

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND TURN
KEY HEALTH CLINICS, LLC**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: Turn Key Health Clinics (Turn Key) is a licensed, insured, and professional agency that provides medical services to detention centers in Montana;

Whereas: Yellowstone County Sheriff's Department and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Department staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled medical provider to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Department is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Department (YCSD) whose address is 217 N 27th Street, Billings, MT 59101, and Turn Key Health Clinics, LLC (Turn Key) whose address is 900 NW 12th St, Oklahoma City, OK 73106.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Turn Key and that Turn Key shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and Turn Key will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2024 through June 30, 2025. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for Turn Key's failure to perform any of its duties under this contract after giving Turn Key written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Turn Key. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse Turn Key from pre-approved grant funds for up to the following amounts based on availability of funds:

HEART funds beginning July 1, 2024 – June 30, 2025:

- MOUD Assessments up to 216 assessments at \$300/assessment or \$64,800
- MOUD Medication Management Appointments: up to 648 appointments @ \$100/appointment = \$64,800
- MOUD medications: \$42,622.88 for suboxone, Subutex, naltrexone, Narcan, or other approved MOUD/MAT medications
- Turn Key must send a representative to the staffing meetings as scheduled by the project director.

Turn Key must submit a monthly invoice and proper reporting documentation to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment by the 5th of each month. These funds will be reimbursed through grant funds pre-allocated and approved by Montana Department of Health and Human Services.

4. Responsibilities of Yellowstone County Sheriff's Department.

Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Turn Key as the pass through between the State of Montana and Turn Key to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to Turn Key in order that Turn Key can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Turn Key is responsible for actual reporting of data of services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Turn Key as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda@stonerockmt.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of Turn Key Health Clinic

Turn Key Health Clinic agrees to participate in the implementation of the grant activities as listed below.

5.1 Turn Key acknowledges that it is familiar with the agreement and that furthermore Turn Key represents that it can perform and deliver the services required under the agreement.

5.2 Turn Key agrees to provide information on outcome measures with Yellowstone County Sheriff's Department for the purposes of coordinating, implementing, and reporting project activities. Turn Key agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 5th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed

by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 Turn Key acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Alternatives, Inc., YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Turn Key agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Turn Key and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, Turn Key must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, Turn Key must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of Turn Key and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Turn Key must provide occurrence coverage professional liability insurance with combined single limits of \$1,500,000.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Turn Key must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Turn Key may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, Turn Key shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization’s authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Turn Key’s authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2025 end date of the agreement.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney’s fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties’ reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Turn Key Health Clinic, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Turn Key, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Turn Key's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, Turn Key agrees and represents: Turn Key has the right to perform services for others during the term of this Agreement except as otherwise provided below; Turn Key has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Turn Key shall select the routes taken, starting and ending times, days of work, and order the work is performed; Turn Key has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Turn Key, nor the Turn Key's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the Turn Key, Turn Key's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the Turn Key; and neither the Turn Key nor Turn Key's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which Turn Key performs its services. Turn Key shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and

