

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, hereinafter called the "OCCJA," and Elite Medical Experts, LLC, an Arizona Limited Liability Company, 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 medical treatment in the Oklahoma County Detention Center regarding Luis Alberto Gonzalez, deceased, and advise counsel for the OCCJA. A FRCP Rule 26 report, if any, may be used in *Estate of Gonzalez v OCCJA, BOCC, and Turn Key Health Clinics, LLC*, USDC, WD Okla., No. CIV-2025-0742-PRW, and testify, as needed as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective June 8, 2026, and shall terminate at the close of June 30, 2028. 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:

Review the medical records to be provided by OCCJA;
Suggest other records that might be helpful, if any;
Confer with counsel regarding initial findings;
If needed, draft a FRCP Rule 26 report stating all findings and opinions and the basis for those opinions to a reasonable degree of medical certainty;
Prepare for and attend a deposition, if needed, regarding the contents of the Rule 26 report, at a time and place convenient or selected by the author of the Rule 26 report.

This rough estimate is based on the following information provided by Attorney in discussion with Contractor, and other reasonable business assumptions:

1. Invoices will reflect time worked and expenses according to services performed as the case proceeds;
2. The case is in Federal Court in the Western District of Oklahoma;
3. Medical and mental health treatment began on or about December 11, 2022 at a hospital and continued at the jail until death on December 22, 2022;
4. Defense expert designation and Rule 26 report completed October 15, 2026 (this should be treated as a hard court imposed deadline);
5. If court testimony becomes necessary it will be through a trial deposition taken at the time and place of the Rule 26 report author's choosing.

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



Elite Medical Experts, LLC,

Chairman

2026 Fee Schedule: Endocrinology Experts

• Initial Telephone Consultation with Expert ¹	Complimentary
• Expert's Preliminary Case Review ²	\$4200 flat fee
• Expert's Base Rate ³	\$750 per hour
• Deposition: Including Video Preservation ⁴	\$850 per hour
• Courtroom Testimony: In-Person or Real-Time Video ⁵	\$7500 per day
• Travel Time and Expenses ⁶	Variable

¹ The intent of the call, if undertaken, is to provide an introduction. The call should not cover case-specific questions or opinions. Typical calls last less than 10 minutes.

² The flat fee covers Elite's service of identifying, screening, and presenting expert candidate(s) for each specific search. It also includes the first 3 hours of the approved expert's time devoted to review, consultation, and/or related tasks. All terms are pursuant to the Referral Services Agreement (RSA).

³ The base rate applies to all tasks other than testimony and is billed in 15-minute increments. Cancellation fees apply only to scheduled in-person or virtual IMEs, or meetings requiring exclusive calendar blocking and preparation. For covered cancellations made with less than two full business days' notice, a fee equal to two (2) hours or the scheduled duration of the appearance will apply. All terms are specified in the Referral Services Agreement (RSA).

⁴ Time is billed in 15-minute increments. A 3-hour minimum retainer is due at least 30 days in advance of the scheduled date. For cancelled or rescheduled engagements with 10 or fewer days' notice a 2-hour fee will apply.

⁵ The flat fee covers any partial or full day in court. A cancellation fee of fifty percent (50%) applies when trial is canceled or rescheduled with 10 or fewer days' notice. A cancellation fee of seventy-five percent (75%) applies when trial is canceled or rescheduled with less than two full business days' notice. If travel or trial has commenced, the trial fee for all scheduled days is owed and is non-refundable.

⁶ Terms for travel time and expense reimbursement are specified in the RSA.