

#304

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

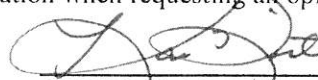
IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 5 / 21 /2024

COUNTY DEPARTMENT MAKING REQUEST: Human Resources & Health & Safety

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: 24-25 Review of McBride contract for drug and alcohol testing

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

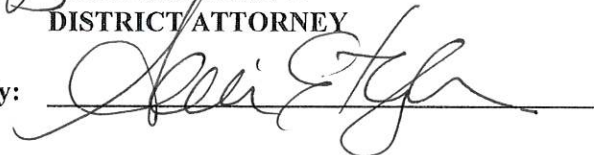

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed
Please use NEW Request for
Legal Services form for
future requests

VICKI BEHENNA
DISTRICT ATTORNEY

By: 

RECEIVED

MAY 21 2024

CIVIL DIVISION
DISTRICT ATTORNEY

CONTRACT FOR DRUG TESTING

This contract is made and entered into this 17th day of May, 2024, by and between the Board of County Commissioners of Oklahoma County, hereinafter referred to as "County", and McBride Orthopedic Hospital, LLC, 9600 N. Broadway Ext., Oklahoma City, Oklahoma 73114, hereinafter referred to as "McBride".

WHEREAS, it is the desire of the County to have drug testing for all new county employees.

WHEREAS, McBride Orthopedic Hospital, LLC, is prepared to offer the services requested by the County.

THEREFORE, the parties mutually agree as follows:

ARTICLE 1 SCOPE OF WORK

NON-D.O.T. CERTIFICATION

McBride Orthopedic Hospital, LLC, adheres to all personnel, equipment, and technical procedures required for drug testing in the State of Oklahoma. McBride's personnel are all trained as Breath Alcohol Technicians (BAT) and are certified as BAT's under the guidelines set forth in CFR 49 part 40. This certification also meets the requirements of the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. McBride's personnel are also certified in the collection and retention of drug urine samples.

SUBSTANCE TO BE TESTED

McBride Orthopedic Hospital, LLC, will be involved in the testing of an individual's breath to determine an alcohol content using certified breath alcohol testing equipment. This testing will be conducted using breath testing devices that are listed on DOT's conforming products list. Subjects testing a 0.02 on the initial screening test will then be given a confirmation test to confirm the result obtained from the screening test.

Urine drug screen will be the quick test with any non-negative sent for and medical review process for ten (10) components.

LOCATION OF TESTING

All testing will be conducted at the McBride Clinic Occupation Health locations (4901 West Reno, Suite 500, Oklahoma City, Ok. 73127; and 3406 South Boulevard, Edmond, Ok. 73013; and 9600 N. Broadway Ext., Oklahoma City, Ok. 73114) as designated by Oklahoma County.

COMMUNICATION OF TEST RESULTS

McBride Orthopedic Hospital, LLC. will communicate the test results and interpretations to the Oklahoma County Authorized Representative in a strictly confidential manner, in which all reports are communicated in written form to an Oklahoma County Authorized Representative Only! All written reports of test results or interpretations shall be forwarded to the Authorized Representative via first class mail, stamped on the envelope with "CONFIDENTIAL; TO BE OPENED BY ADDRESSEE ONLY", MCBRIDE ORTHOPEDIC HOSPITAL, LLC.

INDEMNIFICATION OF THE COUNTY

McBride Orthopedic Hospital, LLC. acknowledges that the County shall have no responsibility to liability for errors or omissions of McBride its employee's, or agents during the term of the Agreement. McBride Orthopedic Hospital, LLC. shall indemnify, defend, and hold the County harmless from any damages, penalties, fines, cost, and expenses, including without limitation, reasonable attorney's fees, expert witness fees, and the cost of defense which may be asserted against the County arising out of or relating to any error, omission, or negligence of McBride, its employees, or agents; any intentional misconduct of McBride, its employees or agents; any breach or non-compliance by McBride, its employees or agents with the terms and provisions of the Agreement.

SUPPLIES

Prices for the necessary supplies for testing are included in the prices on the attached price list. Supplies include mouthpieces, gas cylinders for calibration, security seal tape and forms.

LITIGATION SUPPORT

In any governmental investigation, administrative proceeding, or lawsuit is brought against the County arising from or related to the testing performed by McBride under this Agreement, McBride will provide administrative support to the County in defense of any such investigation, proceeding, or lawsuit. Such support shall include, but is not limited to, documentation on test procedures, certified copies of test results, as well as expert technical testimony for an additional cost.

NOTICE OF CLAIMS/LITIGATION

The County and McBride agree to notify each other within three (3) business days of receipt of notice of any investigation, administrative proceeding, claim, demand, or lawsuit arising from or related to alcohol testing performed by McBride for the County pursuant to this Agreement. Each party shall provide full cooperation to the other party at all times during the pendency of any such investigation, administrative proceeding, claim, demand, or lawsuit.

PAYMENT TERMS

The County's payment due date will be thirty (30) days following the date of the invoice.

PRICING

McBride agrees to keep the pricing held forth by the Agreement firm for the duration of this Agreement. The prices for the alcohol testing are included in Attachment A.

The Agreement and the interpretation and enforcement thereof shall be governed by the laws of the State of Oklahoma.

The Agreement sets forth the entire understanding and Agreement between McBride and Oklahoma County with respect to the services set forth herein. If any terms or provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall nevertheless continue in full force and effect.

The total cost of this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00).

ARTICLE 2 TERM OF CONTRACT

This contract shall become effective July 1, 2024 and shall terminate June 30, 2025 with four (4) one (1) year options to renew under current terms. Both parties agree to discuss extending the contract another year. Sixty (60) days prior to the end of the contract.

ARTICLE 3 ALLOWABLE COSTS AND PAYMENT

McBride will provide services to the County for the following fee schedule:

Drug and Alcohol Screening:

Includes collection at provider lab, initial test, confirmation, medical review and reporting.	\$22.00 per test (Drug)
Includes breath alcohol test, confirmation, medical review and reporting.	\$30.00 per test (BAT)

DOT/CDL Drug and Alcohol Screening:

Includes collection at provider lab, initial test, confirmation, medical review and reporting.	\$25.00 per test (Drug)
Includes breath alcohol test, confirmation, medical review and reporting.	\$30.00 per test (BAT)
Non-employee blood borne pathogen exposure panel test for source. On-site hourly fee applies to blood collections, not to exceed two (2) hours. This panel is a Hep B surface antigen, Hep C, AB and HIV 1&2 AB test.	\$150/panel

PLEASE NOTE:

ALL PRICES INCLUDE:

Drug and Alcohol Screening Tests	Drug and Alcohol Confirmation Tests
Program Implementation Assistance	Program Management Assistance
Urine Collection Fees	Urine Collection Kits
Chain of Custody Seals/Labels	Chain of Custody Forms
Certified Courier Services	

ARTICLE 4 SPECIAL PROVISIONS

1. The Oklahoma County Health & Safety Department must authorize all services offered pursuant to the Contract prior to delivery.
2. Oklahoma County shall remain the sole owner of all employee related records, charts results and other related data. McBride shall have the right to obtain and maintain copies of such records, charts, result and related data to the extent permissible under applicable law.
3. McBride shall not impose any additional fees on individual clients for services provided pursuant to this Contract.

ARTICLE 5 RESPONSIBILITY TO INFORM

McBride agrees to inform and accepts responsibility for informing each examined applicant of any abnormalities found on the physical examination, laboratory test, or any other evaluation performed pursuant to this contract which may require medical treatment and/or follow up in order to prevent said applicant's morbidity or mortality in accordance with accepted standards of medical practice.

Applicants sample will be split in the presence of the applicant. The primary sample and split sample will be forwarded together to the laboratory. The split sample found to be positive will be held at the laboratory for sixty (60) days.

ARTICLE 6 ACCESS TO BOOKS AND RECORDS

McBride will, with prior written notice, during regular business hours, and to the extent permissible under applicable law makes available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. To the extent allowed under Oklahoma Laws, Open Records Act and Federal Freedom of Information Act such inspection shall be

available up to 5 years after the rendering of such services. If McBride carries out any of the duties of the Agreement through a subcontract with the value of ten thousand (\$10,000) or more over a twelve (12) month period with a related individual or organization, McBride agrees to include this requirement in any such subcontract. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the County or McBride by virtue of this Agreement.

ARTICLE 7 LIABILITIES

McBride or its agents shall perform the work under this contract as an independent contractor and agrees that Oklahoma County is to be free from all liabilities and damages resulting from its performances hereunder. It is further understood that McBride assumes complete responsibility for and will indemnify the County and hold the County harmless for any of the services performed by McBride pursuant to this contract. McBride further agrees to maintain adequate liability and malpractice insurance to cover any services performed under this contract and agrees to provide Oklahoma County with Certificate of Insurance Verification.

ARTICLE 8 CANCELLATION/TERMINATION

This contract may be terminated by either party for any reason with a thirty (30) day written notice.

ARTICLE 9 MODIFICATIONS

No modifications of this Agreement will be recognized unless made in writing and signed by both parties.

ARTICLE 10 NOTICES

Any notices required or permitted hereunder shall be sufficiently given if sent by certified mail, postage Prepaid, addressed as follows:

If to County: Board of County Commissioners	If to Clinic: McBride Clinic, Inc.
320 Robert S. Kerr, Room 222	4901 W. Reno #500
Oklahoma City, Ok. 73102	Oklahoma City, Ok. 73127
Attention: Daniel Matthews	Attention: Jim Jones

Or to such other address as shall be furnished in writing by either party; or any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

ARTICLE 11 LAW

This Agreement is made in Oklahoma and shall be construed, interpreted, and governed by the laws of the State of Oklahoma, and any litigation shall be in Oklahoma County District Court.

ARTICLE 12 SEVERABILITY

The invalidity or unenforceability of any provisions of the contract will not affect the validity or enforceability of any other provision.

ARTICLE 13 ENTIRE AGREEMENT

The contract constitutes the entire Agreement of the parties with respect to the subject matter hereof.

ARTICLE 14 INTERPRETTION

The defined terms used herein are for convenience only.

ARTICLE 15 NO WAIVER

No waiver of a breach of any provision of this contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this contract shall be construed to be a waiver of such breach.

ARTICLE 16 VARIATION OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

ARTICE 17 AUTHORIZATION FOR AGREEMENT

The execution and performance of the contract by McBride and County have been duly authorized by all necessary laws, resolutions or corporate action, and this contract constitutes the valid and enforceable obligation of McBride and County in accordance with its terms.

ARTICLE 18 TERMS OF AGREEMENT AND CANCELLATIONS

The initial term of the Agreement shall be one year ending June 30, 2025. This Agreement is renewable for four (4) successive one (1) year periods thereafter, upon mutual written Agreement by parties.

IN WITNESS THEREOF, the County and McBride Orthopedic Hospital, L.L.C. have executed this contract on the day and year written below.

APPROVED this _____ day of _____, 2023.

APPROVED BY:

COUNTY DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
Oklahoma County, Oklahoma

Department Head

Chairman

District Attorney

Member

Member

Attest:

Maressa Treat, County Clerk

MCBRIDE ORTHOPEDIC HOSPITAL, LLC.

Rick Smith VP RCM
Name Title

Notary Signature

Commission Expires: _____

Commission Number: _____ (Seal)

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12500180-00 FY 2025 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065bbkeltho Status: Created
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Vendor MCBRIDE CLINIC ORTHOPEDIC HOSPITAL LLC PO BOX 268921 OKLAHOMA CITY, OK 73126 Tel#230-9260 Fax 943-9260	Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/24	000104				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 Drug and alcohol testing 2024/25	10000.00	1.00000	10000.00
	EACH		

Ship To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 10000.00

***** General Ledger Summary Section *****
 Account Amount Remaining Budget