

OPERATIONAL AGREEMENT, LEASE/SUBLEASE AGREEMENT, AND BUSINESS ASSOCIATE AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY AND SSM HEALTH CARE OF OKLAHOMA, INC., OWNING AND OPERATING ST. ANTHONY HOSPITAL, OKLAHOMA CITY, OKLAHOMA, FOR FISCAL YEAR 2023-2024, TO PROVIDE FACILITIES, EQUIPMENT, SUPPLIES, LABOR, MEDICAL SERVICES, AND MEDICAL SUPERVISION NECESSARY FOR THE OPERATION OF THE CITY'S OCCUPATIONAL HEALTH CLINIC, AND FOR CONTINUATION OF LABORATORY AND COLLECTION SERVICES REQUIRED FOR THE CITY'S FOR CAUSE, RANDOM, AND POST-JOB-OFFER DRUG TESTING POLICIES, EFFECTIVE BEGINNING JULY 1, 2023 THROUGH JUNE 30, 2024.

WHEREAS, during Fiscal Year 1992-93 a contract was first made by and between The City of Oklahoma City, a municipal corporation ("The City") and SSM Health Care of Oklahoma, Inc., an Oklahoma nonprofit corporation, owning and operating SSM Health St. Anthony Hospital – Oklahoma City ("Hospital"), to provide certain medical and workers' compensation related services, which included providing the facilities, equipment, supplies, nursing and clerical labor, and medical supervision necessary for the operation of the City's Occupational Health Clinic, and which also provided for laboratory and collection services necessary for the City's drug testing policies; and

WHEREAS, since Fiscal Year 1992-1993 various operational and lease agreements with Hospital have been revised, extended, and renewed by the City Council, and

WHEREAS, on March 30, 2023, the City Council authorized the solicitation of new proposals for a professional services agreement during Fiscal Year 2023-2024 and received two (2) proposals that were evaluated by a professional services review committee, and recommended the proposal submitted by Hospital; and

WHEREAS, City staff negotiated with Hospital for Operational Agreement and Sublease Agreement effective July 1, 2023; and

WHEREAS, Hospital agrees to sublease general medical office space to The City from which to operate its Occupational Health Clinic under terms and conditions that are fair and reasonable for the location and type of space to be occupied; and

WHEREAS, Hospital agrees to a revised Operational Agreement, which provides for laboratory and collection services required for employment related drug testing, and provides for the facilities, equipment, supplies, nursing and clerical personnel, medical supervision, and laboratory and radiology services necessary for the operation of The City's Occupational Health Clinic as set forth in the provisions below:

WITNESSETH

The City and Hospital agree to enter into revised and restated agreements that relate to subleasing the necessary space, and to providing the required equipment, supplies, nursing and/or clerical personnel, medical supervision, and laboratory and radiology services necessary for the operation of The City's Occupational Health Clinic, as set forth in the following terms and conditions:

I. **AGREEMENT FOR PROFESSIONAL SERVICES AND SUBLEASE OF CLINIC SPACE**

The City hereby enters into a professional services agreement and sublease agreement with said Hospital to sublease ("Sublease Agreement") certain specified clinic and office space and to provide certain professional services ("Operational Agreement") offered by said Hospital. Hospital hereby agrees to provide said professional services and to sublease certain specified clinic space, under the terms and conditions set forth herein.

II. **OPERATIONAL SERVICES TO BE PROVIDED BY HOSPITAL**

Hospital will provide facilities, equipment, nursing and clerical personnel, supplies, medical services such as radiology and laboratory, and the services of a licensed physician supervisor(s) for any and all City-employed physician assistants in connection with the medical services provided by Occupational Health Clinic as follows:

- A. Hospital will provide facilities, equipment, supplies, and nursing and/or clerical labor required for routine physical examinations and cardiovascular screening performed at The City's choosing, which will be performed on subleased premises by The City's physician assistant(s) under the supervision of the Hospital licensed supervising physician, or his designee.
- B. Hospital will provide facilities, equipment, supplies, and nursing and/or clerical labor necessary for pre-employment physical examinations to be performed on subleased premises by medically supervised City-employed physician assistant(s).
- C. Hospital will provide laboratory and radiology services necessary to support The City's Occupational Health Clinic. Fees for said radiology services are set forth in Schedule "D." Fees for required laboratory services are set forth in Schedules "A" and "B" and fees for Forensic Urine/Blood Testing are set forth in Schedule "C." Schedules A, B, C, and D are attached hereto as a part of this agreement.
- D. Hospital will provide the medical supervision of The City employed physician assistant(s) in a manner as required by State and Federal

law. The supervision will be provided by a member of Hospital medical staff, and such physician assistant(s) shall be acceptable to Hospital's supervising physician.

- E. Hospital will provide three separate telephone lines, including the current three-line roll-over capability and a separate dedicated line for the facsimile, to serve the Occupational Health Clinic.
- F. Hospital shall provide clerical and/or nursing personnel required in this agreement and as needed to support the Occupational Health Clinic.
- G. Hospital will dispose of the Occupational Health Clinic's usual and customary bio-medical waste, as has been done under prior agreements.

III. **SUBLEASE OF CLINIC SPACE**

During the first term (July 1, 2023 through June 30, 2024) of this agreement, Hospital agrees to lease/sublease to The City approximately 2172 square feet (2172 sq. ft. useable) of general medical office space at its Classen Professional Building, located at 1110 N. Classen, Suite 205B, Oklahoma City, Oklahoma, for a base annual rent of Thirty-nine Thousand Eight hundred ten and 12/100 Dollars (\$39,810.12) (or \$3,317.51 per month). The terms and conditions are set forth in the sublease agreement attached hereto as Attachment "G". If the Operational Agreement and Lease/Sublease are renewed in subsequent years the base monthly rent shall increase by the amount of the CPI for the Southwest Region or 2%, whichever is less. The Hospital also agrees to a tenant improvement allowance of one dollar per square foot per year for each year the lease is renewed.

(The Fiscal Year runs from July 1 through June 30.)

IV. **OBLIGATIONS OF THE CITY**

The City will provide the following specific services and support:

- A. During hours of operation of the Occupational Health Clinic, The City will provide for the full time, on-site presence of one or more licensed physician assistant(s), the number of which will be determined by The City. The licensed physician assistant(s) provided by The City will be responsible to the physician supervisor provided by the Hospital. The physician assistant(s) will take direction from the physician supervisor in regard to all medical related activities.
- B. The City shall be solely responsible for the financial obligations under this agreement and will assure prompt and timely payment of invoices submitted by Hospital for services rendered.

V. **CONSIDERATION AND COST OF SERVICES**

- A. Telephone Services for three (3) separate service lines, which shall include the current three-line roll-over capability and the dedicated line for the facsimile, shall be billed at the rate of \$220.00 per month. Long distance charges, if any, shall be billed on a direct cost basis. The rate for the telephone services, if renewed, will remain \$220/month.
- B. Office Supplies utilized by the Occupational Health Clinic that are requested from and supplied by the Hospital shall be billed at actual direct costs plus a 10% markup to cover indirect costs based on the Hospital's acquisition costs.

- C. Medical supplies requested from and provided by the Hospital in connection with the comprehensive and pre-employment physical examination performed on the Hospital premises shall be billed at the actual direct costs plus a 10% markup to cover indirect costs based on Hospital acquisition costs.
- D. St. Anthony will repair or replace any SSM-owned equipment, and the City will be responsible for any City-owned equipment. St. Anthony will do its best to accommodate any patients of the City clinic while the City equipment is being repaired or replaced.
- E. For each physical examination and screening performed by the City, The City shall pay Hospital for radiology and laboratory services utilized in accordance to the fee schedules attached to this agreement.
- F. During the first term of this agreement, The City shall pay Hospital the sum of Twenty-four Thousand Three hundred seventy-six and 92/100 Dollars (\$24,376.92) per year (or \$2,031.41 per month) for the physician supervisor to be provided by Hospital. In addition, the City shall pay to the Hospital \$27.00 per Medical Review performed by the physician supervisor on positive drug screens, but only when such Medical Review of the positive drug screens are requested by The City.
- G. In the unlikely event that the City-employed physician assistant(s) are unavailable or unable to perform medical examinations required by operation of the Occupational Health Clinic, and The City specifically requests physician assistant services from Hospital, services provided

by Hospital for physician assistant examinations shall be billed in accordance with Schedule “F,” attached hereto.

- H. Nursing and clerical/transcription services will be provided by Hospital to The City on an “at cost” basis. The City shall be invoiced monthly for the full expense of the nursing and clerical/transcription services. The “at cost” amounts include the actual pass-through expense of the nursing and clerical services including the hourly wage plus hourly benefits cost, provided nursing and clerical staff are eligible for and receive benefits, and recognize that a merit increase may be granted.

The cost of the nursing and clerical services is as follows:

Fees and Costs	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Nursing/Clerical Staff					
RN	\$45.21	\$46.56	\$47.96	\$49.40	\$50.88
MA	\$27.73	\$28.56	\$29.42	\$30.30	\$31.21
Clerical	\$22.56	\$23.24	\$23.93	\$24.65	\$25.39

If any of the RNs presently utilized by the Occupational Health Clinic decide to leave employment of Hospital, the replacement RN shall be paid according to experience, and will be provided by the Hospital to the City on an “at cost” basis. Further, nothing herein shall prevent the City from hiring and utilizing its own qualified registered nurses or other employees to perform the services provided by the Hospital RNs or clerical personnel.

Presently, the Occupational Health Clinic does not utilize the services of an LPN. In the event that it is required, the appropriate mix of RN and/or LPN

services will be determined by The City, after consultation with the physician assistant(s) and physician supervisor.

- I. During the first term of this agreement the City shall pay the sum of Thirty-nine Thousand Eight Hundred Ten Dollars and 12/00 (\$39,810.12) or (\$3,317.51 per month) for the sublease of approximately 2172 square feet of general medical office space, located at 1110 N. Classen, Suite 205B, Oklahoma City, Oklahoma. The sublease amount includes generally: 1) use of the clinic facilities as set in Exhibit B to the Sublease Agreement, 2) utilities, 3) computer support for sharing information systems with the Hospital, 4) janitorial services and 5) disposal of bio-medical waste generated by the Occupational Health Clinic, which disposal service will be provided by the Hospital as part of this agreement. If the agreement is renewed in subsequent years, the monthly payments for the lease/sublease shall increase as set forth in section III above.
- J. As required in Paragraph C above, the Hospital shall provide, on an as-needed basis, general medical supplies ordered by the Occupational Health Clinic. The City shall pay on a monthly basis for actual medical supplies ordered, but in no event shall said cost exceed \$3,000.00 per fiscal year without the express written approval of the Chief Human Resources Officer for The City. The charges for such medical supplies shall be based on actual Hospital acquisition cost. Once Hospital has provided medical supplies with an actual acquisition cost of \$3,000 in a fiscal year, Hospital shall have no obligation to provide additional

medical supplies unless The City agrees to pay for such supplies, which agreement must be evidenced by a written authorization from the Chief Human Resources Officer for The City.

- K. If laboratory and/or x-ray procedures are requested in addition to those set forth in attached Schedules, The City shall pay for said additional laboratory and/or x-ray procedures at direct Hospital cost plus 10% or Medicare rates (whichever is higher).
- L. Hospital will also provide to The City forensic urine drug testing services when requested. Additionally, Hospital will provide a separate waiting area for Police and Fire employees reporting for drug and/or alcohol testing. These drug-testing services will be provided in accordance with Schedule "C" which is attached hereto.
- M. The parties further agree that The City may make monthly payments for the fixed and variable cost set forth above.
- N. The parties agree that any increase in fees or changes in the Operational Services, other than as provided herein shall be negotiated between the parties on an annual fiscal year basis. Except for exceptional circumstances, any request for an increase in fees shall be limited to a maximum of 5% over the preceding fiscal year. Because of the need to meet governmental budgetary requirements, Hospital will give notice of their request to raise fees, other than those specifically addressed in this agreement, by March 1st of each year.

O. The parties agree that the terms of the Sublease Agreement attached hereto as Attachment “G” will control in regard to the cost of the sublease.

VI. **DURATION OF EXTENDED AGREEMENT**

The first term of this agreement is from July 1, 2023 through June 30, 2024, with the Sublease Agreement starting effective July 1, 2023. Any subsequent extension of this Operational Agreement and Sublease Agreement shall only be made by mutual agreement reached between the parties, as provided under Oklahoma municipal finance laws. The Parties mutually agree to extend this Operational Agreement and Sublease Agreement for four (4) additional one-year terms, (First Option Year, Second Option Year, Third Option Year, and Fourth Option Year) as set forth below.

VII. **OPTION FOR RENEWAL**

Hospital hereby grants to The City four (4) additional one-year options to renew this Operational Agreement and the attached Sublease Agreement, commencing at the end of the initial term (June 30, 2024). The first one-year option shall begin on July 1, 2024, ending on June 30, 2025 (First Option Year); the second shall begin on July 1, 2025, ending on June 30, 2026 (Second Option Year); the third shall begin on July 1, 2026, ending on June 30, 2027 (Third Option Year); and the fourth shall begin on July 1, 2027, ending on June 30, 2028. The City is obligated to give notice of intent to renew the Operational Agreement and Sublease Agreement by April 1 of each year. The City’s ability to renew the Operational Agreement and

Sublease Agreement is subject to annual budgetary appropriations by the City Council for the City of Oklahoma City. Except as otherwise set forth herein, the Hospital agrees that there will be no other fee increase during the Option Years. In the event the Hospital desires to increase any fees, other than those set forth herein, the Hospital shall give written notice of any request to adjust fees and said notice shall be delivered to the City by February 15, of each contract year. Any agreed upon increase in fees or charges for fiscal year 2024-2025 shall be limited to a maximum increase of 5% over the fees or charges for the preceding fiscal year.

VIII. TERMINATION OF AGREEMENT

Either party can terminate this agreement as follows:

- A. Failure to perform the services set forth herein.
- B. Unauthorized or improper use of funds received pursuant to this agreement.
- C. Submission of an application, report, or other documentation pertaining to this agreement, which contains misrepresentation of any material matter.
- D. Impossibility of the parties hereto to carry out the objectives of this agreement.
- E. Upon sixty (60) days written notice to the other party.
- F. Failure of The City Council to appropriate funding for the continuation or extension of this agreement.

The parties hereto agree that termination or suspension of this Agreement shall not affect otherwise valid and allowable obligations incurred, in good faith, prior to receipt of a notice or termination or suspension.

VIII. AMENDMENTS

This agreement is subject to amendment at any time, but only upon fully disclosed written approval by both parties hereto.

IX. INDEPENDENT CONTRACTOR STATUS

Hospital shall be an independent contractor of The City. Hospital agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as, nor claim to be, an officer or employee of The City by reason of this agreement, and that it will not, by reason of this agreement, make any claim, demand, or application for any right or privilege applicable to an officer or employee of The City.

X. MISCELLANEOUS

Should it become necessary to determine the meaning or otherwise interpret any word, phrase, or provision of this agreement, or should the terms of this agreement in any way be the subject of litigation in any Court of law or equity, the parties hereto expressly agree that the laws of the State of Oklahoma shall govern and shall exclusively control.

XI. REPRESENTATIONS BY ST. ANTHONY HOSPITAL

Hospital states that it possesses the experience, knowledge, and ability to carry out the professional objectives of the program (Operational Services) that is the subject of this agreement and agrees to use such experience, knowledge, and ability in its prosecution and completion of this program for the benefit of The City. Hospital further agrees to put forth its best efforts on behalf of The City and promises to adhere to good business and professional practices in its prosecution and completion of this program.

XII. NOTICES

Any notices, consents, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if in

writing and delivered by email or personally or deposited in the United States first class mails, postpaid, as follows:

If to The City:

The City of Oklahoma City
ATTN: Chief Human Resources Officer
Human Resources Department
420 West Main, Suite 110
Oklahoma City, Oklahoma 73102

If to Hospital:

St. Anthony Hospital
ATTN: Tammy Powell, President
1000 N Lee
Oklahoma City, Oklahoma 73101

With a copy to:

SSM Health
ATTN: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhealth.com

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

XIII. INDEMNIFICATION AND INSURANCE

During the term of this agreement or any extension thereof, Hospital hereby agrees to release, defend, and indemnify and save harmless The City and its officers, agents, and employees from and against all legal liability for injuries caused to persons and or property arising from the performance of this agreement unless such injury or loss is caused by negligence of employees of The City. To the extent permitted under Oklahoma law, The City will indemnify and hold Hospital and its officers, agents and employees harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or

action) caused by, resulting from, or alleging negligent acts or omissions of The City or any employee acting within the scope of employment, or any failure of The City to perform any obligation undertaken or any covenant in this agreement. Upon notice from Hospital, The City will resist and defend at its own expense, and by counsel reasonably satisfactory to Hospital, any such claim or action. Hospital agrees, during the duration of this agreement, to carry insurance, with responsible insurance underwriters acceptable to The City and/or provide evidence of self-insurance with liability limits not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for any one person and not less than One Million Dollars (\$1,000,000.00) for all claims arising from any accident involving injury, including wrongful death, arising from the performance of this agreement. Said insurance shall have liability limits not less than Twenty-five Thousand Dollars (\$25,000.00) for property arising from the performance of this agreement.

Hospital further agrees to provide The City with a certificate of insurance evidencing the coverage stated above and naming The City as an additional co-insured. Hospital agrees that said insurance coverage will not be canceled or materially modified except upon ten (10) days written notice to The City.

The City is a self-insured municipal corporation and is subject to the Oklahoma Governmental Torts Claim Act. All liability will be in conformance with said Act. In addition, The City, in conformance with 85 Okla. Stat. § 2b will maintain a certificate of self-insurance with the Oklahoma Workers' Compensation Court.

XIV. HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT

The parties to this Agreement believe they will qualify as a Covered Entity and Business Associate as defined within the Health Insurance Portability and Accountability Act and its accompanying regulations ("HIPAA"). In order to comply with the applicable

provisions of HIPAA, the parties agree to the provisions of the HIPAA Business Associate Addendum attached hereto and incorporated herein as Schedule "H." Parties agrees that it will at all times comply with the requirements of the Standards for Privacy and Security of Individually Identifiable Health Information promulgated by the Secretary of the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 as amended.

XV. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.

Hospital and The City shall comply with all applicable existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this agreement.

XVI. IMMIGRATION COMPLIANCE.

The "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313 prohibits any public employer, including political subdivisions of the State from entering into a contract for physical performance of services within the State of Oklahoma, unless the contractor agrees to register and participate in the Status Verification System, as defined in the Act, to verify the work eligibility status of all new employees hired on or after July 1, 2008. If at any time during the term of this agreement The City, in its sole discretion, determines that this agreement must comply with the provisions of the Act, or any amendment thereto, or other similar statutory provisions, Hospital agrees that upon such determination it will complete and submit to The City an Immigration Affidavit, on a form submitted by The City, stating that Hospital has registered with and will participate in the Status Verification System, as defined in the Act, to verify the work eligibility status of all new employees hired within the State of

Oklahoma. Hospital agrees that it will timely complete and submit the Immigration Affidavit to The City. Hospital's failure to timely complete and tender the Immigration Affidavit will be a basis for termination of the agreement.

Hospital's statement in any Immigration Affidavit submitted pursuant to this section will be deemed to be incorporated into this agreement and will be deemed to be material to the agreement. Any intentional or material misrepresentation by Hospital in the Immigration Affidavit, or failure during the term of this agreement to comply with the Status Verification requirements, will be deemed to be a material breach of the agreement for which The City, in its discretion, may withhold payments, and/or recover losses, expenses, and damages, and/or cancel, suspend or terminate the agreement without liability upon The City for any losses, expenses, or damages incurred by Hospital, and will remain suspended, canceled or terminated until such time that said misrepresentation, or failure to comply, is corrected and compliance by Hospital is obtained and reinstatement approved by The City.

The City Council agrees and consents that administration and compliance enforcement of this provision is hereby delegated to the Chief Human Resources Officer, under the supervision of the City Manager.

XVII. EXCLUSION FROM FEDERAL HEALTH CARE PROGRAMS.

Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f);

or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.lhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate the Sublease Agreement or Operational Agreement upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.

XVIII. MEDICARE ACCESS TO BOOKS AND RECORDS.

In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this agreement, The City agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this agreement, The City shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this agreement, and books, documents and records of The City that are necessary to certify the nature of the duties of this agreement; and (b) if The City performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars

(\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

XIV. EQUAL EMPLOYMENT OPPORTUNITY.

Hospital and all covered subcontractors shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

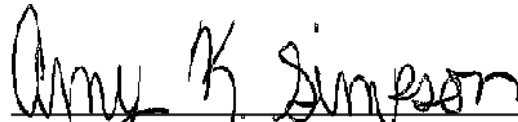
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Signature pages to follow.

APPROVED by the Council and **SIGNED** by the Mayor of The City of Oklahoma City
this 20TH day of JUNE, 2023.

THE CITY OF OKLAHOMA CITY

ATTEST:


CITY CLERK

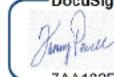



MAYOR

APPROVED by SSM Health Care of Oklahoma, Inc., owning and operating SSM Health St. Anthony Hospital – Oklahoma City, Oklahoma City, Oklahoma, this _____ day of _____, 2023.

SSM HEALTH CARE OF OKLAHOMA,
INC., Owning and Operating SSM HEALTH
ST. ANTHONY HOSPITAL –
OKLAHOMA CITY

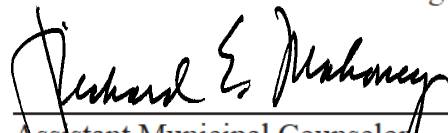
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TIMOTHY POWELL

PRESIDENT
SSM HEALTH CARE OF OKLAHOMA,
INC., Owning and Operating SSM Health
ST. ANTHONY HOSPITAL –
OKLAHOMA CITY

REVIEWED as to form and legality.


Assistant Municipal Counselor

Schedule “A”
Laboratory Services

				2023-2024	2023-2025	2023-2026	2023-2027	2023-2028
Test name	CPT	CHARGE CODE	CHARGE CODE NAME	PRICE	PRICE	PRICE	PRICE	PRICE
Occupational Profile	84999	60013520	LCHG OCCUPATIONAL PROFILE	\$8.85	\$9.02	\$9.21	\$9.39	\$9.58
HDL	83718	60013350	HDL CHOLESTEROL	\$13.03	\$13.29	\$13.56	\$13.83	\$14.10
RPR	86592	60070500	RPR	\$8.25	\$8.42	\$8.58	\$8.75	\$8.93
CBC	85025	60020290	CBC W AUTO DIFFERENTIAL	\$12.38	\$12.63	\$12.88	\$13.14	\$13.40
UA with Micro	81015	60075220	URINALYSIS MICROSCOPIC ONLY	\$4.84	\$4.94	\$5.04	\$5.14	\$5.24
UA without Micro	81003	60075320	URINALYSIS DIPSTICK AUTO	\$6.08	\$6.20	\$6.33	\$6.45	\$6.58
Rubella Titer	86762	60070930	RUBELLA IMMUNE STATUS	\$22.91	\$23.37	\$23.84	\$24.31	\$24.80
Rubeola Titer	86765	60066230	RUBEOLA ANTIBODY IGG	\$31.85	\$32.49	\$33.14	\$33.80	\$34.48
HIV	86701	60004660	HIV-1 HIV-2 ANTIBODY	\$19.97	\$20.37	\$20.78	\$21.19	\$21.62
HBsAb	86706	60014870	HEPATITIS B SURFACE ANTIBODY	\$17.10	\$17.44	\$17.79	\$18.15	\$18.51
HbsAg	87340	60014850	HEPATITIS B SURFACE ANTIGEN	\$16.45	\$16.78	\$17.11	\$17.46	\$17.81
Hep Profile	80074	60010860	HEPATITIS SCREEN ACUTE	\$75.85	\$77.37	\$78.91	\$80.49	\$82.10
Direct bilirubin	82248	60012620	BILIRUBIN DIRECT	\$7.99	\$8.15	\$8.31	\$8.48	\$8.65
Total bilirubin	82247	60012610	BILIRUBIN CORD BLOOD	\$7.99	\$8.15	\$8.31	\$8.48	\$8.65
Creatinine	82565	60013650	CREATININE BLOOD	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83
Varicella	86787	60066060	VARICELLA ZOSTER ANTIBODY IGG	\$20.51	\$20.92	\$21.34	\$21.77	\$22.20
Rabies Ab	86790	60064631	LCHG RABIES ANTIBODY IMMUNE STATUS I	\$44.15	\$45.03	\$45.93	\$46.85	\$47.79
TSH	84443	60011600	TSH	\$26.75	\$27.29	\$27.83	\$28.39	\$28.96
Type ABO	86900	60039030	BLOOD TYPE ABO / RH1	\$9.82	\$10.02	\$10.22	\$10.42	\$10.63
Type Rh	86901	60039040	BLOOD TYPING SEROLOGIC RH(D)	\$9.82	\$10.02	\$10.22	\$10.42	\$10.63
HCV	86803	60010660	HEPATITIS C ANTIBODY	\$22.72	\$23.17	\$23.64	\$24.11	\$24.59
Lipid Profile	80061	60010420	LIPID PROFILE	\$21.31	\$21.74	\$22.17	\$22.61	\$23.07
CMP	80053	60016690	COMPREHENSIVE METABOLIC PANEL	\$16.81	\$17.15	\$17.49	\$17.84	\$18.20
GLUCOSE	82947	60018100	GLUCOSE	\$6.24	\$6.36	\$6.49	\$6.62	\$6.75
	84520	60012800	BUN	\$5.03	\$5.13	\$5.23	\$5.34	\$5.44
	82947	60014750	GLUCOSE FASTING	\$6.24	\$6.36	\$6.49	\$6.62	\$6.75
	86704	60014861	LCHG HEPATITIS B CORE ANTIBODY I	\$15.33	\$15.64	\$15.95	\$16.27	\$16.59
	80076	60015770	HEPATIC FUNCTION PANEL	\$10.39	\$10.60	\$10.81	\$11.03	\$11.25
	84156	60016550	PROTEIN URINE TIMED QUANTITATIVE	\$4.67	\$4.76	\$4.86	\$4.96	\$5.05
	84460	60016650	ALT	\$6.74	\$6.87	\$7.01	\$7.15	\$7.30
	36415	60019950	LCHG BLOOD DRAW	\$12.00	\$12.24	\$12.48	\$12.73	\$12.99
	83036	60062850	HEMOGLOBIN A1C	\$12.35	\$12.60	\$12.85	\$13.11	\$13.37
	83655	60063800	LEAD BLOOD	\$14.30	\$14.59	\$14.88	\$15.18	\$15.48
	86735	60066120	MUMPS ANTIBODY IGG	\$16.60	\$16.93	\$17.27	\$17.62	\$17.97
	81050	60069980	VOLUME MEASURE URINE	\$3.90	\$3.98	\$4.06	\$4.14	\$4.22
	87389	60070271	HIV-1 AG W HIV-1+HIV-2 AB	\$30.63	\$31.24	\$31.87	\$32.50	\$33.15
	81001	60075030	URINALYSIS ROUTINE AUTO W MICROSCOPIC	\$6.36	\$6.49	\$6.62	\$6.75	\$6.88
	87522	60083150	HEPATITIS C RNA PCR QUANT	\$147.53	\$150.48	\$153.49	\$156.56	\$159.69
	84202	60084710	ZINC PROTOPORPHYRIN	\$18.24	\$18.60	\$18.98	\$19.36	\$19.74
	85610	60024010	LCHG PT-INR	\$5.00	\$5.10	\$5.20	\$5.31	\$5.41
	85730	60024020	LCHG PTT	\$7.64	\$7.79	\$7.95	\$8.11	\$8.27
	82247	60012650	LCHG BILIRUBIN TOTAL BLOOD	\$6.38	\$6.51	\$6.64	\$6.77	\$6.91
	83615	60015250	LCHG LDH BLOOD	\$7.67	\$7.82	\$7.98	\$8.14	\$8.30
PSA - Direct Measurement	84153	60064750	LCHG PROSTATE SPECIFIC ANTIGEN DIAG	\$23.40	\$23.87	\$24.35	\$24.83	\$25.33
PSA - Direct Measurement	G0103	60016660	LCHG PROSTATE SPECIFIC ANTIGEN SCREEN	\$23.40	\$23.87	\$24.35	\$24.83	\$25.33
FIT Hemoccult x3	82274 x 3	60047870	LCHG OCCULT BLOOD FECES 1-3 IMMUNO	\$60.70	\$61.91	\$63.15	\$64.42	\$65.70
Sickle Cell	85660	60021920	LCHG SICKLE CELL SCREEN	\$7.04	\$7.18	\$7.32	\$7.47	\$7.62
	82300	60060471	LCHG CADMIUM	\$33.80	\$34.48	\$35.17	\$35.87	\$36.59
	83825	60064110	LCHG MERCURY BLOOD	\$14.30	\$14.59	\$14.88	\$15.18	\$15.48
	82175	60060420	LCHG ARSENIC BLOOD	\$14.30	\$14.59	\$14.88	\$15.18	\$15.48
	83655	60063801	LCHG LEAD BLOOD	\$14.30	\$14.59	\$14.88	\$15.18	\$15.48

Schedule "B"

St. Anthony Hospital Laboratory Price Schedule

Laboratory fees for tests not listed on Schedule A will be billed at direct Hospital cost plus 10% or Medicare rates (whichever is higher).

Schedule “C”
Forensic Urine Drug Testing Price List

Fees and Costs	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
DOT Drug Abuse Screen & Automatic Confirmation (Amines, Cocaine, PCP, THC, 6AM Morphine & MDMA)	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
Non-DOT Drug Abuse Screen & Automatic Confirmation (Amines, Cocaine, Opiates, PCP & THC)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Breath/Blood Alcohol Test	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Specimen Collection Fee¹	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Random Selections (Submitted in Microsoft Excel format)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Medical Review Officer (MRO) Positives Only	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Toxicologist’s Review-of-Records Testimony (First day plus travel)	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Toxicologist’s Review-of-Records Testimony (Per hour for each additional day)	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Litigation Packet	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Record Retrieval	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

NOTE:

All prices with the exception of toxicologist’s review-of-records, litigation packet and record retrieval are priced per test. St. Anthony Toxicology Services has partnered with a DOT certified laboratory, Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS to perform the DOT analysis.

The initial drug screen is performed by the EMIT Immunoassay Method. If confirmation is needed, the Gas Chromatography/Mass Spectrometer (GC/MS) Method is used.

¹Minimum of ten (10) employees required for on-site collections. Same fee applies for collections at laboratory. On-site services for groups smaller than ten employees will be charged at \$15.00 per specimen collection.

**St. Anthony Occupational Health Network
St. Anthony Substance Abuse Testing Services**

Employee rosters may be submitted for randomization throughout the year to reach City of Oklahoma City's annual drug and alcohol testing goals. Rosters are typically submitted quarterly in spreadsheet format, and include columns for employees' names, ID numbers, and work locations. Rosters for different City of Oklahoma City departments (e.g., Police Department, Fire Department, DOT-mandated employees, etc.) may be submitted separately, or in one unified spreadsheet. If multiple departments are combined in one spreadsheet, please include a "Department" or "Division" column so selections can later be divided by that designation.

St. Anthony Toxicology Services uses a computer program to randomly select individuals from the rosters. Rosters are first uniquely sorted, and a different random seed is applied each time before randomization. For example, a roster might be sorted by employees' first names ascending on one occasion and sorted by ID number descending the next before randomizing is performed. This step further "shakes up" randomizing. Each entry is then assigned a number by a random number generator, and the roster is then re-sorted by the random number in ascending order. Randomly selected alternates can also be provided in case primary selections become unavailable for testing or are on extended leave. Use of alternates is a matter of City policy. Randomizing also specifies a subset of the selections to undergo breath alcohol testing. Records of previous rosters and selections are held by St. Anthony Toxicology Services for two years.

Employee rosters may be submitted to St. Anthony Toxicology Services in the Microsoft Excel spreadsheet format, or the comma separated value (.CSV) format via email. Selections are returned via encrypted, password-protected email.

Schedule “D”
Radiology Services

				2023-2024	2023-2025	2023-2026	2023-2027	2023-2028
Imaging Dept	CPT	CHARGE CODE	CHARGE CODE NAME	PRICE	PRICE	PRICE	PRICE	PRICE
CT	74150	800796	CT ABDOMEN NON IV CONTRAST	191.15	194.97	198.87	202.85	206.91
CT	74160	800303	CT ABD WITH IV CONTRAST	280.25	285.86	291.57	297.41	303.35
CT	74170	800304	CT ABD WITH AND WITHOUT IV CONTRAST	287.26	293.01	298.87	304.85	310.94
US	76700	800560	US ABDOMEN COMPLETE	212.95	217.21	221.55	225.98	230.50
US	76536	800556	US HEAD NECK TISSUES B-SCAN RE	190.86	194.68	198.57	202.54	206.59
US	76705	800561	US ABDOMEN LIMITED	192.30	196.15	200.07	204.07	208.15
XRAY	70110	800362	MANDIBLE 4+ VW	136.88	139.62	142.41	145.26	148.16
XRAY	70330	800333	TEMPOROMANDIBULAR JOINTS BILAT	113.51	115.78	118.10	120.46	122.87
XRAY	71045	8103259	CHEST 1 VIEW	92.47	94.32	96.21	98.13	100.09
XRAY	71046	8103260	CHEST 2 VIEWS	92.47	94.32	96.21	98.13	100.09
XRAY	71047	8103261	CHEST 3 VIEWS	92.47	94.32	96.21	98.13	100.09
XRAY	71101	800537	RIBS UNILATERAL W PA CHEST	138.10	140.87	143.68	146.56	149.49
XRAY	72040	800596	CERVICAL SPINE 2 OR 3 VW	112.68	114.93	117.23	119.57	121.97
XRAY	72070	800625	THORACIC SPINE 2VW	134.39	137.08	139.82	142.62	145.47
XRAY	72072	800628	THORACIC SPINE 3 VW	135.67	138.38	141.15	143.97	146.85
XRAY	72100	800671	LUMBAR SPINE 2 OR 3 VW	135.62	138.33	141.09	143.92	146.79
XRAY	72170	800731	PELVIS 1 OR 2 VW	132.74	135.40	138.10	140.87	143.68
XRAY	72220	800768	HCSACRUM AND COCCYX	109.80	112.00	114.24	116.52	118.85
XRAY	73000	800779	CLAVICAL	109.38	111.57	113.80	116.07	118.39
XRAY	73030	800834	SHOULDER 2+ VW	73.56	75.03	76.53	78.06	79.62
XRAY	73060	800881	HUMERUS 2+ VW	109.38	111.57	113.80	116.07	118.39
XRAY	73070	800900	ELBOW 2 VW	109.38	111.57	113.80	116.07	118.39
XRAY	73090	800953	FOREARM 2 VW	109.00	111.18	113.41	115.67	117.99
XRAY	73110	800022	WRIST 3+ VW	72.51	73.96	75.43	76.94	78.48
XRAY	73130	800077	HAND 3+ VW	72.51	73.96	75.43	76.94	78.48
XRAY	73140	800859	FINGERS (MULTIPLE)	107.74	109.90	112.09	114.34	116.62
XRAY	73502	8102394	HIP UNILAT 2 - VIEWS	112.68	114.93	117.23	119.57	121.97
XRAY	73551	8102399	FEMUR 1 VIEW	109.38	111.57	113.80	116.07	118.39
XRAY	73552	8102400	FEMUR MINIMUM 2 VIEWS	110.23	112.43	114.68	116.97	119.31
XRAY	73560	800197	KNEE 1 OR 2 VW	109.38	111.57	113.80	116.07	118.39
XRAY	73562	800200	KNEE 3 VW	110.60	112.82	115.07	117.37	119.72
XRAY	73590	800207	TIBIA AND FIBULA 2 VW	109.00	111.18	113.41	115.67	117.99
XRAY	73610	800213	ANKLE 3+ VW	109.80	112.00	114.24	116.52	118.85
XRAY	73630	800219	FOOT 3+ VW	109.43	111.62	113.85	116.13	118.45
XRAY	73660	800224	TOES 2+ VW	107.37	109.51	111.70	113.94	116.22
XRAY	74018	8103263	ABDOMEN 1 VIEW	110.23	112.43	114.68	116.97	119.31
XRAY	74019	8103264	ABDOMEN 2 VIEWS	136.04	138.76	141.54	144.37	147.25
XRAY	74022	800805	ABDOMEN OBSTR SERIES W/PA CHEST	141.32	144.14	147.02	149.97	152.96
XRAY	74246	800759	FLUORO UPPER GI AIR CONTRAST	258.31	263.48	268.75	274.13	279.61

Radiology fees for tests not listed on Schedule D will be billed at direct Hospital cost plus 10% or Medicare rates (whichever is higher).

NOTE 1: The fees listed will be applicable for all routine pre-employment physicals, comprehensive physicals, and return to work physicals.

NOTE 2: The fees listed above are inclusive of radiologist interpretation fees.

Occupational Health Clinic Agreement

Saint Anthony Hospital

Schedule "E"
USE OF SPECIALIZED HOSPITAL EQUIPMENT

In the event The City's test equipment is out of service, Hospital will allow The City staff to use equipment located at St. Anthony North, or St. Anthony staff will perform the tests.

Rates if City staff performs test will be as follows:

AUDIOOMETER	\$7.50 per exam
TREADMILL	\$50.00 per exam
PULMONARY FUNCTION	\$17.50 per exam
VISION	\$12.00 per exam

Rates if Hospital staff performs test will be as follows:

AUDIOOMETER	\$15.00 per exam
TREADMILL	\$100.00 per exam
PULMONARY FUNCTION	\$35.00 per exam
VISION	\$24.00 per exam

Note: The above noted equipment is used by staff at St. Anthony North. Therefore, scheduling of equipment will need to be coordinated between the parties.

Schedule "F"

Upon request by the Chief Human Resources Officer (CHRO) or designee, when the City-employed physician assistant(s) are absent, and the CHRO determines that examinations are necessary, Hospital will provide physician assistant services sufficient to meet The City's service needs at the following rates:

- a. Physician Assistant FY 2023-2024 - \$70/hour
- b. Physician Assistant FY 2024-2025 - \$70/hour
- c. Physician Assistant FY 2025-2026 - \$70/hour
- d. Physician Assistant FY 2026-2027 - \$70/hour
- e. Physician Assistant FY 2027-2028 - \$70/hour

In the event an advanced practitioner is not available, and a physician needs to provide services, the fee will be \$100/hour.

Schedule "G"

Sublease Agreement

See attached Sublease Agreement

*Schedule "H"***BUSINESS ASSOCIATE ADDENDUM ("BAA")**

The parties to the Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the rules and regulations promulgated thereunder, as amended. In order to ensure such compliance, this exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY will be handled.

1. **Definitions.**

1.1 "BUSINESS ASSOCIATE" shall mean Hospital.

1.2 "COVERED ENTITY" shall mean The City.

1.3 "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.4 The following terms as used in this BAA shall have the meaning ascribed to them in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, electronic media, health care operations, individual, minimum necessary, notice of privacy practices, protected health information ("PHI"), required by law, Secretary, security incident, subcontractor, unsecured protected health information, use, and workforce.

2. **Obligations and Activities of BUSINESS ASSOCIATE.**

2.1 BUSINESS ASSOCIATE shall use and disclose PHI only as permitted or required by this BAA or as required by law, and shall not authorize, enable or permit any other use or disclosure of PHI.

2.2 BUSINESS ASSOCIATE shall use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA and to protect against any anticipated threats or hazards to the security or integrity thereof.

2.3 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), BUSINESS ASSOCIATE shall ensure that any subcontractors that create, receive, maintain, transmit or otherwise have access to, use or disclose PHI on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions and requirements that apply to BUSINESS ASSOCIATE with respect to such PHI, it being understood that BUSINESS ASSOCIATE shall remain jointly and severally liable for any violation of the HIPAA Rules or this BAA by its subcontractors.

2.4 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS

ASSOCIATE shall make available PHI in a designated record set to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or the individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.524. If an individual requests his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.

2.5 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make amendments to PHI in a designated record set, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.526. If an individual requests amendment to his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.

2.6 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available all information required to provide an accounting of disclosures to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or the individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.528. If an individual requests an accounting of disclosures directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.

2.7 To the extent BUSINESS ASSOCIATE is to carry out one or more of COVERED ENTITY's obligations under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to COVERED ENTITY in the performance of such obligations.

2.8 Promptly and no later than ten (10) days after the request, in a manner designated or agreed to by the Secretary or COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make its internal policies, practices, books and records relating to the use and disclosure of PHI available to the Secretary, COVERED ENTITY and/or their designee(s) for purposes of determining COVERED ENTITY's and/or BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA.

2.9 BUSINESS ASSOCIATE shall not destroy PHI unless expressly designated or agreed to in writing by COVERED ENTITY, and further subject to BUSINESS ASSOCIATE (i) notifying COVERED ENTITY in advance of such planned destruction; (ii) ensuring that, prior to such destruction, COVERED ENTITY has received a copy of any PHI that it desires or is required by law to retain, and (iii) complying with the return and destruction requirements of the HIPAA Rules and this BAA.

2.10 BUSINESS ASSOCIATE shall not (i) remove PHI from COVERED ENTITY's facilities or systems, (ii) export, transfer or make available PHI outside of the United States, whether for storage, processing or otherwise, or (iii) allow workforce or subcontractors not residing in the United States to access, receive or view PHI, unless expressly authorized in writing

by COVERED ENTITY in each instance.

2.11 In connection with any visits to COVERED ENTITY's facilities or access to COVERED ENTITY's systems, BUSINESS ASSOCIATE shall comply with all on-site and remote access rules and procedures communicated by COVERED ENTITY, including all sign-in, badging, escort, and restricted access requirements, and shall exercise reasonable care and appropriate judgment in connection therewith.

2.12 BUSINESS ASSOCIATE shall evaluate and adjust its safeguards, policies and procedures as necessary to respond to evolving security threats, keep pace with generally accepted industry standards and best practices, and comply with the HIPAA Rules and other applicable laws and regulations pertaining to the privacy, security, integrity, retention, disposal, use and disclosure of PHI. BUSINESS ASSOCIATE shall promptly correct any deficiencies identified as part of internal or external monitoring, testing or auditing, and shall provide COVERED ENTITY at no charge with copies of any audit and testing reports prepared in connection therewith.

2.13 BUSINESS ASSOCIATE shall encrypt PHI transmitted, received, processed or maintained on electronic media, both while in transit and at rest, in accordance with the guidance established under the HIPAA Rules to "Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as amended. Whenever feasible, BUSINESS ASSOCIATE shall secure all other PHI using measures that comply with the foregoing guidance. BUSINESS ASSOCIATE shall provide COVERED ENTITY with all information and assistance necessary to decrypt and otherwise access and use PHI that has been secured by BUSINESS ASSOCIATE in one of the foregoing manners.

2.14 BUSINESS ASSOCIATE acknowledges that it is directly subject to and responsible for ensuring its compliance with the HIPAA Rules. BUSINESS ASSOCIATE shall indemnify and hold COVERED ENTITY, its affiliates and their respective directors, officers, employees and agents harmless from and against any and all claims, demands, causes of action, investigations, liabilities, losses, damages, judgments, awards, penalties, fines, settlements, costs and expenses (including reasonable attorneys' fees, expert witness fees, court costs, and costs of investigation, notification and remediation) caused by, attributable to, or otherwise arising out of or resulting from any violation of the HIPAA Rules or other applicable law, breach of this BAA, or negligent or wrongful acts or omissions by BUSINESS ASSOCIATE, its workforce or subcontractors.

2.15 BUSINESS ASSOCIATE shall, at all times, maintain liability insurance coverage, including cyber liability insurance and coverage for adverse privacy and security events, covering its responsibilities provided for in this Agreement on an occurrence basis in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. In the event BUSINESS ASSOCIATE procures insurance coverage which is not on an occurrence basis, BUSINESS ASSOCIATE shall, upon the termination of such coverage, secure a continued reporting endorsement which effectively converts such coverage to occurrence based coverage.

3. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

Subject to BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA:

3.1 BUSINESS ASSOCIATE may only use or disclose PHI as authorized by and necessary to perform the services set forth in the Agreement;

3.2 BUSINESS ASSOCIATE may use or disclose PHI as required by law. Unless otherwise required by law, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly prior to making any such use or disclosure so that COVERED ENTITY may, if desired, resist such disclosure or seek an appropriate protective order. If BUSINESS ASSOCIATE nonetheless is required by law to use or disclose PHI, BUSINESS ASSOCIATE shall limit its use or disclosure to the minimum necessary that is required by law;

3.3 BUSINESS ASSOCIATE shall use, disclose and request PHI in a manner consistent with the minimum necessary requirements of the HIPAA Rules and COVERED ENTITY's minimum necessary policies and procedures;

3.4 BUSINESS ASSOCIATE shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if such use or disclosure was made by COVERED ENTITY;

3.5 BUSINESS ASSOCIATE may use PHI to provide data aggregation services relating to the health care operations of COVERED ENTITY at the request of and for the sole benefit of COVERED ENTITY;

3.6 If use or disclosure of PHI is based upon an individual's specific consent or authorization and (i) the individual revokes such consent or authorization, (ii) the duration of such consent or authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than ten (10) days after discovering or receiving notice of such revocation, expiration or invalidity, and shall cease all further use and disclosure of the individual's PHI that is not permitted or required in the absence of such consent or authorization; and

3.7 As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall remain the sole and exclusive owner of the PHI. BUSINESS ASSOCIATE does not have and shall not acquire any right, title or interest in or to the PHI, including aggregate or de-identified PHI, by virtue of this BAA or the Agreement, or as a result of the selection, arrangement, creation or processing thereof.

4. **Responsibilities of COVERED ENTITY.**

4.1 COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in COVERED ENTITY's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitations may affect BUSINESS ASSOCIATE's use or disclosure of PHI. Making available a physical or electronic copy of such Notice of Privacy Practices shall be deemed sufficient notice for purposes of this paragraph.

4.2 COVERED ENTITY shall notify BUSINESS ASSOCIATE upon becoming aware of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

4.3 COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restrictions on the use or disclosure of PHI that COVERED ENTITY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restrictions may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

5. **Notification of Unintended Use or Disclosure of PHI.**

5.1 BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of PHI not provided for in this BAA or in violation of the HIPAA Rules or other applicable law, including any and all actual and potential breaches and security incidents (each an "unintended use or disclosure"), promptly and no later than seventy-two (72) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to or otherwise becomes aware of such unintended use or disclosure. Such report shall be submitted to COVERED ENTITY's designated Privacy Officer by both mail and electronic mail using the mailing and email addresses set forth below. BUSINESS ASSOCIATE also shall notify the person designated to receive contractual notices on COVERED ENTITY's behalf under the Agreement.

Privacy Officer Contact Information:

Name: Scott Didion

Phone: 314-989-2758

Email: Scott.Didion@ssmhealth.com

5.2 If the unintended use or disclosure presents a substantial or ongoing risk of harm to COVERED ENTITY or individuals, or affects or may affect the PHI of five hundred (500) or more individuals, in addition to submitting a written report, BUSINESS ASSOCIATE shall report the unintended use or disclosure to COVERED ENTITY's designated Privacy Officer by email or telephone promptly and no later than twenty-four (24) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to, or otherwise becomes aware of the unintended use or disclosure.

5.3 BUSINESS ASSOCIATE shall take all reasonable actions necessary to investigate, respond to and mitigate the harmful effects of the unintended use or disclosure. BUSINESS ASSOCIATE shall provide status updates and any information and assistance requested by COVERED ENTITY in connection therewith. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of COVERED ENTITY to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.

5.4 Where the unintended use or disclosure arises out of or results in whole or in part from the negligent or willful acts or omissions of BUSINESS ASSOCIATE, its workforce or subcontractors, including any violation of the HIPAA Rules or breach of this BAA, without limiting COVERED ENTITY's rights or remedies under the circumstances, BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for all reasonable costs incurred in connection

with investigating, responding to, mitigating the harmful effects of, and notifying individuals, regulators and the media concerning the unintended use or disclosure, including all legal, compliance, risk management, security, and information technology expenses, all costs of printing and postage and all credit and fraud monitoring, identity theft remediation and similar services offered to affected individuals.

6. **Term and Termination.**

6.1 The term of this BAA shall continue in full force and effect for the term of the Agreement unless sooner terminated as provided herein.

6.2 COVERED ENTITY may terminate this BAA and/or the Agreement, including all future payment obligations, without termination charge or penalty, if BUSINESS ASSOCIATE: (i) violates the HIPAA Rules or breaches any material provision of this BAA and does not cure such violation or breach within fifteen (15) days after receiving written notice thereof from COVERED ENTITY; provided, however, for grossly negligent or willful or wanton acts or omissions, or a violation or breach that is not reasonably subject to cure or poses a substantial risk of harm to COVERED ENTITY or individuals, no such opportunity to cure need be provided; (ii) becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; (iii) is unable to provide, upon COVERED ENTITY's demand, reasonably satisfactory written assurances of BUSINESS ASSOCIATE's ability to comply with the HIPAA Rules and this BAA; (iv) is or becomes excluded or suspended from participation in any federal or state health care reimbursement program, or becomes the subject of any investigation which COVERED ENTITY, in its sole discretion, believes may lead to suspension or exclusion; or (v) experiences or announces a change in control, whether by operation of law, merger, acquisition, sale of assets or business or otherwise, that has or is likely to have a negative impact on BUSINESS ASSOCIATE's operations, financial condition or ability to perform under this BAA or the Agreement.

6.3 Promptly and no later than fifteen (15) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request, at no charge, BUSINESS ASSOCIATE shall return to COVERED ENTITY and/or its designee all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession. BUSINESS ASSOCIATE shall return PHI in a manner designated or agreed to by COVERED ENTITY, and shall provide all information and assistance reasonably requested by COVERED ENTITY in connection therewith. BUSINESS ASSOCIATE shall not condition receipt, access to or viewing of PHI on COVERED ENTITY's purchase, license or continued use of proprietary software or technology of BUSINESS ASSOCIATE or its subcontractors. If such proprietary software or technology is required to receive, access or view PHI, BUSINESS ASSOCIATE shall provide such software or technology to COVERED ENTITY at no charge.

6.4 Promptly and no later than thirty (30) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request (in either case only after BUSINESS ASSOCIATE has returned the PHI to COVERED ENTITY as provided in Section 6.3 above), at no charge, BUSINESS ASSOCIATE shall destroy all PHI (both paper and

electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession, securely dispose of such PHI in accordance with the HIPAA Rules, retain no copies or summaries thereof, and, upon COVERED ENTITY's request, certify in writing to COVERED ENTITY that it has complied with the foregoing requirements.

6.5 Notwithstanding the destruction requirements set forth in Section 6.4 above, if (i) BUSINESS ASSOCIATE has an independent legal right to retain PHI, as expressly set forth in the Agreement or otherwise required by law, or (ii) the destruction of PHI is not feasible, as communicated promptly and in writing by BUSINESS ASSOCIATE to COVERED ENTITY, then BUSINESS ASSOCIATE may retain such PHI only for so long as such independent legal right persists or such destruction is infeasible. In either case, BUSINESS ASSOCIATE may further use or disclose retained PHI only for the limited purpose that made destruction inapplicable or infeasible, and the obligations, limitations and protections of this BAA shall extend and continue to apply to such PHI.

6.6 The obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY under this BAA shall survive the expiration or termination of this BAA and/or the Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Miscellaneous.

7.1 This BAA shall be governed and interpreted for all purposes by the laws of the State of Missouri, U.S.A., without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Any dispute, action or proceeding arising out of or related to this BAA may be commenced in the state courts of St. Louis County, Missouri or, if proper subject matter jurisdiction exists, the United States District Court for the Eastern District of Missouri. Each party irrevocably submits and waives any objections to the personal jurisdiction and venue of such courts.

7.2 In connection with this BAA, the Agreement, and any services provided under the Agreement, BUSINESS ASSOCIATE is and shall at all times hold itself out as an independent contractor conducting business as a principal for its own account. Nothing in this BAA or the Agreement is intended or shall be construed to create any agency, employment, partnership or joint venture relationship between the parties. Nothing herein provides COVERED ENTITY with the right or authority to control the BUSINESS ASSOCIATE's conduct in the course of providing services for or on behalf of COVERED ENTITY.

7.3 Neither party may assign or transfer this BAA, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, (i) any assignee of the Agreement shall be deemed bound by the provisions of this BAA, and (ii) COVERED ENTITY may assign this BAA to an affiliate or to a successor in interest. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect.

7.4 BUSINESS ASSOCIATE acknowledges that its breach or threatened breach of any provision of this BAA would cause irreparable harm to COVERED ENTITY, the extent of which

would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, COVERED ENTITY shall be entitled to obtain specific performance, temporary or permanent injunctive relief, and other equitable relief in any court of competent jurisdiction, without the necessity of posting bond in connection therewith.

7.5 If BUSINESS ASSOCIATE creates, receives, maintains, transmits or otherwise uses or discloses PHI for or on behalf of any affiliate of COVERED ENTITY, such affiliate shall be deemed an express third party beneficiary of this BAA, with full right to enforce this BAA as though a signatory hereto, and all references to COVERED ENTITY under this BAA shall be construed to include such affiliate. If BUSINESS ASSOCIATE provides services or enters into the Agreement through an affiliate, such affiliate shall be deemed directly bound by and subject to this BAA, and all references to BUSINESS ASSOCIATE under this BAA shall be construed to include such affiliate. Except as set forth in this paragraph, there are no third party beneficiaries to this BAA. Without limiting the foregoing, nothing contained in this BAA is intended or shall be construed to give rise to any right, claim or cause of action, contractual or otherwise, by or on behalf of any individual.

7.6 If BUSINESS ASSOCIATE provides application or data processing, hosting, storage or similar services to COVERED ENTITY, including software as a service (SaaS), cloud computing, or cloud storage, the obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY with respect to PHI under this BAA shall apply to all financial, business, accounting, technical, creative, human resources and other data created, received, maintained, transmitted or otherwise accessed, used or disclosed by BUSINESS ASSOCIATE for or on behalf of COVERED ENTITY, and such data shall be deemed included in the definition of "PHI" for such purpose.

7.7 The parties agree to amend this BAA as necessary to comply with the HIPAA Rules and other applicable law. Any amendment to this BAA, or waiver of any provision or breach hereof, must be in writing and signed by an authorized representative of each party. No rights or obligations shall be waived by any act, omission or knowledge of a party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

7.8 This BAA supplements the Agreement and is enforceable standing alone or as an amendment thereto. A breach of this BAA also shall be deemed a breach of the Agreement. A party's obligations, rights and remedies under this BAA shall not be subject to, and are expressly excluded from, any and all limitations on liability, limitations of remedy and disclaimers set forth in the Agreement. In the event of any conflict between this BAA and the Agreement, the provisions of this BAA shall control.

7.9 Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules. If any provision of this BAA is determined to be invalid or unenforceable under applicable law, the provision shall be amended and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this BAA if such amendment is not feasible, and the remaining provisions of this BAA shall continue in full force and effect. The captions in this BAA are for reference purposes only and shall not affect the meaning or interpretation of this BAA. The term "including" means

“including without limitation.” The terms “herein,” “hereunder,” “hereto” and “hereof” refer to this BAA as a whole rather than to any particular section.

7.10 This BAA sets forth the entire agreement of COVERED ENTITY and BUSINESS ASSOCIATE and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, concerning the subject matter hereof. Without limiting the foregoing, this BAA expressly amends, replaces and supersedes any prior Business Associate Agreements in effect between COVERED ENTITY and BUSINESS ASSOCIATE.

This space intentionally left blank.

Signature pages to follow.

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City

this 20TH day of JUNE, 2023.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K Simpson
CITY CLERK



David Holt

APPROVED by SSM Health Care of Oklahoma, Inc., owning and operating SSM Health St. Anthony Hospital – Oklahoma City, Oklahoma City, Oklahoma, this _____ day of _____, 2023.

SSM HEALTH CARE OF OKLAHOMA,
INC., Owning and Operating SSM HEALTH
ST. ANTHONY HOSPITAL –
OKLAHOMA CITY

DocuSigned by:

Tammy Powell

TAMMY POWELL
PRESIDENT

SSM HEALTH CARE OF OKLAHOMA,
INC., Owning and Operating SSM HEALTH
ST. ANTHONY HOSPITAL –
OKLAHOMA CITY

REVIEWED as to form and legality.

Richard E. Mahoney
Assistant Municipal Counselor

SSMHC SELF-INSURANCE PLAN COVERAGE CERTIFICATE

This is to certify that the coverage provided by the SSMHC Self-Insurance Plan, as described below, subject to all of the exclusions, conditions and provisions of the SSMHC Self-Insurance Plan, is in force for the period shown.

1. Certificate Holder: The City of Oklahoma City
420 West Main, Suite 110
Oklahoma City, OK 73102

2. Time and Date on which coverage begins: 12:01 a.m., July 20, 2022

3. Time and Date on which coverage ends: 12:01 a.m., July 20, 2023

4. Covered Persons: St. Anthony Hospital
1000 N. Lee St.
P.O. Box 205
Oklahoma City, OK 73101

and the City of Oklahoma City, as covered persons, as their interest appears, as respects the Occupational Health Clinic agreement on file for 1110 N. Classen, Suite 205B, Oklahoma City, OK. Coverage is effective 12:01am July 1, 2023.

5. Type of Coverage and Minimum Limits of Liability:

Professional Liability - \$1,000,000 per Occurrence
General Liability - \$1,000,000 per Occurrence

6. If coverage will be terminated before the expiration date set forth above, SSMHC will attempt to notify Certificate Holder within thirty (30) days of termination. Coverage is subject to all the conditions, exclusions and provisions of the SSMHC Self-Insurance Plan, all of which are not set forth in this certificate. In the event of any conflict between this Coverage Certificate and the conditions, exclusions and provisions of the SSMHC Self-Insured Plan, the conditions, exclusions and provisions of the SSMHC Self-Insurance Plan shall prevail.

This certificate is executed on 06/16/2023.

Connie J. Frambers

Plan Representative
SSMHC Self-Insurance Plan

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Tammy Powell President
Type Name of Authorized Agent/Representative Title

Signature

SSM Health St. Anthony Hospital

Company Name

1000 N. Lee Avenue, OKC OK 73102

Address

Zip Code

405-272-7275

Telephone Number and Fax Number, if any

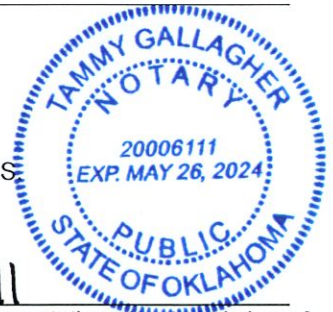
TO BE COMPLETED BY THE NOTARY:

State of * OKLAHOMA

County of * LOGAN

[*State and County where notarized must be written in for bid/proposal to be considered.]

SS



Signed and sworn to before me on this 16th day of June, 2023 by Tammy Powell
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 20006111
[Oklahoma]

My Commission Expires: May 26, 2024
[Date/Year]

Tammy Gallagher
Type Name of Notary Public
Tammy Gallagher
Signature of Notary Public
[49 Okla. Stat. 2011 §119]

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;


b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD

Sign Here **X**

Signature of Individual



President

Title

Tammy Powell

Printed Name of Individual

SSM Health St. Anthony Hospital

Company Name and Address

1000 N. Lee Avenue, OKC OK 73102

Zip Code

405-272-7275

Telephone Number and Fax Number if any