

County Request No. 54

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: 02/03/2025 Department: JJC

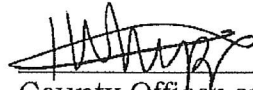
State the nature of the legal request: _____

Please review as to form and legality, the Services Agreement between BOCC on behalf of the OCJB and Sooner Mobile X-Ray, Inc for the purposes of providing mobile X-Ray services. Requisition #12504926 has been issued. Requested by Hannah Whipp, Juvenile Bureau Director.

RECEIVED

FEB 06 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**



County Officer or Department Director

Reply of District Attorney's Office: _____

*OK as approved
corrected*

Date of Reply: 2/7/2025

Le Ebo En
Assistant District Attorney



SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 3rd of February 2025 by and between SOONER MOBILE X-RAY, INC., (hereinafter referred to as "SOONER MOBILE X-RAY" and OKLAHOMA COUNTY JUVENILE BUREAU, located at 5905 N. Classen Ct., Oklahoma City, OK 73118 (hereinafter referred to as "FACILITY").

WHEREAS, SOONER MOBILE X-RAY is in the business of providing portable diagnostic imaging services ("services") to individuals who are patients or clients of FACILITY WHEREAS, FACILITY desires to utilize the services of SOONER MOBILE X-RAY upon the terms and conditions hereinafter set forth. NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants contained in the following, the sufficiency of which is agreed to and acknowledged between SOONER MOBILE X-RAY and FACILITY as follows:

1. Term

The term of this agreement shall be for a term of one year, to be renewed for successive one-year terms each fiscal year until terminated. Either party may terminate this agreement at any time, by giving thirty (30) days written notice in advance to the other party, provided that, if terminated pursuant to this section, the parties shall not enter into any agreement with each other for the provision of services on substantially similar terms to those contained herein to be provided within a period of one (1) year from termination date. FACILITY agrees to utilize SOONER MOBILE X-RAY portable imaging services while this agreement is in effect, except in areas where patient choice is made to the contrary or whereby the needs of the FACILITY cannot be met by SOONER MOBILE X-RAY.

- 1.1. Bankruptcy. Either party may immediately terminate this agreement upon the filing by the other of a petition in voluntary bankruptcy or an assignment for the benefit of creditors or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law, for the benefit of the insolvent party, except for the filing of a petition in involuntary bankruptcy against either party which is dismissed within thirty (30) days thereafter. Either party must provide immediate notice to the other party of any bankruptcy proceeding, or proceeding to liquidate, wind up, reorganize or seek protection under any bankruptcy or insolvency laws or seeking appointment of a receiver or trustee.
- 1.2. Action Against License and Certification. SOONER MOBILE X-RAY and FACILITY shall provide the other party with immediate written notice of any proposal to suspend, revoke, or terminate said Party's license, Medicaid certification, or Medicare certification. In the event that either party's license or a certification is suspended, revoked, or terminated, said party shall provide immediate written notice to the other party of such action and this agreement shall terminate upon receipt of said notice.
- 1.3. Failure to Have Insurance. Either party may immediately terminate this agreement if the other fails to have insurance as required under this agreement. Either party must give immediate written notice of such cancellation or failure of insurance.
- 1.4. Threats to Safety, Health, Misconduct, Privacy or Security. Either party may



immediately terminate this agreement if a party materially fails to perform its duties under this agreement and the other party determines in its full discretion that such failure threatens the health, safety or welfare of any patient or privacy or security of patient confidential information; or if a party commits an act of misconduct, fraud, dishonesty, misrepresentation, or moral turpitude involving the other party or a mutual patient of the parties. Either party must provide immediate notice of any of the foregoing incidents.

- 1.5 Effects of Termination. Upon termination of this agreement by either party, neither party shall have any further obligations hereunder except for
- (a) obligations accruing prior to the date of termination, and
 - (b) obligations, promises, or covenants set forth herein or in those collateral agreements of even date herewith that are expressly made to extend beyond the term of this agreement, including, without limitation, sections which shall survive the expiration or termination of this agreement.

2. Cure Clause

In the event that FACILITY identifies any issues or concerns related to the services provided by Sooner Mobile X-Ray, FACILITY must notify Sooner Mobile X-Ray in writing. Upon receipt of such notification, Sooner Mobile X-Ray shall have a period of sixty (60) days to investigate and remedy the identified issue. If the issue is not resolved to the FACILITY's satisfaction within the sixty (60) day period, FACILITY may terminate this Agreement by providing written notice of termination. However, if Sooner Mobile X-Ray successfully remedies the issue within the specified period, FACILITY agrees to continue to honor the terms of this Agreement without any modifications. This Cure Clause is intended to foster collaboration and allow Sooner Mobile X-Ray the opportunity to address and rectify any concerns raised by FACILITY before any termination of the Agreement occurs.

3. Services

SOONER MOBILE X-RAY, using its own equipment and qualified staff, will provide portable imaging services to FACILITY. Unless specifically ordered to do otherwise by FACILITY in writing on the requisition, SOONER MOBILE X-RAY will arrange for the images to be read by a Board Certified, licensed Radiologist who will convey the results directly to FACILITY, and who has been background checked as provided for below.

3. Services Availability

SOONER MOBILE X-RAY shall provide on-call portable diagnostic x-ray services 365 days per year. Ultrasound services will be scheduled ahead of time, Monday through Friday. Facility location will determine the schedule.

4. Billing

Please see ATTACHMENT A for pricing.
SOONER MOBILE X-RAY will bill for all Medicare, Medicaid, VA, HMOs, and Commercial Insurance. FACILITY will provide SOONER MOBILE X-RAY all pertinent information with regard to billing information (i.e., name and address of responsible party,



Medicare and Medicaid numbers, insurance company name and policy number) when appropriate and necessary to enable SOONER MOBILE X-RAY to submit completed invoices and claims as well as a physician's order for the exam (s) being performed. FACILITY will be responsible for any charges the patient's insurance does not cover. It will be the responsibility of FACILITY to pay SOONER MOBILE X-RAY within thirty (30) days from the date of the invoice.

5. Compliance with Laws

If the pricing arrangement set forth in this Agreement is disapproved by the Department of Health and Human Services Office of Inspector General, then the pricing arrangement contemplated by this Agreement shall cease. If the OIG issues a relevant Advisory Opinion suggesting this Agreement would be disapproved, the Parties shall negotiate in good faith to revise the pricing arrangement set forth in this Agreement. The Supplier or the FACILITY may notify the other party of the terms of the Advisory Opinion, and then the parties shall attempt to revise such pricing arrangement, consistent with the terms of such Advisory Opinion. If the Parties cannot agree on revised pricing, either Party may terminate after thirty days of good faith negotiations.

6. Technologists & Sonographers

SOONER MOBILE X-RAY hereby certifies that the radiologic technologists and sonographers employed by SOONER MOBILE X-RAY are registered or registry eligible in accordance with all applicable federal, state, and local laws. SOONER MOBILE X-RAY warrants and represents has met the requirements for coverage of services under the Health Insurance for the Aged Program (Title XVIII of the Social Security Act). All services shall be furnished hereunder without regard to race, sex, creed, nationality, medical condition, age, or qualified disability.

7. Books and Records

In the event that the services rendered hereunder have a 12-month cost or value of \$10,000 or more, the Secretary of the Department of Health and Human Services and the Comptroller General, pursuant to the provisions of Section 952 of the Omnibus Reconciliation Act of 1980, as amended, shall have access, upon request, to the books, documentations and records of SOONER MOBILE X-RAY and FACILITY as necessary to verify the value and extent of the costs of services furnished under this Agreement.

8. Insurance

SOONER MOBILE X-RAY agrees that it shall carry and provide to FACILITY proof of general liability and professional liability insurance for coverage of not less than One Million and No/100 dollars (\$1,000,000.00) per occurrence/Three million (\$3,000,000) in aggregate.

9. Indemnifying Party

To the extent allowed by law, each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party, its officers, directors, shareholders, agents and employees



(collectively, the "Indemnified Party"), against all liability, claims, damages, suits, demands, expenses and costs (including, but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the indemnifying party's breach of this agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this agreement.

10. Profit Loss

Neither party shall be liable to the other for loss of profits or revenues, or any other indirect, special, consequential, punitive, or exemplary damages recoverable as a direct or indirect result of this agreement even if a party or its employees have been advised of the possibility of such damages.

11. Confidentiality

Each party will maintain confidentiality of all patient records and disclose information and data in records only to persons or entities authorized by law or by written consent of patient or patient's representative.

12. HIPAA

Each Party acknowledges that it is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time, including 45 C.F.R. Parts 160, 162 and 164 and the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations, as amended from time to time ("HIPAA"). Neither Party is acting nor intends to act as the Business Associate of the other. Each Party shall comply, and shall require that their respective agents, employees, and contractors shall comply with HIPAA. In the event that either Party is determined by legal authorities to be acting as the HIPAA Business Associate of the other, a HIPAA Business Associate Agreement will be executed promptly.

13. Notice

Any notice required to be delivered under any provisions of this Agreement shall be considered delivered (5) five days after deposit in the United States by *registered* or *certified* mail, return receipt requested, or delivered by overnight delivery by a nationally recognized overnight delivery service, or hand-delivered to:

FACILITY:

Oklahoma County Juvenile Bureau
5905 N. Classen Ct.
Oklahoma City, OK 73118

SOONER MOBILE X-RAY:

Sooner Mobile X-Ray, Inc.
P.O. Box 188
Duncan, OK 73534

14. Incident Reporting

A party's discovery of any of the following alleged incidents involving a FACILITY Patient must be reported to the other party without unreasonable delay:



- (a.) mistreatment or neglect;
- (b.) verbal, mental, sexual, or physical abuse;
- (c.) injuries of an unknown source, and/or
- (d.) misappropriation of patient property.

15. Representations and Warranties

Each party hereby represents and warrants as applicable:

- (a.) There are no restrictions, agreements, or understandings whatsoever to which either is a party which would prevent or make unlawful either party's execution or performance of this agreement
- (b.) There are no execution and performance of the agreement shall not constitute a breach of any contract, agreement, or understanding, oral or written, to which either is a party or by which either is bound.
- (c.) There is neither presently pending nor threatened against either party any action, claim or proceeding the outcome of which could revoke or suspend its license and/or approval as a FACILITY.
- (d.) To the best of the knowledge of the party, the party is not currently under investigation for any violation of the various provisions of laws governing Medicare, Medicaid, any federally funded health care benefit program, and/or any private health care benefit program which could lead to exclusion from such programs.
- (e.) Neither party, nor any of its respective officers, directors, shareholders, employees (temporary or regular), volunteers or contracted entities have ever been convicted of:
 - (i) an offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit programs, or any federally funded program;
 - (ii) a criminal offense relating to neglect or abuse of patients in connection with a delivery of a health care item or service;
 - (iii) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service;
 - (iv) obstruction of an investigation or any crime referred to in (a) or (c) above; and/or
 - (v) unlawfully manufacturing, distributing, prescribing, or dispensing of a controlled substance.
- (f.) Each party acknowledges that they are subject to applicable federal and state laws, regulations, and to policies and requirements of various accrediting organizations. Accordingly, FACILITY in the performance of their respective obligations hereunder shall comply with all applicable regulations and laws and comply with the rules of any accrediting or regulatory body, agency, or authority having jurisdiction over the FACILITY, and shall cooperate with any governmental agency, insurance company, litigation, or other complaint, survey or investigation and cooperate in any required quality assessment, utilization management reviews as required. Each party will make available such information and records as may be reasonably requested in writing by the other party or by applicable federal or state governmental agencies to facilitate its compliance, except for records that are confidential and privileged by law.
- (g.) Each party shall comply with all applicable federal, state, and local laws, regulations and



policies with respect to the rendering of services in nursing or convalescent homes and the protection of the rights of patients, including, but not limited to, rights relative to confidentiality, privacy, quality of care, consumer protection, and the like. In the event of any complaint filed by or with respect to a patient in the FACILITY or any investigation initiated by any governmental agency or any litigation commenced against the party, the party shall fully cooperate with the other in an effort to respond to and resolve the same in a timely and effective manner, and shall cooperate fully with any insurance company and/or legal counsel providing protection to each party in connection with investigations. In this connection, both parties agree it and its employees and assigns shall promptly notify the each other of any inquiries, claims and investigations and cooperate fully with the directions of the FACILITY with respect thereto.

- (h.) Each party represents and warrants, for and on behalf of itself, that:
 - (i) all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of the patient's attending physician(s) and shall be made in the best interests of patients;
 - (ii) the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances;
 - (iii) no provision of this agreement is a payment or is intended to constitute a payment as compensation or remuneration in return or as an inducement for referring any individual to a person or entity for the furnishing or arranging for the furnishing of any item or service; or for the purchase, lease, order, or arranging for or recommending the purchase, lease; or ordering of any good, facility, service or item, for which payment may be made in whole or in part under Medicare, Medicaid or any other government health care program that is operated by or financed in whole or in part by any federal, state or local government agency; and
 - (iv) no provision of this agreement represents a payment, compensation or remuneration that would violate any federal, state law, or local regulating health care or the practice of medicine.
- (h.) Neither party, nor any of its respective officers, directors, shareholders or employees (temporary or regular), volunteers or contracted entities have ever been excluded from participation in Medicare, Medicaid, any private health care benefit program or any other federally funded program.
- (i.) Each party will ensure each party's workforce member providing services under this agreement has not been excluded from participation in the Medicare or Medicaid or any other government health care program by screening each workforce member prior to providing services and on an ongoing monthly basis, by checking the following state and federal databases to conduct the searches of the state and federal lists of excluded individuals: <http://www.oig.hhs.gov/fraud/exclusions.asp>. Supplier is responsible for checking fingerprints when required by applicable local law and criminal background history and required health assessments on supplier's staff/contracted staff who have direct patient conduct or access to patient records, and for checking the OIG Exclusion



List on a monthly basis.

- (j) Both parties agree that this agreement does not create an employee / employer / agency / joint venture relationship between the parties, or any other relationship than that of an independent contractor. With respect to all work, duties, and obligations hereunder, it is mutually understood that all staff or personnel provided by either party hereunder are performing services as independent contractors, and are not employees, agents, borrowed servants, joint venturers or partners of or with the other party. Each party and its employees shall be solely responsible for the payment of taxes, assessments, interest, and penalties of whatever kind assessed by any governmental agency or entity which pertain to monies earned by, collected by, paid to, or charged by that party, and/or its employees, for services rendered at the FACILITY pursuant to this agreement.
- (k) Neither party shall assign this Agreement in whole or in part without the written consent of the other which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, FACILITY may assign this Agreement without Supplier's consent if all or substantially all of its assets are acquired by or merged or consolidated with a third party. This Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of FACILITY and supplier. Any attempted assignment of the agreement in violation of the provisions of this section is void.
- (l) This agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. FACILITY shall not receive any illegal compensation or remuneration for referrals.

16. Entire Agreement

This agreement contains the entire agreement of the parties. No oral or written agreement existed *prior to this agreement*. Any changes to this agreement must be done in writing and agreed upon by all parties. All parties are acting independent of each other, and participate in the agreement as separate independent contraction entities.



In witness whereof, the undersigned duly authorized representatives of the parties have executed this agreement or have duly caused this agreement to be duly executed on their behalf, as of the day and year first set forth, and warrant that each of the signatories is authorized to execute this agreement and to bind the parties hereto.

OKLAHOMA COUNTY
JUVENILE BUREAU

SOONER MOBILE X-RAY

A handwritten signature in black ink, appearing to read 'Hannah Wilip', written over a horizontal line.

Authorized Signature

Hannah Wilip
Printed Name

Title: Director

Date: 02/04/25

A handwritten signature in black ink, appearing to read 'Paul D. Scott', written over a horizontal line.

Authorized Signature

Paul D. Scott, RT(R)
Printed Name

Title: CEO / Owner

Date: 02/03/2025



ATTACHMENT A

PRICE LIST

X-Ray: \$150 per exam

EKG: \$50 per exam (self-interpreting report only)

- *\$100 per exam if ordered without a corresponding x-ray*

Ultrasound: \$250 per exam

*Pricing will remain consistent per modality, regardless of procedure being performed.

Bill To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK
73118

Requisition 12504926-00 FY 2025

Acct No:
10152500-54453
Review:
Buyer: 6065cbgrab1
Status: Released

Page 1

Vendor
SOONER MOBILE X-RAY INC
PO BOX 188

Ship To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

DUNCAN, OK 73534-0188

Deliver To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	1005278				Juvenile Justice Bureau

LN Description / Account	Qty	Unit Price	Net Price
001 Contract for Professional Services/Mobile X-ray services for remainder of fy25.	500.00 EACH	1.00000	500.00

1 10152500-54453 500.00

Ship To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

Deliver To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total 500.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10152500-54453	500.00	150720.83
Juvenile Detention	Professional Services-Medical	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/30/25	Grant Billingsley	Auto approved by orig/apprvr:
Approved	01/30/25	Hannah Dix	Auto approved by orig/apprvr:

Bill To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK
 73118

Requisition 12504926-00 FY 2025

Acct No:
 10152500-54453
 Review:
 Buyer: 6065cbgrab1
 Status: Released

Page 2

Vendor
 SOONER MOBILE X-RAY INC
 PO BOX 188

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

DUNCAN, OK 73534-0188

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	1005278				Juvenile Justice Bureau
LN Description / Account					
Queued	01/30/25	Albert Rodriguez	Qty	Unit Price	Net Price
Queued	01/30/25	Deborah McDonald	Auto approved by orig/apprvr:		
Queued	01/30/25	Maria Pinley	Auto approved by orig/apprvr:		
Queued	01/30/25	Sheena McGrady	Auto approved by orig/apprvr:		
Queued	01/30/25	Chantel Boso	Auto approved by orig/apprvr:		
Pending		Chantel Boso	Auto approved by orig/apprvr:		
Pending		Ashley Franklin	Auto approved by orig/apprvr:		
Pending		Ashley McMichael	Auto approved by orig/apprvr:		
Pending		Lauren Adkison	Auto approved by orig/apprvr:		
Pending		Long Tran	Auto approved by orig/apprvr:		

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

Chairman_____

Member_____

Member_____

Date: _____

ATTEST:

Maressa Treat, Oklahoma County Clerk

This contract has been examined and approved as to legality by the District Attorney,
Oklahoma County.

Assistant District Attorney

Date