

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: 05/23/2024 Department: JJC

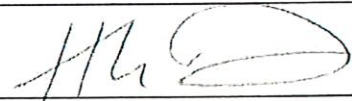
State the nature of the legal request: _____

Please review and approve the Service Agreement Renewal between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and The Community Health Centers of OK, who shall provide Medical and Dental Services to the juvenile residents in the Oklahoma County Juvenile Detention Center as needed. This is at no cost to the County. This renewal Agreement shall be effective July 1, 2024 through June 30, 2025, Requested by Hannah Dix, Oklahoma County Juvenile Bureau Director.

RECEIVED

MAY 24 2024

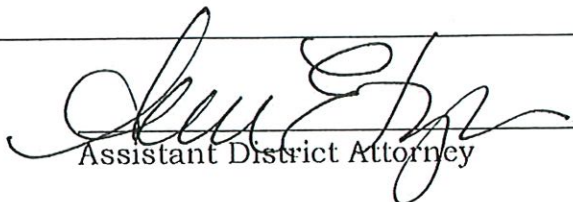
CIVIL DIVISION
DISTRICT ATTORNEY



County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed -
needs signature page & BOCC
approval

Date of Reply: 5/28/24 
Assistant District Attorney

MEMORANDUM OF AGREEMENT

Between

Oklahoma County Juvenile Bureau

And

Community Health Centers of Oklahoma, Inc.

This Memorandum of Agreement (MOA) is entered into by the Oklahoma County Juvenile Bureau (5905 North Classen Court, Oklahoma City, OK 73118) and Community Health Centers of Oklahoma, Inc. (P.O. Box 30589, Oklahoma City, OK 73140, 12716 NE 36th Oklahoma City, OK 73140). This MOA outlines the objectives, understandings, and agreement between Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. for providing medical services for inmates that are incarcerated within Oklahoma County Juvenile System.

Whereas Oklahoma County Juvenile Bureau is in need of primary care medical services and/or dental services for the inmates that are incarcerated in the Oklahoma County Juvenile Detention Facility,

Whereas, Community Health Centers of Oklahoma, Inc. is a provider of primary care medical services and/or dental services in Oklahoma County at its office in Oklahoma City, Oklahoma.

Whereas, Community Health Centers of Oklahoma, Inc. is willing to provide primary care medical services and/or dental services for the fees included in this agreement.

Section 1 Scope of Work

Community Health Centers of Oklahoma, Inc. shall provide routine and urgent medical/dental services in person or via telehealth to all inmates incarcerated in the Oklahoma County Juvenile Detention Facility as needed. Oklahoma County Juvenile Bureau shall have access to the Community Health Centers of Oklahoma, Inc. during normal hours. Medical and dental patients will receive services at the Mary Mahoney Memorial Health Center located at 12716 NE 36th Street, Spencer, OK 73084 or Perry Klaasson Family Medical Center, 1006 NE 17th Street, Oklahoma City, OK, 73111.

Section 2 Fees

Community Health Centers of Oklahoma, Inc. shall bill the insurance of the juvenile if applicable of the Oklahoma County Juvenile Bureau monthly for services rendered according to the current Community Health Centers of Oklahoma, Inc. fee schedule. Uninsured or underinsured patient charges will be adjusted to zero. Community Health fees for this MOA are as follows:

New Patients		Established Patients		Dental Patients
Level 1 99201	100.00	Level 1/Nurse Visit 99211	0.00	Level 1 Extraction 55.00
Level 2 99202	115.00	Level 2 99212	54.00	Level 2 Extraction 82.00
Level 3 99203	130.00	Level 3 99213	89.00	Limited Exam 30.00
Level 4 99204	199.00	Level 4 99214	131.00	(extractions will not be
Level 5 99205	251.00	Level 5 99215	176.00	performed without a LOB)

Laboratory, radiology, and other procedures shall be billed according to Community Health Centers of Oklahoma, Inc. current set fees. Department of Juvenile clients will need their ID from the facility or on the paperwork, the department's intake form and the Community Health Center registration forms available/completed prior to visit.

Section 3 Term

The period of performance for activities under the MOA shall be from April 1, 2024, and continues until terminated by either party with 30 day written notice. See Section 4.

Section 4 Termination

This MOA may be terminated at any time upon the thirty (30) days written notification of the Parties.

Section 5 Dispute Resolution

Any charge disputes arising from this MOA shall first be resolved by informal discussions between Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. Any dispute which cannot be resolved by informal discussions between Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. within a reasonable period of the commencement of such discussions (not to exceed thirty (30) days), may be resolved through mandatory arbitration.

Section 6 Liability and Indemnification

This MOA establishes that this program is not a health insurance program. Both parties agree that any recipient of care under this arrangement is limited to medical care that is normally provided by the medical facility exclusively.

Each party agrees to defend, indemnify, and hold harmless the other party for any claims, actions, suits, damages, judgments, liabilities, costs or expenses including reasonable attorneys' fees, arising directly from any act or omission, intentional or negligent of that party or

any of their employees, agents, or designated representatives arising from or relating to this Agreement. Client agrees to defend, indemnify, and hold e-Psychiatry and its affiliates, directors, officers, employees, consultants, and agents harmless from all claims, actions, proceedings, losses, damages, liabilities, and expenses, including reasonable attorneys' fees and amounts awarded by a court or paid in settlement, arising from, or related to services or treatment provided by Healthcare Provider to Client's patient(s).

Section 7 Non-Discrimination

In connection with the delivery of services under this MOA, Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. agree to comply with the Civil Rights Act of 1964 and all other Federal, State, or local laws, rules and orders prohibiting discrimination.

Section 8 Governing Laws

This MOA shall be governed and construed in accordance with the laws of the State of Oklahoma, and is subject to all applicable Federal laws, regulations, rules, and policies.

Section 9 Assignment

This MOA may not be assigned, delegated, or transferred by either Oklahoma County Juvenile Bureau and/or Community Health Centers of Oklahoma, Inc. without the express written consent and authorization by both parties. The provisions of the MOA shall be binding upon and shall inure to the benefit of Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. hereto and their duly authorized transferees, successors, and assigns.

Section 10 Severability

The provisions of this MOA are not severable. In the event that any one or more provisions of this MOA are deemed null, void, illegal or unenforceable, Oklahoma County Juvenile Bureau unless mutually agree otherwise.

Section 11 Proprietary Information

The parties agree that all materials and information pertaining to this agreement provided to the participating health center, including, but not limited to Oklahoma County Juvenile Bureau name/trademark, logo, Participating Employee Lists, compensation methodologies and rates, and any other specific administrative details, is the proprietary property of Oklahoma County Sheriff's Department. Participating Health Center will safeguard such information in accordance with the requirements of state and federal law, and shall not use such information, directly or indirectly, for any purpose other than to accomplish the purposes of this agreement to the media or any third party without the prior written consent of the Oklahoma County Sheriff's Department. This specifically includes, but is not limited to, use of any of the above referenced materials or information, directly or indirectly, to further the business purposes of any organization or business other than the Health Center to whom the information pertains. *This provision shall survive termination or expiration of this Agreement for any reason.*

Section 12 Entire MOA/Amendments

This MOA represents the complete understanding of Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. hereto. Any amendments to this MOA shall be in writing and signed by both Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc., whether oral or written, relating to the scope of work as described in Attachment A. No such other agreements or understandings may be enforced by either Oklahoma County Juvenile Bureau or Community Health Centers of Oklahoma, Inc. nor may they be employed for interpretation purposes in any dispute involving this MOA.

IN WITNESS WHEREOF, Oklahoma County Juvenile Bureau and Community Health Centers of Oklahoma, Inc. hereto have executed this MOA by their duly authorized representatives, effective 04/01/2024.

OCJD

By:

Print:

Title:

Date:

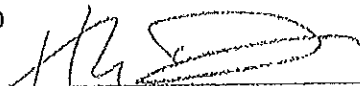
CHCO

By:

Print:

Title:

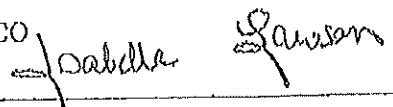
Date:



Hannah Dix

Bureau Director

5-23-24



Isabella Lawson

CEO

4-1-24

COUNTY

APPROVED by the County this _____ day of _____,

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

By _____
Chairman

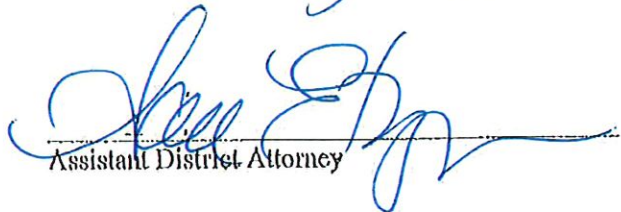
ATTEST:

By _____
Member

County Clerk

By _____
Member

APPROVED as to form and legality this 6 day of June, 2024



Assistant District Attorney