

Authority Request No. 151

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 4/2/2025 Department: Benefits and Retirement

State the nature of the legal request: Please review the attached Provider Services Agreement between Health Check Screening, LLC. and Oklahoma County to be effective July 1, 2025, as to form and legality.

RECEIVED

APR 02 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jan Wilkerson
Signature

Reply of District Attorney's Office: _____

Revised

Date of Reply: 4/3/25

Deu E. [Signature]
Assistant District Attorney

PROVIDER SERVICES AGREEMENT

THIS PROVIDER SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 1, 2025 (“Effective Date”) by and between the County of Oklahoma County and Health Check Screening, LLC, an Oklahoma Limited Liability Company (“Provider”).

WITNESSETH:

WHEREAS, Oklahoma County offers the Oklahoma County Health Benefit plan, providing health care benefits and coverage (collectively, the “Employer or Employer’s Plan”), to their employees, retirees and their eligible dependents of the Plan (“Participants”); and,

WHEREAS, Provider is an organization that provides certain Covered Services and desires to provide such services to Participants at negotiated rates as set forth herein; and,

WHEREAS, Oklahoma County desires that Provider provide certain Covered Services to Participants;

NOW THEREFORE, the parties hereto, in consideration of the terms and conditions set forth herein, agree as follows:

1. **Definitions.** For purposes of this Agreement, the following definitions shall apply:

(a) “Covered Services” means a Reasonable, Medically Necessary service, wellness or preventive service, treatment or supply, meant to diagnose or improve a condition, or participant’s health, which is eligible for coverage in the “Plan”. Covered Services will be determined based upon all other “Plan” provisions.

(b) “Participants” means any person or eligible dependent thereof, at the time of the service, entitled to receive Covered Services pursuant to the “Plan.”

(c) “Plan” means Oklahoma County’s self-funded health plan that specifies the Covered Services that Provider shall provide as a benefit to Participants and the terms and conditions applicable to the provision of such services.

2. **TERM.** (a) The initial term of this Agreement shall commence on the Effective Date and continue until June 30, 2026, subject to the provisions contained herein. Thereafter, this agreement may be renewed by mutual consent of the parties in writing with 60 days prior notice to renew for successive one (1) year terms (each an “Extended Term”).

(b) Each party can terminate this agreement for any reason by providing a 60-day notice of termination.

(c) In addition to the foregoing, Oklahoma County may immediately terminate Provider in the event that Oklahoma County reasonably determines that continued participation by such Provider may adversely affect the health or welfare of Participants.

(d) Termination shall not release Provider of its obligation to complete treatment of Participants then receiving treatment.

3. **SERVICE.** Subject to the terms and conditions set forth herein, including, without limitation, Sections 4 and 5 herein, Provider agrees to render to Participants Covered Services within their scope of care. In providing services, Provider shall adhere to all the “Plan” terms, conditions and policies, including, but not limited to terms relating to data compilation and reporting requirements, credentialing criteria and requirements, coordination of benefits rules and utilization processes. Provider shall maintain appropriate licensure, privileging, or accreditation as applicable. Evidence of such compliance shall be submitted to Oklahoma County upon request.

4. **COMPENSATION / BILLING.** (a) The "Plan" shall pay Provider in accordance with the rates provided in Exhibit A for Covered Services provided to Participants. Provider will submit all claims for Covered Services on the agreed upon invoice or other agreed upon format. Such claims must be submitted within ninety (90) days after the date of service provided to a Participant. Claims are subject to review for inappropriate billing practices (e.g. unbundling, upcoding) and appropriateness of treatment. The Participant's medical record must substantiate the services provided. Claims shall include, at a minimum, the following to be considered clean and complete: (i) Provider name; (ii) Provider tax identification number; (iii) identifying patient information; (iv) diagnosis; (v) date of service; and (vi) other information as required by the "Plan".

(b) The "Plan" will pay Provider for all undisputed bills within Thirty (30) days of receipt unless Oklahoma County provides Provider with notification of a basis for non-payment.

5. **QUALITY ASSURANCE.** (a) The "Plan" may implement a program of utilization, quality assurance, and peer review based upon standards established by Federal and State law, the purpose of which is to promote adherence to accepted medical treatment standards. Provider agrees to participate in, cooperate with, and comply with the decisions, rules and regulations established by the "Plan's" utilization management program, including but not limited to, precertification of elective admissions and procedures, referral processes, and reporting of clinical encounter data.

6. **MEDICAL RECORDS.** Medical records information for Participants will be maintained and made available to the Plan's third-party administrator for the purposes of assessing quality of care, medical necessity and the time of each initial visit for a course of treatment, and to release such records to the "Plan." Provider agrees to make such records available to applicable State and Federal authorities and their agents involved in assessing the quality of care or investigating member grievances or complaints; and to comply with applicable State and Federal laws related to privacy and confidentiality of medical records.

7. **INDEPENDENT CONTRACTOR.** In the performance of the work, duties, and obligations of the parties pursuant to this Agreement, each party shall at all times act as independent contractor. No relationship of employer/employee, principal/agent, partnership, or joint venture is created by this Agreement.

8. **IDEMNIFICATION.** Health Check Screening, LLC agrees to indemnify, defend and hold harmless Oklahoma County from any claim, loss, damage, cost, charge or expense arising out of any negligent act, omission or failure to act by Health Check Screening, LLC, or claims by third parties for any and all violations pursuant to HIPAA 45 C.F.R Parts 160,162 & 164 and/or any State counterpart to HIPAA, including, but not limited to, death, caused by the negligence or willful misconduct of Health Check Screening, LLC. Nothing herein is intended to or shall be construed to waive any rights Oklahoma County may have under the laws of Oklahoma.

9. **ASSIGNMENT.** The parties shall not assign nor transfer their respective rights or obligations under this Agreement except with the other party's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

10. **THIRD PARTY RIGHTS.** Provider and Oklahoma County reserve the right to amend or terminate this Agreement, pursuant to paragraph 2, without notice to, or consent of, any Participants. This Agreement is not a third-party member contract and shall not in any respect whatsoever create any rights on behalf of any Participants, except as provided in Section 4(c) above.

11. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, together with all attachments that are attached hereto and made a part hereof, constitutes the entire understanding of the parties to this Agreement. This Agreement may not be amended except by a written agreement executed by both parties.

12. **SEVERABILITY**. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

13. **GOVERNING LAW**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

14. **WAIVER**. The waiver by any party of any breach by the other of any of the provisions or a waiver of any subsequent breach of the same or of a different provision of this Agreement shall not be construed as a waiver of breach.

15. **CONFIDENTIALITY**. The "Plan" and Provider shall comply with all relevant State and Federal laws regarding the privacy and confidentiality of the Participants' medical records, this agreement, or any other proprietary information. The "Plan" shall have the right to share information concerning Provider with the medical director, credentials committee or consulting physician advisors when there are questions regarding quality of care, billing practices or credential review of Provider.

16. **NON-DISCRIMINATION**. Provider will not discriminate against any member on the basis of participation in a managed care plan, source of payment, age, sex, race, color, religion, origin, health status, handicap or otherwise in providing health services under this agreement.

17. **NOTICE**. All notices under this Agreement will be in writing and mailed by certified mail with receipt to the following addresses:

For Oklahoma County:

Oklahoma County
Attn: Benefits Director
320 Robert S. Kerr Ave. Room #220
Oklahoma City, OK 73102

For Health Check Screening, LLC:

Alex McDonald
Health Check Screening, LLC
3209 NW Expressway
Oklahoma City, OK 73112

NON-IDENTIFIED PROCEDURES

In the event a procedure is performed by the provider that is not listed on Exhibit A, the charges will be subject to negotiation between Health Check Screening, LLC and Oklahoma County.

ADDITIONAL SERVICES

Exhibit A may be amended from time to time to include additional services to be provided and the charges therefor by mutual written consent of the parties or by separate agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date set forth below.

HEALTH CHECK SCREENING, LLC

By: _____
Alex McDonald, President
_____, 2025

Approved on the 17 day of April, 2025 by

OKLAHOMA COUNTY BUDGET BOARD

[Signature]

Chairman to the Board

Forest "Butch" Foreman

Vice-Chairman to the Board

ATTEST:

Marissa Ineart 

Secretary to the Board

Approved on _____, 2025.

By Board of County Commissioners

Chairman

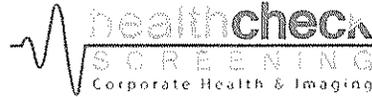
Vice-Chairman

Member

ATTEST:

County Clerk

Exhibit A



Pricing below includes all pre-op, post-op, radiology, facility, supplies and office fees.

CPT Code	Description	Fee
IMAGING		
CT - All Locations		
70450	CT Head w/o contrast	299
70460	CT Head w/contrast	349
70470	CT Head w/w/o contrast	399
70480	CT Orbits w/o contrast	299
70481	CT Orbit /IAC w/contrast	349
70482	CT Orbit /IAC w/w/o contrast	399
70486	CT Sinus and Head w/o contrast	299
70487	CT Max/Facial w/contrast	349
70488	Ct maxillofacial w/o & w/dye	399
70490	CT Soft Tissue Neck w/o contrast	299
70491	CT Neck w/contrast	349
70492	CT Neck w/w/o contrast	399
70496	Ct angiography head	399
70498	Ct angiography neck	399
71250	CT Chest w/o contrast	299
71260	CT Chest w/contrast	349
71270	CT Chest w/w/o contrast	399
71275	Ct angiography chest	399
72125	CT C Spine w/o contrast	299
72126	CT C Spine w/contrast	349
72127	Ct neck spine w/o & w/dye	399
72128	CT T Spine w/o contrast	299
72129	CT T Spine w/contrast	349
72130	Ct chest spine w/o & w/dye	399
72131	CT L Spine w/o contrast	299
72132	CT L Spine w/contrast	349
72133	Ct lumbar spine w/o & w/dye	399
72191	Ct angiograph pelv w/o&w/dye	399
72192	CT Pelvis w/o contrast	299
72193	CT Pelvis w/contrast	349
72194	CT Pelvis w/w/o contrast	399
73200	CT Upper Extremity	299
73201	CT Upper Extremity w/contrast	349
73202	CT Upper Extremity w/w/o contrast	399
73700	CT Lower Extremity	299
73701	CT Lower Extremity w/contrast	349
73702	CT Lower Extremity w/w/o contrast	399
74150	CT Abdomen w/o contrast	399
74160	CT Abdomen w/contrast	449
74170	CT Abdomen w/ w/o contrast	499
74174	Ct angio abd&peiv w/o&w/dye	499
74175	Ct angio abdom w/o & w/dye	499
74176	CT Abdomen and Pelvis w/o contrast	399
74177	CT Abdomen and Pelvis w/contrast	449
74178	CT Abdomen and Pelvis w/w/o contrast	499
74261	Virtual Colonoscopy Diagnostic	1190
75571	Ct hrt w/o dye w/ca test	199

CPT Code	Description	Fee
MRI - All Locations		
70544	MRA Brain w/o contrast	749
70547	MRA Neck w/o contrast	749
70336	MRI TMJ	599
70540	MRI Orbit Face/Neck w/o contrast	599
70542	Mri orbit/face/neck w/dye	649
70543	MRI Orbit Face/Neck w/w/o contrast	749
70551	MRI Brain w/o contrast	599
70552	Mri brain w/dye	649
70553	MRI Brain w/w/o contrast	749
71550	MRI Chest w/o contrast	599
71552	MRI Chest w/w/o contrast	749
72141	MRI C-spine w/o contrast	599
72142	Mri neck spine w/dye	649
72146	MRI Tspine w/o contrast	599
72147	Mri chest spine w/dye	649
72148	MRI L-spine w/o contrast	599
72149	Mri lumbar spine w/dye	649
72156	MRI C-Spine w/w/o contrast	749
72157	MRI T-Spine w/w/o contrast	749
72158	MRI L-Spine w/w/o contrast	749
72195	MRI Pelvis w/o contrast	599
72196	Mri pelvis w/dye	649
72197	MRI Pelvis w/w/o contrast	749
73218	MRI Upper Extremity w/o contrast	599
73219	Mri upper extremity w/dye	649
73220	MRI Upper Extremity w/w/o contrast	749
73221	MRI Upper Extremity joint w/o contrast	599
73222	MRI Upper Extremity joint w/contrast	649
73223	MRI Upper Extremity joint w/w/o contrast	749
73718	MRI Lower Extremity w/o contrast	599
73719	Mri lower extremity w/dye	649
73720	MRI Lower Extremity w/w/o contrast	749
73721	MRI Lower Extremity joint w/o contrast	599
73722	MRI Lower Extremity joint w/contrast	649
73723	MRI Lower Extremity joint w/w/o contrast	749
74181	Mri abdomen w/o dye	599
74183	MRI Abdomen w/w/o contrast	749
73222/23350	MRI Shoulder Arthrogram w/contrast	1025
73222/24220	MRI Elbow Arthrogram w/contrast	1025
73222/25246	MRI Wrist Arthrogram w/contrast	1025
73722/27093	MRI Hip Arthrogram w/contrast	925
73722/27369	MRI Knee Arthrogram w/contrast	925
73722/27648	MRI Ankle Arthrogram w/contrast	925

CPT Code	Description	Fee
Ultrasound - All Locations		
51798	Us urine capacity measure	299
76536	Thyroid US	165
76700	Abdomen Complete US	165
76705	Abdomen Limited US	145
76770	Aorta/Renal Complete US	165
76775	Aorta/Renal Limited US	145
76830	Transvaginal US non-OB	165
76856	Pelvic US Complete non-OB	165
76857	Pelvic US Limited/follow up	165
76870	Genitalia/Scrotal US	165
76881	Soft Tissue Extremity or Axillary Complete	165
76882	Soft tissue extremity or axillary limited	145
93306	Echocardiogram	349
93308	TTE f-up or imtd	299
93880	Carotid US	299
93925	Arterial Extremity Bilateral	299
93926	Arterial Extremity Unilateral	299
93970	Venous Doppler Extremity Bilateral	299
93971	Venous Doppler Extremity Unilateral	299
93975	Abdomen Pelvis Doppler US	299
93976	Abdomen Pelvis Doppler US Limited	299

CPT Code	Description	Fee
X-Ray - All Locations		
70110	Mandible Complete	45
70120	X-ray exam of mastoids	35
70130	X-ray exam of mastoids	35
70134	X-ray exam of middle ear	35
70140	Facial Bones; less than 3 views	45
70200	Orbits Complete 4 views minimum	75
70210	Sinus ; less than 3 views	45
70220	Sinus ; complete	75
70250	Skull ; less than 4 views	75
70360	Neck ; soft tissue	45
71045	Radiologic examination, chest: single view	35
71046	Radiologic examination, chest; 2 views	45
71047	Radiologic examination, chest; 3 views	45
71048	Radiologic examination, chest: 4 or more views	75
71100	Ribs , Unilateral, 2 views	45
71101	X-ray exam of ribs/chest	45
71110	Ribs bilateral 3 views	75
71111	X-ray exam of ribs/chest	45
71120	Sternum : 2 views	45
71130	Sternoclavicular joints	45
72020	X-ray exam of spine	45
72040	Cervical Spine 2/3 views	75
72050	X-ray exam of neck spine	45
72052	Cervical Spine Complete	75
72070	Thoracic Spine 2 views	45
72072	X-ray exam of thoracic spine	45
72074	Thoracic Spine 4 views	75
72080	X-ray exam of trunk spine	45
72081	X-ray exam entire spi 1 vw	45
72082	X-ray exam entire spi 2/3 vw	75
72083	X-ray exam entire spi 4/5 vw	75
72084	X-ray exam entire spi 6/> vw	75
72100	Lumbar Spine 2/3 views	45
72110	Lumbar Spine 5 views Complete	75
72114	Lumbar Spine Complete W/ bending	75
72120	X-ray exam of lower spine	45
72170	X-ray exam of pelvis	45
72190	X-ray exam of pelvis	45
72200	X-ray exam sacroiliac joints	45
72202	Radiologic Exam, Sacroiliac Joints: 3+ Views	75
72220	X-ray exam of tailbone	45

CPT Code	Description	Fee
X-Ray - All Locations		
73000	Clavicle	45
73010	Radiologic Exam: Scapula, Complete	45
73020	X-ray exam of shoulder	35
73030	Shoulder, 2 Views	35
73050	Shoulder ; AC joints	45
73060	Humerus ; 2 views	45
73070	X-ray exam of elbow	35
73080	Elbow ; 3 views	45
73090	Forearm : 2 views	45
73092	X-ray exam of arm infant	45
73100	X-ray exam of wrist	35
73110	Wrist; Complete	45
73120	X-ray exam of hand	35
73130	Hand ; 3 views	45
73140	Fingers ; 2 views	45
73501	X-ray exam hip uni 1 view	35
73502	X-ray exam hip uni 2-3 views	45
73503	X-ray exam hip uni 4/> views	75
73510	Hip ; 2 views	45
73520	Hips : bilateral w/ AP pelvis	75
73521	X-ray exam hips bi 2 views	45
73522	X-ray exam hips bi 3-4 views	75
73523	X-ray exam hips bi 5/> views	75
73550	Femur ; 2 views	45
73551	X-ray exam of femur 1	35
73552	X-ray exam of femur 2/>	45
73560	X-ray exam of knee 1 or 2	35
73562	Knee ; 3 views	45
73564	X-ray exam knee 4 or more	75
73565	Bilateral Standing knees	75
73590	Tibia/Fibula; 2 views	45
73592	X-ray exam of leg infant	45
73600	X-ray exam of ankle	35
73610	Ankle ; 3 views	75
73620	Foot ; 2views	45
73630	Foot Complete	75
73650	Calcaneus; 2 views	45
73660	Toes; 2 views	45
74018	Abdomen: single view	45
74019	Abdomen, 2 views	45
74021	Abdomen; 3 or more views	45
74022	X-ray exam series abdomen	75
77071	X-ray stress view	35
77072	X-rays for bone age	35
77073	X-rays bone length studies	35
77074	X-rays bone survey limited	35
77075	X-rays bone survey complete	35
77076	X-rays bone survey infant	45
77077	Joint survey single view	35

CPT Code	Description	Fee
Cardiology - Oklahoma City Location Only		
99204	New Patient Evaluation	250
99214	Follow Up Evaluation	150
93351	Transthoracic Stress Echo, complete w continuous EKG	750
93922	Limited bilateral noninvasive physiologic studies of upper or lower extremity arteries	200
93923	Complete bilateral noninvasive physiologic studies of upper or lower extremity arteries, 3 or more	250
93924	Noninvasive physiologic studies of lower extremity arteries, complete bilateral study	375
93000	Electro cardiogram, routine ECG with at least 12 leads; with interpretation and report	100
96374	Injection (specify substance or drug); intravenous push, single or initial substance/drug	50
93224	Holter Monitor	175
93247	External electrocardiographic recording for more than 7 days up to 15 days by continuous rhythm recording and storage, Scanning analysis with report	500
93352	Use of echocardiographic contrast agent during stress echocardiography	50

Physical Therapy - OKC and Plano Locations		
97110	Therapeutic Proc, 1+ Areas: Therapeutic Exercises (per visit bundled rate)	80
Pain Management - Oklahoma City Location Only		
99204	New patient evaluation	250
99214	Follow Up Evaluation	150
Sacroiliac Joint Injection		
27096	Sacroiliac Injection	900
Epidural Steriod Injection		
62321-72275	Cervical Epidural	1000
62323-72275	Lumbar Epidural Steriod	800
64479	Cervical Transforaminal Injection	750
64480	Cervical Transforaminal Injection - Each additional level	150
64483	Lumbar Transforaminal Injection	750
64484	Lumbar Transforaminal Injection - Each additional level	150
Facet Joints		
64490	Cervical Joint/Medial Branch Block	600
64491	Cervical Joint/Medial Branch Block-2nd Level	150
64492	Cervical Joint/Medial Branch Block-3rd Level	150
64493	Lumbar Joint/Medial Branch Block	500
64494	Lumbar Joint/Medial Branch Block-2rd Level	150
64495	Lumbar Joint/Medial Branch Block-3rd Level	150
Soft Tissue Injection/Aspiration		
20550	Tendon Sheath or ligament (trigger finger, De Quervain's, planter fascia)	495
20551	Tendon Origin or Insertion	495
20552	Trigger Point - 1 or 2 muscles	495
20553	Trigger Point - 3 or more muscles	495
20526	Carpal Tunnel	495
20612	Ganglion Cyst aspiration	495
Joints and Bursa		
20611	Joint injection Major w/US guidance (knee,hip,shoulder,trochanteric,subacromial, pes anserine)	495
20610	Joint injection Major w/Flouro (knee,hip,shoulder,trochanteric,subacromial, pes anserine)	525
20606	Joint injection Intermediate w/US guidance (TMJ,acromioclavicular,wrist, elbow,ankle,olecranon)	495
20605	Joint injection Intermediate w/Flouro (TMJ,acromioclavicular,wrist, elbow,ankle,olecranon)	525
20604	Joint injection Minor w/US guidance (digits)	495
20600	Joint injection Minor w/Flouro (digits)	525
Arthrography		
23350	Injection Proc. Shoulder Arthrography/Enhanced CT/MRI	376
24220	Injection Procedure, Elbow Arthrography	376
25246	Injection Procedure,Wrist Arthrography	376
27093	Injection Procedure,Hip Arthrography	276
27370	Injection Procedure,Knee Arthrography	276
27648	Injection Procedure,Ankle Arthrography	276
Myelography		
72240	Myelography, Cervical, Radiological S&I	250
72255	Myelography, Thoracic, Radiological S&I	250
72265	Myelography, Lumbosacral, Radiological S&I	250
62284	Injection Procedure Myelography/CT Spinal	300