

#207

**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: 04 / 21 / 2022

COUNTY DEPARTMENT MAKING REQUEST: JJC

**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:** Please review the attached Agreement for Services with Community Health Centers of Oklahoma to provide medical and dental services to juveniles in detention when needed. This is at no cost to the County. Thank you.

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).

J'ma Overstreet

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: \_\_\_\_\_

REPLY BY DISTRICT ATTORNEY: \_\_\_\_\_

Received 4/25/2022

DAVID PRATER  
DISTRICT ATTORNEY

By: [Signature]

RECEIVED

APR 21 2022

CIVIL DIVISION  
DISTRICT ATTORNEY

## AGREEMENT FOR SERVICES

This Agreement is entered into by and between the Oklahoma Board of County Commissioners, hereinafter called "County" on behalf of the Oklahoma County Juvenile Bureau, hereinafter called "OCJB," and Community Health Centers of Oklahoma, Inc., hereinafter called "Contractor." The purpose of this agreement is to provide medical services for juveniles that are in the custody of the OCJB juvenile detention center.

**WHEREAS**, the juvenile detention center of the "OCJB" is in need of primary care medical services and/or dental services for the juveniles that are in custody; and

**WHEREAS**, the "Contractor" is a provider of primary care medical services and/or dental services in Oklahoma County; and

**WHEREAS**, the "Contractor" is willing to provide primary care medical services and/or dental services for the fees included in this Agreement.

### SECTION I: SCOPE OF SERVICES

The "Contractor" shall provide routine and urgent medical/dental services in person or via telehealth to all juveniles in the custody of the "OCJB" juvenile detention center as needed. "OCJB" juvenile detention center shall have access to the "Contractor's" services during normal business hours. Juveniles will receive the "Contractor's" services at the Mary Mahoney Memorial Health Center located at 12716 NE 36<sup>th</sup> Street, Spencer, OK 73084.

### SECTION II: FEES

The "Contractor" shall bill the insurance of the juvenile for services rendered according to the current "Contractor's" fee schedule. Uninsured or underinsured juvenile patient charges will be adjusted to zero. The "Contractor" shall not bill the "OCJB" for any of the services provided to the juvenile patients in the custody of the juvenile detention center. "Contractor" fees 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 performed without a LOE)
Level 5 99205 251.00	Level 5 99215 176.00	

Laboratory, radiology, and other procedures shall be billed according to the "Contractor's" current set fees. The "OCJB" juvenile detention center's medical department shall ensure the "Contractor" is provided with all required documentation for the juvenile patient to be registered prior to the visit.



### **SECTION III: AGREEMENT PERIOD**

This Agreement shall become effective the 1<sup>st</sup> day of July 2022 and shall terminate at the close of the 30<sup>th</sup> day of June 2023. Costs incurred prior to or subsequent to those dates are not allowed.

### **SECTION IV: OFFICIALS AND EMPLOYEES NOT TO BENEFIT**

No official or employee of the "County" or any other employee of the Oklahoma County Government shall receive any share or part of the Agreement, or to any benefit that may arise there from, and no employee of the "County" or officer, official or employee for the "County" shall serve as employees of the "Contractor's" organization.

### **SECTION V: ACCOUNTS AND REPORTS**

The "County" shall periodically review the performance of the "Contractor" under this Agreement. If as a result of such review(s), the "County" determines that the responsibilities of the "Contractor" pursuant to the Agreement are not being adequately performed or if the "County" determines that a change in the nature or scope of services to be provided under the Agreement requires modification, the parties shall attempt to resolve the issues amicable and to agree upon any needed changes to this Agreement and to implement the adjustments required by the "County." If the parties are unable to reach an agreement, the parties shall be discharged from further obligations under the terms of this agreement.

### **SECTION VI: ASSIGNMENTS TO PROVIDE SERVICES UNDER SUB-AGREEMENT**

All of the work and services required under this Agreement shall be performed by the "Contractor," or under an approved sub-agreement, and all personnel engaged therein must be fully qualified and licensed in accordance with Oklahoma Statutes to perform the work and services required under this Agreement. The "Contractor" agrees that the services required under this Agreement cannot be assigned or transferred without the prior written approval of the "County" and the "OCJB." The "Contractor" shall be responsible for the payment of wages to any personnel providing these services under an approved sub-agreement. Approved sub-agreements shall not relieve the "Contractor" of any responsibility for performing the terms of this Agreement.

### **SECTION VII: EQUAL OPPORTUNITY AND DISCRIMINATION**

The "County" 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 disability.

**SECTION VIII: DRUG-FREE WORKPLACE**

The "Contractor" agrees that the "Contractor" and the "Contractor's" employees and/or agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Agreement. The "Contractor" agrees to require all subcontractors approved under the Agreement to abide by this provision.

**SECTION IX: EMPLOYMENT RELATIONSHIP**

The Agreement does not create an employment relationship. The "Contractor" or any of the "Contractor's" employees shall not be considered employees of the "County" for any purpose. The Agreement establishes that this program is not a health insurance program. The "County" and the "Contractor" agree that any juvenile patient receiving care under this Agreement is limited to the medical care that is normally provided by the "Contractor" exclusively.

**SECTION X: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The "Contractor" and any of the "Contractor's" approved agents, vendors, officers, volunteers, and/or employees approved under the Agreement, to perform assigned work, acknowledge that they may have, or may obtain, access to confidential protected health information. The "Contractor" and any of the "Contractor's" approved agents, vendors, officers, volunteers, and/or employees approved under the Agreement shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, August 21, 1996, 110 Stat. 1936, as it may be amended.

**SECTION XI: PRIVACY AND CONFIDENTIALITY OF JUVENILE RECORDS**

The "Contractor" and any of the "Contractor's" approved agents, vendors, officers, volunteers, and/or employees approved under this Agreement shall adhere to the provisions of Oklahoma State Statute 10A O.S. § 2-6-101 through 10A O.S. § 2-6-105 requiring confidentiality of records containing the identity of individual juveniles.

**SECTION XII: INDEMNITY**

Unless prohibited by Article 10 of the Oklahoma Constitution and Title 51 O.S. § 151 d et seq, Oklahoma's Governmental Tort Claim Act, the "Contractor" agrees to the extent allowed by law, to indemnify and hold the "County" harmless against all bodily injuries and property damages, civil rights violations, deficiencies, or liability resulting from any action, inaction or conduct on the part of the "Contractor" or non-fulfillment of any term or condition of the Agreement.



Unless prohibited, by Article 10 of the Oklahoma Constitution, to the extent allowed by law, the "Contractor" shall indemnify and hold the "County" harmless under the Agreement from all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

**SECTION XIII: FEES**

The "Contractor" shall not impose any fees to county employees for services provided pursuant to this Agreement.

**SECTION XIV: 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.

**SECTION XV: CANCELLATION/TERMINATION**

In the event the "Contractor" fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the "County" may, upon written notice of default to the "Contractor," cancel this Agreement and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Agreement shall be terminated, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

**SECTION XVI: MODIFICATION:**

The "Contractor" is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by the "County," the "OCJB," and the "Contractor."

**SECTION XVII: GOVERNING LAWS**

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

**(This section intentionally left blank)**

Jim Overstreet  
Jim Overstreet, Director  
Oklahoma County Juvenile Bureau  
5905 N. Classen Boulevard  
Oklahoma City, OK 73118

Isabella Lawson  
Isabella Lawson, CEO  
Community Health Centers of Oklahoma, Inc.  
P.O. Box 30589  
Oklahoma City, OK 73140

Subscribed and sworn to before me this 21 day of April, 2022

My Commission Expires: July 23, 2022

Dita C. King  
Notary Public



COUNTY

APPROVED by the County this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA

\_\_\_\_\_  
Brian Maughan

\_\_\_\_\_  
Kevin Calvey

ATTEST:

\_\_\_\_\_  
Carrie Blumert

\_\_\_\_\_  
David B. Hooten, County Clerk

APPROVED as to form and legality this 25 day of April, 2022.

Anna Elgin  
Assistant District Attorney