

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, JULY 14<sup>th</sup>, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: Major John Waldenville x-1010

REQUISITION NO.: 11100155

REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: General Fund.Sheriff. Professional Services- Medical

FUND NUMBERS: 1001.5100.54453.2011

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION?  YES  NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: Two.

AGENDA ITEM READS AS FOLLOWS: FY 2010-2011 Contract Renewal between Armor Correctional Health Services and the Sheriff's Office for Inmate Health Care Services.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

[Signature]  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK: [Signature] YES  N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

CHAIRMAN

Printed Requisitions Report

OKLAHOMA COUNTY

Requisition: 11100155  
Preparer: Hodges, Melissa  
Creation Type: Purchase Requisition  
Approver: Ellis, Becky A  
Creation Date: 02-JUL-10  
Currency: USD  
Description: Contracted Inmate Healthcare for July 2010 (Bid 10907771)  
Note To Approver:

Need By Date: 02-JUL-10  
Rev Category: SERVICE.HEALT Contracted Inmate  
Supplier: Healthcare for July 2010 (Bid 10907771)  
Source: 11100155 - ARMOR CORRECTIONAL HEALTH SERVICES INC - REMIT - - 17885  
Notes:

Line	Line Type	Item	Requester	Need By Date	Urgent Type	Source	Rev Category	Description	Unit Quantity/Amount	Unit Price	Line Amount
1	Service	935-65-000 Hodges, Melissa		02-JUL-10		SUPPLIER	SERVICE.HEALT	Contracted Inmate Healthcare for July 2010 (Bid 10907771)	1.00	519525.27	519,525.27
Distributions: 1 Allocated To Account: 1001.5100.54453.2011.00000.0000.0000											


Justification:  
Note To Approver:  
Notes:  
Total: 519,525.27

Previous Approvals:  
Sequence Date Approver Action Note  
0 02-JUL-10 Hodges, Melissa Reserve  
1 02-JUL-10 Hodges, Melissa Submit Contracted Inmate Healthcare for July 2010 (Bid 10907771)  
2 02-JUL-10 Hodges, Melissa Forward  
3 02-JUL-10 Ellis, Becky A Approve

Approval Action (Circle One):  
Approve Forward Reject

Forward To:

Note:

Signature: 

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 7/6/2010

**COUNTY DEPARTMENT MAKING REQUEST:** Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: FY 2010-2011 Contract Renewal between Armor Correctional Health Services Inc and the Sheriff's Office for inmate health care services.

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

[Signature]  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** 7-6-10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
JUL 06 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

By: [Signature]  
DAVID PRATER  
DISTRICT ATTORNEY

2010 JUL -6 P 12:20  
RECORDED OR FILED  
OKLAHOMA COUNTY  
STATE OF OKLAHOMA

# PENDING APPROVAL

## INMATE HEALTH CARE SERVICES AGREEMENT FIRST EXTENSION

THIS HEALTH SERVICES AGREEMENT, FIRST EXTENSION (“Agreement”) between Oklahoma County/Oklahoma County Sheriff’s Office (hereinafter referred to as the “Sheriff”), and Armor Correctional Health Services, Inc., a Florida corporation, (hereinafter referred to as “Armor”), is entered into this \_\_\_\_\_ day of June, 2010. Services under this Agreement shall commence on July 1st, 2010 and shall continue until terminated or otherwise expired pursuant to the terms of this Agreement.

### WITNESSETH:

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary health care (including medical, dental and mental health services) for the detainees and inmates in the physical care, custody and control of the Sheriff and booked into the County Correctional Facility (hereinafter “Facility,” or the “Jail”); and

WHEREAS, the Sheriff desires to provide for health care to the detainees and inmates in the care, custody and control of the Sheriff in accordance with applicable law; and

WHEREAS, the Sheriff desires to enter into this Agreement with Armor to promote this objective; and

WHEREAS, Armor is in the business of providing correctional health care services and desires to provide such services for the Sheriff under the terms and conditions of this Agreement relative to detainees and inmates in the care, custody and control of the Sheriff who are housed at the Facility.

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter made, the parties hereto agree as follows:

### ARTICLE I: HEALTH CARE SERVICES

1.1. General Engagement; Appointment. The Sheriff hereby engages and appoints Armor to provide for the delivery of reasonably necessary health care, including medical, dental and mental health services, to detainees and inmates in the care, custody and control of the Sheriff who have been medically cleared and physically booked into the Oklahoma County Detention Center for housing therein (such detainees and inmates being hereinafter referred to in this Agreement individually as “Inmate” or collectively as “Inmates”), which excludes inmates and detainees who are only participating in a work release program and not housed at the Facility, and Armor accepts such appointment to perform such services in accordance with the terms and conditions of this Agreement.

# PENDING APPROVAL

1.2. Scope of General Services. The responsibility of Armor for providing health care to an individual commences once the individual is in the care, custody and control of the Sheriff and has been medically cleared and physically booked into the Facility for housing therein. Armor has no responsibility and shall not be liable for any health care or costs to any individual prior to becoming an Inmate. The Sheriff or his designee shall notify a member of the on-site Armor staff of any bookings performed outside the Facility and Armor will use best efforts to provide utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate. Armor shall provide on a regular basis, all professional medical, dental, mental health, and related health care and administrative services for the Inmates, a comprehensive health evaluation of each Inmate following booking into the Facility in accordance with NCCHC Standards, booking/intake health screenings, including medical evaluation for inmate work details, regularly scheduled sick call, nursing care, regular physician and dentist visits to the Facility, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, to include HIV medications but excluding hemophiliac blood products and related supplies, medical clearances for intra and inter-agency transfers, food handling and work clearances, continuing care of identified health problems, detoxification, discharge planning, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein. Armor will also provide screening and assessing of an individual's medical condition at the time the individual is being booked into the Facility, even prior to the completion to the booking process.

1.3. Specialty Services. In addition to providing the general services described above, Armor will obtain for Inmates housed at the Facility special medical services including basic radiology services and laboratory services. Armor will regularly evaluate the feasibility of providing select onsite specialty services (e.g., Obgyn) to reduce offsite transports, including telemedicine services. Specialty services Armor determines to be feasible will be provided onsite. When non-emergency specialty care is required and cannot be rendered at the Facility, Armor will make appropriate off-site arrangements for the rendering of such care and shall make arrangements with the Sheriff or his designee for the transportation of an Inmate in accordance with this Agreement.

1.4. Emergency Services. Armor shall provide emergency medical care, as medically necessary, to Inmates through arrangements Armor has with local hospitals. Armor shall provide for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Additionally, Armor shall provide emergency first aid to correctional staff and visitors to Inmates at the Facility upon request of the Sheriff or his employees or agents, except when doing so would jeopardize Armor's care to an Inmate. Armor shall not be responsible for payment of emergency and follow-up services and transportation provided to correctional staff or visitors within the Facility in the event of an emergency.

1.5. Hospitalization Services and Limitations on Catastrophic Medical Services. Armor will arrange for the admission of any Inmate who, in the opinion of the Armor Medical Director, requires hospitalization, and will bear the costs thereof up to the

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annual aggregate limits set forth herein. Subject to the annual aggregate limits set forth herein, Armor will be responsible for all costs associated with hospitalization, all off-site, on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services, and pharmacy.

(a) “*Hospitalization*” refers to those services, which will be rendered in a hospital or medical center. Such services include but are not limited to inpatient hospitalization, physician fees associated with inpatient and/or outpatient care, ambulatory surgery, emergency ambulatory care, diagnostic and therapeutic radiology, laboratory and pathological capabilities, and physical therapy capabilities. Armor has and will continue to pursue preferred provider contracts/discount agreements with local hospitals to meet the needs of the Sheriff’s inmate health care program.

(b) “*Off-site medical specialist care*” refers to those services rendered by licensed medical specialists, which are not provided on-site at the Jail, as well as emergency transportation costs and telemedicine costs. Armor has and will continue pursue preferred provider contracts/discount agreements with offsite care providers to meet the needs of the Sheriff’s inmate health care program. The Sheriff shall have access to these agreements and any subsequent renewals or amendments through out the contract period.

(c) *Aggregate Limit.* For the term of this Agreement, Armor’s liability for costs associated with health care for Inmates rendered outside of the Facility (i.e., hospitalization and Off-site medical specialist care defined above) and pharmacy will be limited as follows:

- (1) Armor’s total liability for hospital, off-site medical specialty and pharmacy costs will be limited to \$700,000.00.
- (2) Any hospital, off-site medical specialty and pharmacy costs in excess of \$700,000.00 during the term of this Agreement shall be managed and paid by Armor but shall be reimbursed to Armor by Sheriff, as set forth below.
- (3) Should the total hospital, off-site medical specialty and pharmacy costs for the term of this Agreement fall below \$700,000.00 after a full reconciliation, Armor will credit 100% of the difference back to the Sheriff.

(d) *Aggregate Reconciliation* – Following the completion of this contract term (July 1, 2010 –June 30, 2011), Armor shall submit an invoice(s) showing any amount(s) Armor has actually paid in excess of the aggregate limit during the contract term. Armor will provide supporting documentation along with the invoice. The Sheriff will reimburse Armor for the excess amount within 30 days of receipt of invoice. Armor shall then, within 90 days after the end of each contract period, submit a final invoice which shall set forth all additional amounts Armor has paid in excess of the annual limit. The Sheriff shall reimburse Armor for this excess amount within 30 days of receipt of invoice. Armor will cooperate and provide to the Sheriff any cost information requested.

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(e) In the event this Agreement is terminated during the year, then the corresponding annual aggregate limit will be adjusted on a pro-rated basis.

1.6. Exceptions to Treatment. Armor shall not be financially responsible for the cost of any medical treatment or health care services provided to non Inmates. This includes any treatment received by any individual prior to being placed into the care, custody and control of the Sheriff and physically booked into the Facility for housing therein.

1.7. Once an individual has been placed into the care, custody and control of the Sheriff, medically cleared and physically booked into the Facility for housing therein, Armor will be financially responsible for the cost of all medical treatment, subject to the limits noted in this Agreement, for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the Inmate being transported to the Facility. An Inmate shall be medically cleared for booking into the Facility when medically stabilized and the individual's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the Inmate can be reasonably housed at the Facility.

(a) Armor shall not be financially responsible for significant changes in treatment standards which are not FDA approved at the start date of this Agreement or are not part of Armor's medically reasonable written protocols to be used at the Facility at the time this Agreement becomes effective. Should any new drug class or diagnostic test be mandated and approved in relation to community health care standards for treatment and or required by the Armor's Medical Director as necessary for the treatment of Inmates housed at the Facility, and the cost of such treatment, in total aggregate, would exceed 2% of the then current base compensation for any contract period under this Agreement, then the Sheriff and Armor shall negotiate for additional compensation due Armor for all actual expenses incurred from newly mandated changes in treatment standards.

(b) Armor shall provide prenatal, delivery and post partum health care services to pregnant Inmates, but health care services provided to an infant following birth will not be the responsibility of Armor. Armor shall not be responsible for the costs or furnishing of any abortions unless medically necessary.

(c) To ensure adherence with NCCHC guidelines, Armor will not be responsible for any medical testing or obtaining samples, which are forensic in nature, except as required by Statute or any other law.

1.8. Inmates Outside the Facility. Health care services are only for Inmates. Inmates on any sort of temporary release (authorized or unauthorized), including, but not limited to, Inmates temporarily released for the purpose of attending funerals or other family emergencies, Inmates on escape status, Inmates on pass, parole or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be the responsibility of Armor with respect to any claim, liability, cost or expense for the payment or furnishing of health care services. The cost of medical services provided to Inmates who become ill or are injured while on

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temporary release will not be the financial responsibility of Armor after their return to the Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of Armor.

(a) Inmates in the custody of other police or other penal jurisdictions are likewise excluded from the population count and are not the responsibility of Armor for the furnishing or payment of health care services.

1.9. Elective Medical Care. Armor shall not provide 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. Such decisions concerning medical care shall be consistent with applicable laws and general NCCHC standards. In the event of a dispute between Armor's Medical Director and the Sheriff regarding effective medical care, Armor will state in writing to the Sheriff reasons why the medical care is being denied. If the Sheriff determines that the medical care being sought or recommended should be provided, the determination of the Sheriff shall be final and binding on Armor, and the Sheriff assumes the cost of and all liability for such care. Any referral of Inmates for elective medical care must be reviewed and approved by the Sheriff prior to the provision of such services.

1.10. Transportation Services. To the extent any Inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services Armor is obligated to provide under this Agreement, the Sheriff will, upon prior request by Armor, its agents, employees or contractors, provide transportation as reasonably available; provided that such transportation is reasonably scheduled in advance. When medically necessary, Armor shall provide all emergency ambulance transportation of Inmates in accordance with this Agreement.

1.11. HIV and Other Illnesses; Testing. Armor may administer tests to Inmates in the Facility to screen for HIV disease and other health hazards based on community standards and as directed Armor's Medical Director.

1.12. Pharmacy/Pharmacy Annual Aggregate Cap. Armor shall provide pharmacy services management, including providing and administering medicines, including prescribed drugs to the Inmates. Armor shall use best efforts to dispense pharmaceuticals to Inmates within a reasonable time period, not to exceed 24 hours from the time the prescription or order was written. Armor's total liability for pharmacy costs will be limited as set forth in section 1.5, above.

## ARTICLE II: PERSONNEL

2.1. Staffing. Armor shall provide medical, dental, mental health, technical and support personnel as necessary for the rendering of health care services to Inmates at the Facility as described in and required by this Agreement. The chart attached as

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Exhibit A includes the agreed-upon staffing matrix necessary to provide the health care and support services required by the Facility for an average daily inmate population of 2500 Inmates.

(a) Should the inmate population exceed 2500 for three consecutive monthly averages, then both parties agree to review staffing and contract price to ensure proper care is reasonably able to be provided. If additional staffing is needed to properly care for the increased population, the Sheriff and Armor shall agree upon additional compensation required to provide the additional staffing.

(b) In the event the Facility operations or processes change impacting Armor's delivery of medical care and performance under this Agreement, Armor reserves the right to and may provide for additional health care staffing beyond the positions noted in the attached Exhibit A, in order to perform the necessary health care services as required under this Agreement. Should additional health care staffing be required, Armor also reserves the right to review the base compensation and, with the Sheriff's participation and approval, which shall not be unreasonably withheld, make necessary adjustments in base compensation in order to accommodate any additional staff positions which may be needed.

2.2. Staffing Withholds. For each medical classification governed by the staffing matrix included as Exhibit A of this Agreement, a withhold may be imposed by the Sheriff for any hours under 95% of the total monthly paid hours reflected on Exhibit A. For any hours below 95%, the Sheriff may deduct from its monthly payment to Armor at 100% of the hourly rate for the positions as reflected on Exhibit A. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position. Armor will provide the Sheriff or its representative with a monthly contract staffing compliance report showing paid hours by position relative to the staffing matrix. The report shall list all contract positions and the individual by name providing the service, hours each individual worked, to include paid time off, in relation to the contract hours required for that period. The staffing compliance report will be due no later than fifteen days following each monthly pay period.

(a) Unfilled hours include those hours which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled; except, unfilled hours will *not* include vacancies due to illness, holidays, vacation, personal leave or assistance with government or inmate litigation not involving the negligent or wrongful acts of Armor. If the hours remain unfilled in excess of 15 days for reasons of illness, annual, or personal leave, an amount may be payable to the Sheriff, as set forth above.

2.3. Licensure, Certification and Registration of Personnel. All personnel provided or made available by Armor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Oklahoma law. Each license or certification shall be on file at a central location as mutually agreed upon.

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2.4. Sheriff's Satisfaction with Health Care Personnel. If the Sheriff becomes dissatisfied with any health care personnel provided by Armor hereunder, or by any independent contractor, subcontractors or assignee of Armor, Armor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Armor shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about which the Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, Armor will be allowed thirty (30) days from date of removal to find an acceptable replacement, without penalty or prejudice to the interests of Armor.

2.5. Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Armor or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, Inmates may be used in positions not involving the rendering of health care services directly to Inmates.

2.6. Subcontracting and Delegation. In order to discharge its obligations hereunder, Armor will engage certain health care professionals as independent contractors rather than as employees. The Sheriff may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff consents to such subcontracting or delegation. 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. Armor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Armor shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of Armor under this Agreement, Armor shall provide the Sheriff proof, prior to the effective date of this Agreement, that there is in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least the statutory minimum or as otherwise required to be maintained by such professionals under Oklahoma law. If requested by the Sheriff, Armor will provide to the Sheriff copies of subcontractor agreements providing service under the Agreement.

2.7. Discrimination. During the performance of this Agreement, Armor and Sheriff, their employees, agents, subcontractors, and assignees agree as follows:

- (a) None will discriminate against any employee or applicant for employment because of race, color, religion, sex, age, Veteran status, disability as defined in the Americans with Disabilities Act or national origin, except where age, religion, sex, disability or lack thereof or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Each will agree to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

## ARTICLE III: ACCREDITATION

3.1. Obligation of Armor. Armor's services shall be designed to meet the standards promulgated/developed by the National Commission on Correctional Health Care for Jails (NCCHC). Armor will cooperate fully with the Sheriff in all efforts to attain and retain formal accreditation of the Facilities health care program. The Sheriff will be responsible for the payment of the fees for maintaining or renewing NCCHC accreditation. Any deficiency in Armor's performance of health care services under this Agreement resulting in notice from any regulatory or accrediting organization may constitute a material breach of this Agreement and shall be rectified immediately provided that such a breach is directly attributed to Armor, including Armor's employees, agents and subcontractors. Failure to rectify any such deficiency within a thirty (30) day cure period may result in causing the Sheriff, in his sole discretion, to terminate this Agreement. In the event accreditation from the NCCHC is not maintained during the term of this Agreement after attaining such, and is due to Armor's failure to comply with NCCHC standards, then Armor will pay a penalty of Fifty Thousand Dollars (\$50,000.00) to the Sheriff as liquidated damages. Armor shall apply for NCCHC accreditation within 12 months from the start of this Agreement.

## ARTICLE IV: EDUCATION

4.1. Inmate and Staff Education. Armor shall conduct an ongoing health education program for Inmates at the Facility with the objective of raising the level of Inmate health and health care. Armor staff will provide relevant training to the Sheriff's staff as required by accrediting bodies. Armor will also work with the Sheriff to provide correctional staff with health care training as desired by the Sheriff and as Armor is able to accommodate without jeopardizing the quality of Inmate care.

4.2. Medical Services Staff Education. Armor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

## ARTICLE V: REPORTS AND RECORDS

5.1. Medical Records. Armor shall cause and require to be maintained a complete and accurate medical record for each Inmate receiving health care services from Armor. Each medical record will be the property of the Sheriff and such records shall be maintained by Armor in accordance with applicable laws, NCCHC standards and the Sheriff's policies and procedures. The medical records including any electronic medical records shall be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical record shall be available, within a reasonable time, to the Sheriff and may be available to accompany each Inmate who is transferred from the Facility to another location for off-site services or transferred to another institution with reasonable notice. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Armor shall comply with Oklahoma law and the Sheriff's policy with regard to access by Inmates and Facility staff to medical records. No information contained in the medical records shall be released by Armor except as provided by the Sheriff's policy, by a court order, or otherwise in accordance with applicable law. Armor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Upon the expiration or termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff. However, the Sheriff shall, within the limits of applicable law, provide Armor with reasonable ongoing access to all medical records even after the termination/expiration of this Agreement to enable Armor to properly prepare for litigation or anticipated litigation or any other legal or regulatory claim or action brought or threatened by third persons in connection with services rendered during the term hereof.

5.2. EMR. The parties shall work together to promptly implement the CorEMR electronic medical records system (EMR). Armor shall coordinate their efforts through the Sheriff's Detention Major. During the term of this Agreement, Armor shall provide the desktops, laptops and server it needs to utilize the EMR and pay the monthly CorEMR fee. The Sheriff shall ensure the Facility has systems and infrastructure in place to allow the EMR of interface with the Sheriff's jail management system and the internet.

5.3. Regular Reports by Armor to the Sheriff. Armor shall provide to the Sheriff, on a date and in a form mutually acceptable to Armor and the Sheriff, monthly and annual reports relating to services rendered under this Agreement.

5.4. Third Party Reimbursement. Armor will seek from Inmates information concerning any health insurance the Inmate might have that would cover off-site services managed by Armor. Armor will make reasonable effort to ensure all such third party sources are exhausted before paying. All third party remuneration that is recovered or credited because of any Inmate third party source or entity will be credited to the Sheriff's office, as directed by the Sheriff. Armor shall provide the Sheriff with reports when such credits are to be applied.

5.5. Inmate Information. Subject to the applicable Oklahoma law, in order to assist Armor in providing the best possible health care services to Inmates, the Sheriff will provide Armor with information pertaining to Inmates that Armor and the Sheriff

mutually identify as reasonable and necessary for Armor to adequately perform its obligations hereunder.

5.6. Armor Records Available to the Sheriff with Limitations on Disclosure. With reasonable notice, Armor shall make available to the Sheriff, at the Sheriff's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. The Sheriff understands that many of the systems, methods, procedures, written materials and other controls employed by Armor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Armor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by Armor.

5.7. Sheriff's Records Available to Armor with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Sheriff will provide Armor, at Armor's request, Sheriff's records relating to the provision of health care services to Inmates as may be reasonably requested by Armor or as are pertinent to the investigation or defense of any claim related to Armor's conduct. Consistent with applicable law, the Sheriff will make available to Armor such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of Inmates (to the extent the Sheriff has any control over those records) as Armor may reasonably request. Any such information provided by the Sheriff to Armor that the Sheriff considers confidential and clearly labeled confidential shall be kept confidential by Armor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.

5.8. HIPAA Compliance. To the extent HIPAA applies to Armor, Armor shall comply with those requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) relating to Armor's responsibilities pursuant to this Agreement.

## ARTICLE VI: SECURITY

6.1. General. Armor and the Sheriff 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 the Inmates and the Sheriff's staff, consistent with the correctional setting. The Sheriff will take all reasonable measures to provide sufficient security to enable Armor, and its personnel, to safely and adequately provide the health care services described in this Agreement. Armor, its staff and personnel, understand that the facility in which services will be rendered is a detention facility and that working in such a facility involves inherent dangers. Armor, its staff and personnel further understand that the Sheriff cannot guarantee anyone's safety in such a facility and nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of Armor employees, agents or subcontractors, including their employees.

(a) In the event that any recommendation by Armor for particular health services for any Inmate or transfers to a medical facility should not be implemented and carried

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out for security reasons, Armor will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff not to respond or to institute a requested transfer of any Inmate as long as the request was made in writing.

6.2. Loss of Equipment and Supplies. The Sheriff shall not be liable for loss of or damage to equipment and supplies of Armor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the Sheriff or his employees.

6.3. Security During Transportation Off-Site. The Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

## **ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

7.1. General. The Sheriff agrees to provide Armor with office space at the Facility, the use of the equipment (including office furniture) currently being used at the Facility to provide health care services to Inmates, and utilities (such as electricity, local phone, internet access and water) sufficient to enable Armor to perform its obligations hereunder. Armor will supply and be responsible for payment of long distance telephone carrier services and equipment within the Jail for use of its personnel. The Sheriff will provide necessary maintenance and housekeeping of the office space at the Facility. Armor agrees it has inspected the Facility and medical office space at the Facility and that such space and the Facility can be utilized to perform the obligations required under this Agreement.

7.2. Delivery of Possession. The Sheriff will provide to Armor, beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies that are the Sheriff's property, in place at the Facility's health care unit. Furthermore, to assist in the transition of health care to Armor, the Sheriff will make reasonable effort to accommodate Armor's requests to review the Facility and gather information prior to the contract start date. At the termination of this or any subsequent Agreement, Armor will return to the Sheriff possession and control of all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Facility's health care unit prior to the commencement of services by Armor under this Agreement.

7.3. Maintenance and Replenishment of Equipment. Armor will maintain all equipment, whether owned by Armor or the Sheriff, necessary for the performance of this Agreement by Armor in working order during the term of this Agreement. Based on input from the Armor Medical Administrator and in consultation with the Sheriff, the Sheriff will consider submitting an annual budget for capital equipment items, with a value in excess of \$1,000, necessary to provide health care services in the Facility. Armor shall at its sole expense purchase all medical and office equipment it needs to perform services pursuant to this agreement with a per item cost of \$1,000 or less. At the full conclusion of this contract (including all extensions and renewals), all equipment purchased by Armor shall become the property of the Sheriff. If the contract with Armor is terminated prior to the initial contract term and extensions the Sheriff will be provided

# PENDING APPROVAL

the opportunity to purchase the equipment at the time of the contract termination at its depreciated value, based on a three year depreciation schedule.

Prior to the start of the initial contract period, the Sheriff shall provide Armor a complete listing of all equipment within the medical unit that will be available for Armor to use.

7.4. General Maintenance Services. The Sheriff will provide for each Inmate receiving health care services at the Facility the same services provided by the Sheriff for all Inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

7.5. Supplies. Armor shall use reasonable efforts to maintain a quality and quantity of supplies on hand during this Agreement that will be sufficient to enable Armor to perform its obligations hereunder, barring a significant deviation from standard usage (e.g., riot). Armor shall be responsible, at its sole expense, to purchase any and all additional office supplies needed, from time to time, to provide health services to the Inmates pursuant to the provisions of this Agreement.

7.6. Biohazardous Waste. Armor shall be responsible, at its sole cost, for the proper disposal of all biohazardous medically generated waste occurring at the Facility during the term of this Agreement.

7.7. Software and Electronic Information. All software programs and other information technology purchased or developed by Armor and used in its performance of this Agreement are proprietary to and/or the property of Armor, and Sheriff shall not have any right, title or interest, in or to such property, except as otherwise provided in this paragraph. At the expiration or termination of this Agreement, Armor will provide the Sheriff with all Inmate data that has been stored electronically, in a useable format for the Sheriff, on Armor systems and shall ensure that all paper Inmate medical records and / or electronic documents are complete and remain in the Sheriff possession.

## ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT

8.1. Term. This Agreement will commence at 12:01 a.m. on July 1st, 2010 and run through midnight June 30<sup>th</sup>, 2011. This Agreement may be renewed for one (1) additional one (1) year terms thereafter, each renewal subject to mutual agreement by the parties.

8.2. Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

# PENDING APPROVAL

- (b) Termination by Cancellation. This Agreement may be cancelled without cause by either party upon thirty (30) days prior written notice in accordance with Section 11.4 of this Agreement.
- (c) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement.
- (d) Annual Appropriations and Funding. Both parties acknowledge that the performance of this Agreement and payment for medical services to Armor pursuant to this Agreement is predicated on the continued annual appropriations by the Board of County Commissioners of Oklahoma County to the Sheriff with specific funds allocated to meet the medical needs of the Inmates in the Facility and the Sheriff's ability to perform under this Agreement.

8.3. Responsibility for Inmate Health Care. Upon termination of this Agreement, all of Armor's responsibility for providing health care services to all Inmates, including Inmates receiving health care services at sites outside the Facility, will terminate.

8.4. Owner of Documents Upon Early Termination. Upon early termination of this Agreement prior to its expiration, copies of all finished or unfinished documents, studies, correspondence, reports or other products prepared by Armor for Sheriff shall be provided to the Sheriff.

## ARTICLE IX: COMPENSATION

9.1. Base Compensation. Base monthly compensation shall be invoiced after receipt of purchase order from the Sheriff and is due thirty (30) days after receipt. All monthly adjustments (e.g., withholds, per diems) shall be invoiced or credited, as the case may be, the following month. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to Armor will be prorated accordingly, based on the fractional portion of the month during which Armor actually provided services.

(a) For the this twelve month contract term, the Sheriff is required to pay to Armor the base compensation of \$6,234,303.24 for the monthly average base inmate population up to 2500, payable in twelve (12) equal monthly installments of \$519,525.27. For each Inmate in excess of an average monthly population of 2500, the Sheriff shall pay Armor a per diem of \$1.22. For each Inmate below a monthly average inmate population of 2000, Armor shall credit the Sheriff a per diem of \$1.22. These amounts represent no increase from the previous contract between the parties, and is agreed to by

# PENDING APPROVAL

Armor in consideration of the Sheriff foregoing any and all withholds and penalties that may otherwise have been applied to Armor under the previous contract.

9.2. Inmate Population. The average daily inmate resident population shall be based upon the count taken at 12:00 a.m. each day. The average daily population counts are added for each day of the month and divided by the number of days in the month to determine the average monthly inmate population. The excess, if any, over 2500 inmates will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Armor for the month. The underage, if any, below 2000 inmates will be multiplied by the per diem rate and the number of days in the month to arrive at the credit to be given the Sheriff.

(a) Should the Sheriff designate any other site as a facility requiring the provision of health care services by Armor, the parties agree to negotiate the additional staff and compensation prior to Armor commencing services at the newly designated facility.

9.3. Compensation for Additional Renewal Terms. For each of the two renewal periods described in Section 8.1, base compensation and the per diems shall be increased by the medical consumer price index ("CPI") for the region encompassing Oklahoma County or 3.22%, whichever is less.

9.4. Failure to Perform/Reimbursement. For any services required to be performed by Armor under this Agreement, but that are performed by the Sheriff due to Armor's failure to perform, Armor shall reimburse Sheriff for those expenses and such expenses shall be reduced from the monthly payment due Armor under this Agreement.

9.5. Penalties. Penalties to which Armor is subject include the following:

(a) For medical records not timely filed into the medical chart, the Sheriff may assess Armor 25 cents for records filed later than 72 hours, 50 cents for records filed later than 7 days and \$1.00 for records filed later than 30 days.

(b) For histories and physicals (H&P) not performed by the 14<sup>th</sup> full day an Inmate is in the Facility, the Sheriff may, starting on the 15<sup>th</sup> day, assess Armor \$100 per day for each H&P over the 14 days. If delinquent H&P's are greater than 5% of the total H&P's done in any month, the Sheriff may assess Armor \$250 for all H&P over the 5%. These amounts will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.

(d). Armor shall not be liable for a penalty when Armor's failure arises as a result of any reason beyond its control, including but not limited to physical plant limitations, strikes or labor disputes by the Sheriff's staff, inmate disturbances, inmate movement, access to corrections staff to facilitate care, acts of God, or any other similar causes beyond the reasonable control of either party.

9.6. Inmates from Other Jurisdictions. Medical care rendered within the Facility to Inmates from other jurisdictions housed in the Facility pursuant to contracts

# PENDING APPROVAL

between the Sheriff and such other jurisdictions will be the responsibility of Armor. Armor will arrange medical care that cannot be rendered in the Facility, but Armor shall have no financial responsibility for such services.

9.7. Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that Inmates assigned to the work release program who are not housed at the Jail are personally responsible for the costs of any medical services provided to them. Armor shall assist with arranging the necessary transportation for Inmates participating in the work release program who are not housed at the Jail to obtain medical care.

9.8. Changes in the Law. If any statute, rule or regulation is passed or any order issued or any statute or guideline adopted which materially increases the cost to Armor of providing health care services pursuant to this Agreement, Armor and the Sheriff will agree on additional compensation to be paid by the Sheriff to Armor as a result of such changes; provided, however, that if the parties are unable to agree on appropriate compensation, the matter shall be submitted to mediation according to the provisions of this Agreement.

## **ARTICLE X: LIABILITY AND RISK MANAGEMENT**

10.1. Insurance. At all times during the term and any renewal term of this Agreement, Armor shall maintain (i) Professional Liability insurance covering Armor, its employees and officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate annually; and (ii) Comprehensive General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00). All insurance policies shall be with insurers qualified and doing business in Oklahoma. Physicians, physician assistants, nurses and dentists provided by Armor will be included in the coverage. The Sheriff shall be named on the Certificate of Insurance as additional insured. In the event that the coverage changes, Armor shall provide the Sheriff with thirty (30) days notice in writing. Armor shall also provide thirty (30) days advance notice to the Sheriff, in writing, of any changes in policy coverage or amount and cancellation or non-renewal of insurance coverage.

(a) All insurance policies shall be with insurers qualified to do business in Oklahoma. Armor also agrees to make accessible to the Sheriff copies of policies and subsequent renewal policies. Sheriff will be notified if there are any changes in contract or providers from insurance carriers on a timely basis. Failure to maintain such coverage will be determined as a material breach of contract. Sheriff may elect to terminate contract with no notice or economic loss.

(b) In addition, Armor shall maintain over the term and any renewal term of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this Agreement and in any case of subcontracting, will require that the subcontractor have sufficient coverage as well. Such insurance will comply fully with the Oklahoma Worker's Compensation Law.

# PENDING APPROVAL

10.2. Lawsuits Against the Sheriff. In the event that any lawsuit (whether frivolous or otherwise) is filed against one or more of the Sheriff, his employees or agents, based on allegations concerning medical care of Inmates or on the performance of Armor's employees, agents, subcontractors or assignees, the parties agree that Armor, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them, the Sheriff or the employees or agents of either, pursuant to Section 10.4 of this Agreement. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

10.3. Indemnity. Armor agrees to indemnify, defend and hold harmless the Sheriff, their respective officers, appointees, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect, omission or failure to act by Armor, except that neither Armor nor any of its subcontractors shall be liable for any injury or damage caused by or resulting from the negligence of the Sheriff, his officers, agents and employees.

(a) In no event however, shall Armor's obligations in this section apply or extend to:

(1) any claim, liability, cost or expenses arising or incurred at any time in connection with treatment of any Inmate's injury if such treatment occurred prior to the Inmate's being in the care, custody and control of the Sheriff and not under the responsibility of Armor's care pursuant to this Agreement; or

(2) any claim, liability or cost arising out of the acts or omissions of any Sheriff's officers, agents or employees which prevent an Inmate from receiving medical care as directed by Armor; prevent an Inmate through the failure to exercise good judgment, to obtain prompt medical review or examination by Armor's employees or contractors; or which amount to willful misconduct.

(b) Nothing herein is intended to or shall be construed to waive any rights the Sheriff may have under the laws of Oklahoma.

10.4. Limitation of Liability. It is the intent of the parties to this Agreement that Armor in providing the services contemplated hereunder is acting on behalf of the Sheriff, consequently, it is intended that any and all statutory, common law or legislative limitations on the liability of instrumentality's of the Sheriff are applicable to Armor and its health care providers to the extent allowable by law.

## ARTICLE XI: MISCELLANEOUS

11.1. Independent Contractor Status. The parties acknowledge that Armor is an independent contractor and that all medical care decisions will be the sole responsibility of Armor. Nothing in this Agreement is intended, nor shall they be construed, to create an agency relationship, an employer/employee relationship, a joint venture relationship,

# PENDING APPROVAL

joint employer or any other relationship allowing the Sheriff to exercise control or direction over the manner or method by which Armor, its employees, agents, assignees or its subcontractors perform hereunder.

11.2. Badges and/or Visitor Passes. All Armor employees will wear identification badges at all times in a visible manner. Armor shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or re-assignment.

11.3. Subcontracting. Any subcontract shall include the obligations contained in this Agreement, and shall not relieve Armor of its obligation to provide the services and be bound by the requirements of this Agreement.

11.4. Notice. Unless otherwise provided herein, 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 when delivered according to this section. Delivery shall be by certified or registered mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Sheriff of Oklahoma County  
201 North Shartel Avenue  
Oklahoma City, OK 73102-2227

With a copy to:  
Oklahoma County Purchasing Director  
320 Robert S. Kerr, Suite 117  
Oklahoma City, OK 73102

Armor:

Bruce Teal, CEO  
Armor Correctional Health Services, Inc.  
4960 S.W. 72<sup>nd</sup> Ave, Suite 400  
Miami, Florida 33155

With a copy to:  
Kenneth Palombo, COO/General Counsel  
Armor Correctional Health Services, Inc.  
4960 S.W. 72<sup>nd</sup> Ave, Suite 400  
Miami, Florida 33155

# PENDING APPROVAL

11.5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Oklahoma, notwithstanding any conflicts of law principles to the contrary.

11.6. Entire Agreement. This Agreement, attachments, exhibits and schedules specifically incorporated herein constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

11.7. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

11.8. 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.

11.9. 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 cost of such action so incurred, including without limitation, reasonable attorney's fees. The Sheriff's obligation under this section shall be to the extent permitted by law.

11.10. Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

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

11.12. Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, by strikes, Inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure of transportation, explosion, war, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond its control.

11.13. Default. Unless Armor's performance is specifically exempted by this Agreement, Sheriff shall be entitled to a credit or reimbursement for any reasonable cost the Sheriff incurs for any medical services required to be performed by Armor when and to the extent that Armor shall fail to perform and a thirty (30) day cure period has passed.

# PENDING APPROVAL

The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the Sheriff and the Sheriff is otherwise entitled to seek all other lawful remedies the Sheriff is entitled to under this Agreement, including any and all damages stemming from the failure of Armor to pay as is required under this Agreement.

11.14. Funding Sources. Both parties acknowledge that performance of this Agreement and payment for medical service to Armor pursuant to this Agreement is predicated on the continued annual appropriations by Oklahoma County to the Sheriff with specific funds allocated to meet the medical needs of the Inmates in the Jail and the Sheriff's ability to perform under this Agreement.

11.15. Permits and License. Armor acknowledges that it will facilitate all relevant permits and licenses required for Armor to perform the services required by this Agreement. Armor shall ensure that all individuals or entities performing the services required under this Agreement, including but not limited to its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Armor shall notify the Sheriff of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

11.16. Effect of this Agreement. This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein, and in **Exhibit B and Exhibit C**. This Agreement may be modified only in writing that expressly references this Agreement and is executed by both of the parties hereto.

11.17. Liaison. The Sheriff or his designee (so designated in writing by the Sheriff) shall be the liaison with Armor.

11.18. Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid and binding representative of each party.

11.20. Sheriff's Correctional Healthcare Advocate. The Sheriff may designate a Correctional Health Care Monitor who will be its representative and who shall require Armor to meet all contract requirements; monitor Armor's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend or assess liquidated damages/penalties based on non-compliance and as set forth within this Agreement; and facilitate and dispute resolution.

11.21. Appearances. Armor's representatives shall cooperate with the Sheriff as necessary for required court appearances related to medical services.

11.22. Civic Groups. Upon mutual agreement of the Sheriff and Armor, Armor shall discuss the services provided under this Agreement with local civic groups or visiting officials.

# PENDING APPROVAL

11.23. Sheriff's Facility. The Sheriff may prohibit entry to any Facility or remove from a Facility any of Armor's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations and procedures of the Sheriff, or who present a security risk or threat as determined in the sole discretion of the Sheriff. The Sheriff reserves the right to search any person, property or article entering any facility. Armor's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in the premises are subject to search at any time.

11.24. Computer Security. Armor shall use its best efforts to ensure that any of its actions do not corrupt or infect any of Sheriff's computer equipment, computer software, data files, or databases.

11.25. Media Requests. If media requests are received, Armor may be responsible for responding to the media after coordinating its response with Sheriff's Public Information Office.

11.26. Emergency Notification. Armor shall promptly notify the Sheriff of any unusual illnesses, any emergency care, any Inmate death, and any potential media concern.

11.27. Infection Control. Armor shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSHA and Governing Standards.

11.28. Inmate Grievances, Complaints. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the Armor's Medical Director or designee who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's grievance procedures. Armor shall initiate a response to all Inmate complaints or grievances concerning services under this Agreement within twenty-four (24) hours, excluding weekends, of Armor's receipt of such complaint or grievance.

11.29. Utilization Review. Armor shall implement and operate a Utilization Review Program for the Sheriff.

11.30. Comprehensive Quality Improvement. Armor shall develop a comprehensive quality improvement program of regularly scheduled audits of all Inmate health care services provided under the Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for program and contract monitoring (peer review) by one or more "outside" detention health care consultant(s) on an annual basis. The results of the outside

# PENDING APPROVAL

consultant's review(s) shall be provided to the Sheriff and available for NCCHC review accreditation. Armor shall bear all costs associated with the outside consultants.

11.31. Medical Master Plan. Subject to the approval of the Sheriff, Armor shall maintain procedures from the effective date of the Agreement for the delivery of medical services in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass arrests. Such procedures shall be maintained and/or modified by Armor's Medical Director working closely with the Sheriff's staff and may include:

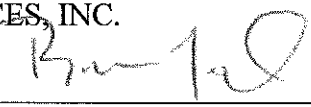
- (a) Communications system;
- (b) Recall of key staff;
- (c) Assignment of health care staff;
- (d) Establishment of command post;
- (e) Safety and security of the patient and staff areas;
- (f) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
- (g) Establishment of a triage area;
- (h) Triage procedures;
- (i) Medical records –identification of injured;
- (j) Use of ambulance services;
- (k) Transfer of injured to local hospitals;
- (l) Evacuation procedures (to be coordinated with security personnel); and
- (m) Practice drills annually at each Facility involving staff from each shift in accordance with NCCHC standards.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

ATTEST:

ARMOR CORRECTIONAL HEALTH SERVICES, INC.

By:   
\_\_\_\_\_  
Officer of Corporation

By:   
\_\_\_\_\_  
Title: CEO

Date: 7-2-2010

Date: 7-2-2010

THE OKLAHOMA COUNTY SHERIFF'S OFFICE

  
\_\_\_\_\_  
Sheriff of Oklahoma County, Oklahoma

Date: 07/06/2010

# PENDING APPROVAL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY.

\_\_\_\_\_  
Chairman

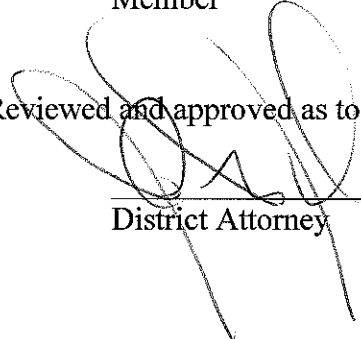
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Deputy  
Carolynn Caudill, County Clerk

Reviewed and approved as to form and legality

  
\_\_\_\_\_  
District Attorney

7/6/2010

# PENDING APPROVAL

## EXHIBIT A

<b>Position</b>	<b>Worked FTEs</b>	<b>Hourly Rate</b>
Health Services Administrator	1.00	\$44.00
Medical Director	1.00	\$90.00
ARNP/PA	2.00	\$42.00
Dentist	0.60	\$75.00
Dental Assistant	0.60	\$15.82
Psychiatrist	1.00	\$110.00
Mental Health Administrator	1.00	\$39.00
Mental Health Professional (MSW)	3.75	\$25.00
Director of Nursing	1.00	\$31.00
Assistant DON	1.00	\$29.00
RN-Supervisor	3.20	\$29.64
RN	5.20	\$25.97
LPN	21.40	\$20.00
CMA	11.20	\$15.60
Secretary/Billing Coordinator	1.00	\$16.00
Medical Records Manager	1.00	\$20.00
Medical Records Clerk	7.00	\$12.25
<b>Total</b>	<b>62.95</b>	<b>\$24.30</b>

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## EXHIBIT B

### DOCUMENT:

**Business Proposal (Volume I) and Technical Proposal (Volume II) submitted by Armor Correctional Health Services, Inc, dated May 13<sup>th</sup>, 2009, in response to Oklahoma County's RFP 10907771 Inmate Medical Service.**

### Modifications/Exceptions-

1. **Average Daily Population (ADP) modified from 2345 to 2500 and is calculated based upon the entire month's average census.**
2. **For each Inmate in excess of the 2500 average monthly population, the Sheriff shall pay Armor a per diem of \$1.22. For each Inmate below a monthly average inmate population of 2000, Armor shall credit the Sheriff a per diem of \$1.22**
3. **Penalties for late 14-Day Health Assessments shall begin on the 15<sup>th</sup> day of an Inmate's intake, the Sheriff may, starting on the 15<sup>th</sup> day, assess Armor \$100 per day for each H&P over the 14 days. If delinquent H&P's are greater than 5% of the total H&P's done in any month, the Sheriff may assess Armor \$250 for all H&P over the 5%. These amounts will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.**
4. **Any underage associated with the Pharmacy and/or Off-Site Aggregate Caps shall be refunded to OCSO at 100%.**
5. **Base compensation and the per diems shall be increased by 3.22% or the medical consumer price index ("CPI") that reflects the percentage change by calendar year for the region encompassing Oklahoma County (South), whichever is less.**
6. **For medical records not timely filed into the medical chart, the Sheriff may assess Armor 25 cents for records filed later than 72 hours, 50 cents for records filed later than 7 days and \$1.00 for records filed later than 30 days.**
7. **The parties agree that no penalty shall be applied during the first ninety (90) days of the initial Agreement term.**

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## EXHIBIT C

### DOCUMENT:

**Oklahoma County RFP 10907771 Inmate Medical Service and Answers to Questions relating thereto.**