



Tooele County Council #5
Agenda Item Summary

Department Making Request:

Sheriff's Office

Meeting Date:

NOV 23rd

Item Title:

Contract For Medical Doctor Services in Jail

Summary:

This is an agreement between Tooele County and Kennon Tubbs for doctor services in the jail. This has been budget for 2022. It will terminate December 31st, 2022, with notice or renew automatically after 30 days after expiration without notice with a 2% increase.

Send copies to:

Sheriff,

Dr. Kennon Tubbs (We can facilitate getting him a copy once it is signed)

Clerk's Office

Agreement

This agreement entered into this January 1st, 2022 by and between Tooele County Jail hereinafter referred to as "Tooele" and Kennon C. Tubbs, M.D.L.L.C., hereinafter referred to as "MD".

Whereas, Tooele requires the services of MD to administer the medical needs of detainees at Tooele County Jail in Tooele, Utah and;

Whereas, MD is qualified to provide such services to detainees at the county jail;

Whereas, Tooele desires to contract with MD to provide the medical services for the detainees at the county jail;

In consideration of the mutual covenants of the contained herein and other good and valuable considerations, the parties agree as follows:

Section I Term

This agreement shall take effect on January 1st, 2022 and shall continue in operation through December 31st, 2022 and shall renew for 30 days thereafter subject to the availability of funding and the right of either party to terminate this agreement without cause by giving notice to the other party at least 30 days prior to the end of the budget year. In absence of such notice, this agreement shall continue after the 2022 expiration for an additional one year period upon the same terms and conditions with an annual 2% price increase.

Section II Services

MD shall provide the following medical services:

1. Quality of care for detainees; using the Utah Department of Correction and Utah Medicaid guidelines for standards for the quality of medical care.
2. No elective care will be provided without prior authorization by Tooele.
3. MD will prescribe medications from a formulary of medications determined by Tooele and use the Utah State Prison formulary as a guide.
4. Sick call will be held once a week on Thursday.
5. Sick calls may be delayed up to 7 days during winter months if road conditions are determined to have travel warnings or advisory. Providers will make reasonable effort to cover sick calls via telemedicine or other communication during hazardous winter conditions.
6. Tooele employs three registered nurses, RN, to assist with sick call and coordinate sick call requests, billing, pharmacy management, medication dispensing and record keeping.
7. MD to provide telephone on call service for consultation with the intent to triage detainees for appropriate medical care.
8. MD shall work with Tooele Supervisory Staff to approve medications and improve medical standards at the detention center.

9. MD to employ, insure, and compensate a physician assistant to cover 50% of sick call visits.

10. MD will advise Tooele of any potential medical hazards in the workplace as are noticed.

Section III Compensation

1. Compensation to MD for services shall be in the sum of \$6120.00 six thousand dollars per month of service Starting on January 1, 2022 and ending December 31st, 2022

2. MD will invoice Tooele monthly for the services rendered.

3. Compensation for the services of Physician assistants and subcontractors shall be the responsibility of MD

Section IV Licensure, Certification & Insurance

1. MD has and will maintain a State of Utah medical licensure.

2. DEA category 2 licensure in the State of Utah.

3. MD employees shall act in accordance with Police Officer Standards Training while in the detention center.

4. MD shall maintain malpractice liability insurance in the amount of \$3,000,000/\$5,000,000 through Utah Medical Insurance Association (UMIA) for outpatient practices.

5. MD agrees to work within the bounds of the Utah State Law and practice medicine that is within the standards of care set forth by National Commission on Correctional Health Care, (NCCHC).

6. Tooele agrees to indemnify all actions of MD while working in the detention center as long as actions are legal and lawful.

Section V Pre-Authorization

1. Tooele shall provide a female chaperone to be present during all female patient encounters.

2. Providers will seek prior approval from Tooele on medical imaging, procedures or consultations that are expected to exceed \$750.00. Provider will explain why the patient requires such care but will not be expected to share medically sensitive information about the patient in accordance with HIPPA law.

3. Only limited GYN care will be provided at the discretion of the provider and all obstetrical cases will be referred to an OB/GYN specialist.

Section VI Procedures

1. This agreement applies to only procedures that are necessary to secure the appropriate level of health care for the patients in a detention center setting.

2. All urgent procedures will be handled on a case by case basis. It is expected that conservative management will be the first line of care.

3. All pharmacy and medical supplies incurred by MD during sick call will be purchased by Tooele.

4. Tooele will provide a workspace and medical hardware, software, electronic medical records that are appropriate for a clinical setting.

Section VII Records

Medical records shall be maintained on an electric charting system. Dictation and handwritten notes where appropriate will be scanned into the electronic chart. All medications will be ordered through the Sapphire EMR. Medication administration and records keeping of this dispensary will be the responsibility of Tooele. Tooele and their staff will be responsible for keeping records safe, secure, and in an orderly fashion and within HIPPA standards.

Section VIII Independent Contractor

1. MD and any assistants will be independent contractors of Tooele and billed through Kennon C. Tubbs MD LLC a 1099 MISC.
2. MD shall be responsible for taxes and workmen's compensation premiums associated with its operation.

Section IX Medications and Training

1. Medications will be ordered from Diamond Pharmacy.
2. Tooele staff will be expected to obtain, stock, secure, dispense, and pay for all medications ordered by MD.
3. Medications will be dispensed, disposed, and secured by Tooele staff. Tooele will obtain a category 2 pharmacy license to keep stock medications onsite for urgent dispensing of medications. Diamond pharmacy will work with Tooele to do quarterly training and checks to ensure the pharmacy is within state guidelines.
4. MD to provide training, instruction, support and a supervisory role of nursing staff on how to appropriately triage, sick call, medical protocols, and health care complaints/ grievances.
5. MD to provide intermittent short training of nursing staff to maintain quality of care. These training sessions will be done on sick call days as concerns arise.
6. MD retains the right to refuse housing to any inmate deemed not suitable for the detention center placement based on medical needs or demands.
7. MD will triage with the aid of nursing staff health care requests via phone on an as needed basis.
8. On site sick calls will be held at the facility one day per week. MD will employ Kennon Tubbs MD for 26 weeks and Joseph Coombs PA for 26 weeks of service.

Section X Non-Inmate Services

1. MD to provide expert testimony and evidence on behalf of Tooele in any medical legal litigation, and covenant not to represent MD as an expert witness for any plaintiff seeking action against Tooele for malpractice.
2. MD shall be reimbursed \$150.00 per hour plus expenses incurred for testimony or expert witness services. These services will only be billed at the discretion of MD.

Section XI Notice

Any notice required or permitted to be given under this agreement shall be deemed property given at the same time it is personally given or mailed properly addressed to the parties below, Tooele County Detention Center

323 North Main Street
Tooele, UT

Kennon C Tubbs MD
13584 Carolina Hills Ct, Draper Utah 84020
(801) 502-3473

Section XII Governing Law

It is agreed that this agreement shall be governed and constructed and enforced with the laws of the State of Utah. Tooele does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it.

Section XIII Employee Staffing

MD will be in charge of staffing, hiring, firing, all employees and subcontractors. Any requests or concerns of Tooele regarding subcontractors or employees shall be directed to Dr. Kennon Tubbs medical director. Kennon Tubbs will act as the Medical Director for the detention center. Physician Assistant Joseph Coombs will act as the secondary provider for the facility.

Section XIV Entire Agreement

This agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this agreement, including any statements and references in attachments that may be in conflict with statements in this agreement.

Dated this day January 1, 2022

Kennon Tubbs MD Kennon Tubbs M.D.

Paul J. Wimmer, Sheriff

James A. Welch James A Welch, County Manager 11/15/21

APPROVED AS TO FORM:

Colin R. Winchester 11/23/2021
Colin R. Winchester
Deputy Tooele County Attorney