly lied about the
level of staffing they would
provide and concealed
facts about their staffing
levels from the county.

Sheriff John Whetsel
said after the contracts
with Correctional Health-
care Management ended
last year, the county hired
a Florida company, Armor
Correctional Health Ser-
vices, as its new medical
provider.

The county was blasted
by the U.S. Justice Depart-
ment in 2008 for problems
at the jail, including inade-
quate medical care.

The county has lost sev-
eral lawsuits filed by in-
mates who claimed they
were either denied medical
treatment or didn't get
proper care while in the jail.

The county also recently
settled a lawsuit with OU
Medical Center for unpaid
inmate medical bills.

hold its convention today through S
Cox Convention Center. The theme
the Struggle." Retired Maj. Gen. Rita
speak at a 7 p.m. Saturday banquet
information, call 605-6080.

NORMAN

POLICE SEEK MISSING MAN

Norman police are asking
the public for help in
finding a man with mental
disabilities who has been
missing since last week.
Police said Jerry Dale
Walker, 38, pictured at right,
left his Norman home
sometime on Oct. 12. Walker
is a white man, 6 feet, 2
inches and weighs 310
pounds. Police say his family
fears he is in danger because he u
strict schedule that includes spend
libraries and on the Internet, and b
never gone missing in the past. Ar
information is asked to call 321-161

LAWTON

RESENTENCING TRIAL COM

The friend of a former firefighter
told him he had killed a law enforc
and needed help hiding his car an
appearance. Tyson Anthony testi
that he awoke Dec. 26, 2003, to f
with bruises on his head and a ha
arm. Anthony says as the men w
hotel, Malone confided that he ha
Oklahoma Highway Patrol troope
Anthony's testimony came in the
trial of Malone, who was convict
to death for Green's fatal shootin
was overturned on appeal. Antho
charged in the crime, and took th
Malone. When asked if that affe
mony, he replied that he was tol

CHICKASHA


ABUSE DRAWS 30-YEAR I

Stephen Ray Tennery, 33, of Chi
guilty to six felony counts, includ
of child abuse, and received a 30
this week. His plea came as a ju
chosen for trial. Two child abuse
his molestation of a 9-year-old g
a high-speed chase with his 9-n
in his car, District Attorney Bret
also pleaded guilty to assault w
weapon, felony eluding and spit

TULSA COUNTY
PURCHASING
DEPARTMENT

MEMO

DATE: AUGUST 26, 2010

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT - HEALTH SERVICES AGREEMENT

ON MAY 10, 2010, THE BOARD APPROVED THE ACCEPTANCE OF THE RFP FOR THE SHERIFF'S OFFICE FOR COMPREHENSIVE INSTITUTIONAL HEALTHCARE SERVICES FROM CORRECTIONAL HEALTHCARE MANAGEMENT OF OKLAHOMA, INC., CMF# 217715

SUBMITTED FOR APPROVAL IS AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF THE TULSA COUNTY SHERIFF'S OFFICE AND CORRECTIONAL HEALTHCARE MANAGEMENT OF OKLAHOMA, INC

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL

LRD/tah

ORIGINAL: EARLENE WILSON, COUNTY CLERK, FOR THE AUGUST 30, 2010 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO, JR
COMMISSIONER KAREN KEITH
COMMISSIONER FRED M. PERRY
STANLEY GLANZ, SHERIFF
MARK LIOTTA, CHIEF DEPUTY

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 CORRECTIONAL HEALTHCARE MANAGEMENT OF OKLAHOMA, INC. ("CHMO") is entered into as of the 30th day of August, 2010.

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 Inmates in accordance with applicable law; and in a manner set forth in the RFP, the Response from CHMO, department policies, procedures and derivatives and performance measures included in Exhibit A. CHMO 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 CHMO to provide for the delivery of reasonable and necessary medical, dental, pharmaceutical, and psychiatric care and mental health services, mental health management and health and mental healthcare staff for the Facility's inmates and detainees under the custody and control of TCSO, medically cleared for acceptance, and sentenced to and incarcerated in the Facility ("Inmates"). CHMO hereby accepts such engagement according to the terms and provisions hereof.
- 1.2 SCOPE OF SERVICES. CHMO will provide, on a regular basis, 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. CHMO agrees to maintain State of Oklahoma minimum jail standards, NCCHC standards, ACA standards and all applicable State laws. If CHMO finds that they cannot meet the terms of this contract or any part thereof, they shall immediately notify TCSO in writing of the area of non-compliance, so that the problem can be addressed.
- 1.3 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHMO 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 risk are minimal, the TCSO shall make every effort to have those inmates released.
- 1.4 CLINIC OPERATIONS: CHMO 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. This includes an LPN conducting health assessments daily to all inmates/detainees in segregated units, suicide watch, or any special

Health Services Agreement

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observation cells. CHMO shall have an RN on-site twenty-four (24) hours per day, seven (7) days per week.

- 1.5 SPECIALTY SERVICES. CHMO will provide for specialty services (e.g. radiology services, laboratory services, ob/gyn medical services, etc.) on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on-site, CHMO will make appropriate off-site arrangements for the rendering of such care. CHMO 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.
- 1.6 OPTOMETRY SERVICES. CHMO will not be required to provide basic Optometry services for the purpose of providing new eyeglasses to Inmates. CHMO will provide Optometry services to the extent necessary to relieve or alleviate any exacerbation of a debilitating medical condition requiring Optometry services, or in the event of a court order to provide such services.
- 1.7 PREGNANT INMATES. CHMO 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 CHMO.
- 1.8 EMERGENCY SERVICES. CHMO will provide first response emergency medical treatment to Inmates, visitors, and TCSO staff as necessary and appropriate on-site. CHMO will provide off-site emergency medical care for Inmates, as required, through arrangements to be determined with local hospitals. Provision of emergency services to staff shall be limited to injuries or short term emergency care received while on duty at the jail. CHMO will provide ambulance services for Inmates for emergency circumstances. Routine transfers will be the responsibility of TCSO in regards to off-site non-emergency medical treatment.
- 1.9 AMBULANCE SERVICES. CHMO shall arrange and bear the cost of emergency ambulance services to Inmates.
- 1.10 HOSPITALIZATION SERVICES. CHMO will arrange for the admission of any Inmate who, in the opinion of the medical director, requires hospitalization and will bear the costs thereof, limited in the following circumstances and amounts.
 - (A) CHMO will be responsible for all costs incurred for health care delivered off-site (outside the facility) for Inmates medically cleared for acceptance into the Facility, in accordance with the limits stated herein and in accordance with Oklahoma State Statutes, Title 19
 - (B) For inpatient hospitalization services, CHMO shall only pay Inmate medical expenses for conditions that are not preexisting prior to arrest as defined in OKLA STAT tit 19 § 746 (2010).
 - (C) For outpatient services, CHMO shall pay Inmate medical expenses at the rates negotiated by CHMO to ensure Inmates receive necessary medical care

- 1.11 FINANCIAL LIMITATIONS. CHMO's maximum liability for costs associated with the provision of off-site medical or other health care services which include, but are not limited to, hospitalization, off-site pathology and radiology (also referred to as laboratory and x-ray services), ambulance, off-site dental, and specialty services (including any outpatient services) shall be \$600,000.00 in the aggregate per contract year, to be pro-rated for any partial contract years ("the Cap Amount"). Costs for any medical or other health care services, as set forth above, which are provided to Inmates during the contract year which are in excess of the Cap Amount shall be the responsibility of TCSO. When the Cap Amount is reached, CHMO will continue to provide utilization management, extend all provider discounts to TCSO and pay these expenses on behalf of TCSO, as long as TCSO remains current with payments due under this Agreement.

Should the costs associated with the provision of healthcare services listed above not exceed the Cap Amount, CHMO shall reimburse the TCSO at a rate of Seventy Percent (70%) of the difference between the actual cost to CHMO for these services and the Cap Amount. This rebate shall be net of any other reconciliation amounts due CHMO under this Agreement.

CHMO shall not be financially responsible for costs associated with off-site medical care provided to inmates under the jurisdiction of another county, state or federal agency who are being housed at the Facility.

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

- 1.12 REVIEW OF HOSPITAL AND OFF-SITE SERVICES. CHMO will review all invoices for hospital care and other off-site providers. This review will be completed to determine if the Inmate was the financial responsibility of the TCSO and CHMO on the date and time services were provided. If not, CHMO will assist in routing the invoice to the appropriate agency for payment.

- 1.13 ASSUMPTION OF FISCAL RESPONSIBILITY FOR INMATE MEDICAL CARE.

(A) CHMO will begin fiscal responsibility for pre-booking injuries once the Inmate has been medically cleared for acceptance into the Facility. The arresting agency assumes responsibility of an Inmate's health care at the time that Inmate is taken into custody and prior to acceptance into the Facility.

(B) If services are requested by TCSO prior to medical clearance or otherwise outside this contract, CHMO shall 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.

- 1.14 ELECTIVE MEDICAL CARE CHMO 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 CHMO's Medical Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well being.

- 1.15 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 provide appropriate routine transportation services, as requested by CHMO. CHMO will be responsible for ambulance services for Inmates requiring emergency transportation.
- 1.16 SUPPLIES AND PHARMACUETICALS. CHMO 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. CHMO will utilize a local retail pharmacy when necessary prescriptions cannot be readily obtained from other sources. When manufacture 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, CHMO will make necessary arrangements to provide prophylactic medications to high risk inmates/detainees when clinically indicated and will track inmates/detainees who require vaccination and ensure its provision when supplies become available.
- 1.17 COURT ORDERED OR EVIDENTIARY SAMPLES. CHMO personnel are prohibited from participating in the collection of forensic information, with the exception of sexual assault and specified court-ordered tests. In the case of sexual assault, CHMO personnel may gather evidence for forensic purposes with the written consent of the inmate-victim. Similarly, court-ordered laboratory tests or x-ray procedures may be performed by CHMO personnel, if the Inmate has given written consent. Tests specimens obtained by CHMO for forensic purposes will be in accordance with NCCHC standards at no cost to the TCSO or BOCC.
- 1.18 OKLAHOMA DEPARTMENT OF CORRECTIONS DETAINEES AND OTHER OUT OF COUNTY INMATES. CHMO will provide medical services to all Oklahoma Department of Corrections detainees and inmates/detainees under the custody of another county, state or federal agency who are being housed at the Facility under the custody of the TCSO. All billable (off-site medical services and pharmaceuticals) charges will be submitted for payment to the Oklahoma Department of Corrections or appropriate agency. Should such billing and reimbursement only be accepted through Tulsa County, all reimbursements will ultimately be paid back to CHMO.

II: PERSONNEL

- 2.1 STAFFING CHMO will provide medical, dental, psychiatric, technical, pharmaceutical, ob/gyn, and support personnel necessary for the rendering of health care services to Inmates as contemplated herein. The health care staff will be comprised of 37.90 FTEs as described in CHMO's Staffing Matrix, attached hereto as Exhibit B and incorporated by reference
- 2.2 LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL All personnel provided or made available by CHMO to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Oklahoma law and as required by NCCHC guidelines. TCSO

shall provide background criminal records checks on all CHMO employees upon hire and monthly to ensure that all CHMO employees are working without any felony convictions. All staff must work within their respective scope of practice and a Licensed Practical Nurse function under the direction of a Registered Nurse, Nurse Practitioner, Physician Assistant or Medical Doctor in accordance with the various licensing boards.

CHMO shall notify TCSO of any disciplinary action instituted or pending against the license of any member of CHMO's health care staff.

- 2.3 SATISFACTION WITH HEALTH CARE PERSONNEL. If the TCSO should become dissatisfied with any CHMO personnel provided by CHMO hereunder, CHMO, 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, CHMO will remove the individual within a reasonable time frame considering effects on delivery of health care and recruitment/hiring of an acceptable replacement.
- 2.4 USE OF INMATES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates will not be employed or otherwise engaged by either CHMO 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 CHMO and TCSO may mutually agree.
- 2.5 SUBCONTRACTING AND DELEGATION. In order to discharge its obligations hereunder, CHMO will engage certain health care professionals as independent contractors rather than as employees. CHMO shall not engage any professional and or organization who does not themselves meet the standards and professional licensing requirements. As the relationship between CHMO and these health care professionals will be that of independent contractor, CHMO 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 CHMO will not affect the exercise of the independent contractor's independent judgment in the practice of the profession.
- 2.6 DISCRIMINATION. CHMO 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, CHMO 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 SOLE PROVIDER. CHMO shall be the sole supplier and or coordinator of the medical care delivery system at the Facility. The term "medical care" includes medical, psychiatric, psychological, pharmaceutical and dental care. The responsibility of the provider for the medical care of an Inmate commences when an Inmate has been medically cleared for acceptance into the facility, after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility
- 2.8 STAFFING PLANS. Commencing with the contract start date, and quarterly thereafter, contractor shall submit to TCSO, staffing plans for the Facility. Any deviations from