

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, hereinafter called the "OCCJA," and Caitlin Bonney MD, LLC, hereinafter called "Contractor," constitutes the entire Agreement between the OCCJA and Contractor. The Board of County Commissioners of Oklahoma County ("BOCC") is also a defendant in the captioned case and may share experts with OCCJA under a joint defense agreement. OCCJA and BOCC are completely separate entities, and one does not pay the bills of the other nor enter into contracts on behalf of one another.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of OCCJA or any other division or department of the OCCJA or Oklahoma County.

Contractor agrees to analyze the record of the incarceration and medical treatment in the Oklahoma County Detention Center regarding Courtenay Doyle, deceased, and advise counsel for the OCCJA. A Rule 26 report, if any, may be used in, *Kelly Montgomery, Mother and Administrator of the Estate of Courtenay Doyle, deceased v. OCCJA, BOCC, USDC, WD Okla., No. CIV-2025-384-SLP*, and testify, as needed as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective July 1, 2026, and shall terminate at the close of June 30, 2027. The parties are not bound to do so but contemplate a new contract may be adopted after the expiration of this Agreement.

ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of the OCCJA or any other employee of the Oklahoma County Government shall receive any share or part of the fees paid under the Agreement, or any benefit that may arise therefrom, and no employee of OCCJA or officer, official or employee of the BOCC shall serve as an employee of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

Contractor will provide the following services at the rate schedule attached as Exhibit "1" and not to exceed \$75,000.00 including incidental expenses in the following phased progression:

Phase 1 – Review of all medical records, autopsy report, toxicity report, jail documents, and other materials, including video and photos, provided by the OCCJA, as well as any other documents or records Dr. Caitlin Bonney deems necessary, regarding the fentanyl overdose of Courtenay Doyle at the Oklahoma County Detention Center on April 21, 2023.

Phase 2 – Confer with counsel regarding the initial findings and draft a Fed. R. Civ. P. 26 Report stating all findings and opinions and the basis for those opinions to a reasonable degree of medical certainty.

Phase 3 – Make herself available at her convenience for deposition at or near her office or other place of her choice regarding her written opinion and preparation to write same.

Payment for services rendered will be made only upon receipt of documented billing claims. These billing claims shall be submitted, as required, but no more often than monthly in the format and in accordance with procedures prescribed by the OCCJA.

Billing Errors: In the event billing claims are subsequently disallowed by the OCCJA pursuant to the Agreement, the Contractor shall repay the OCCJA on demand, the amount of any such disallowed claim(s) or at the discretion of the OCCJA may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the OCCJA's right thereafter to establish the appropriateness of any billing under this Agreement.

ARTICLE V SPECIAL PROVISIONS

There are no special provisions.

ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The OCCJA and the Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders there under and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

ARTICLE VIII LIABILITY

Contractor shall perform his work under this Agreement as an independent contractor and agrees that the OCCJA is to be free from all liabilities and damages resulting from his performance hereunder.

Contractor agrees not to hold OCCJA liable for any personal loss of property or personal injury or death, which may result from his/her rendering of any services by Contractor pursuant to this Agreement.

ARTICLE IX COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the OCCJA.

Contractor understands they are responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed by Contractor to fulfill obligations of this contract.

ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

ARTICLE XIII CANCELLATION TERMINATION

Either party may terminate this Agreement at any time for any reason.

ARTICLE XIV MODIFICATION

Contractor is not authorized to change any provision of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the OCCJA and Contractor.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

For the faithful performance of the terms of this Agreement the parties hereto in their capacities as stated affix their signatures.

APPROVED this _____ day of _____, 2026.

Contractor

Oklahoma County Criminal Justice Authority



Caitlin Bonney MD, LLC



Chairman