

## **Ultrasound Services Agreement**

THIS AGREEMENT for the provision of ultrasound equipment and services ("Agreement") is made and entered onto on the day last appearing with the signatures below, by and between Western Ok Sono LLC and Clinton Regional Hospital.

WHEREAS, Clinton Regional Hospital desires to provide certain ultrasound services to its patients by way of a contract with Western OK Sono on an as needed basis; and

WHEREAS, Western OK Sono is in the business of providing ultrasound services; and

WHEREAS, the parties are desirous of entering into an Agreement for such purpose;

NOW THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

**General Services.** Western OK Sono shall provide such technical services to Clinton Regional Hospital for the benefit of the patients as may be requested by Clinton Regional Hospital and accepted by Western OK Sono. The places where such services are to be rendered by Western OK Sono are identified on schedule A, attached hereto.

**Modalities.** The modalities expected to be performed by Western OK Sono and the price for each are identified on Schedule B.

**Equipment.** Clinton Regional Hospital shall provide all necessary ultrasound and support equipment for the scheduled procedures, which it accepts. Clinton Regional Hospital's equipment will be in good working order and able to provide ultrasound services with sufficient speed and accuracy. All Clinton Regionals equipment shall meet or exceed all standards of operation, maintenance and safety required by federal, state, and local government agencies, as well as the hospital, surgical treatment center or other medical facility at which the services are performed. All maintenance, equipment, insurance, transportation, setup, and removal of the equipment shall be at Clinton Regional Hospitals sole cost and expense and is provided as a part of this Agreement.

**Personnel.** Western OK Sono shall provide all necessary personnel to operate the ultrasound equipment and provide the product below. Western OK Sono technologists shall be licensed and/or certified in accordance with federal, state, and local law and shall be appropriately trained and experienced so as to provide the product in a timely and efficient manner. Western OK Sono, its agents and employees, shall be subject to the drug free and smoke free workplace policies of any hospital, surgical treatment center, or other medical facility where Western OK Sono shall perform its services.

**Product Delivered.** The product to be delivered by Western Ok Sono to Clinton Regional Hospital is a clear, readable, and accurate ultrasound exam. Western OK Sono is not required to provide medical interpretation of its reports, over reading services, duplicate copies, nor detailed, written interpretations of its ultrasound report.

**Documentation and Medical Records.** Western OK Sono shall document each ultrasound test in accordance with generally accepted ultrasound testing standards and in conformance with the protocols and policies of the hospital, ambulatory surgical center, or other medical facility as identified on schedule A, where Western OK Sono performs its ultrasound services for patients.

**Confidentiality.** Western Ok Sono will comply with all federal, state, and local laws, rules and regulations pertaining to the confidentiality of any medical information which it obtains in providing its services herein. Western Ok Sono will further comply with the protocols and rules regarding patient confidentiality as may be published by the hospital, ambulatory surgical center, or other medical facility at which Western OK Sono actually performs its services. All ultrasound records of patients tested by Western OK Sono or utilizing the ultrasound services of Western OK Son shall be delivered to the appropriate personnel at the hospital, ambulatory surgical center or other medical facility and shall not be copied or removed from such facility by Western OK Sono employees. Western Ok Sono, its agents and employees, shall take all reasonable means to protect from unauthorized disclosure the confidential patient information which it has received.

**The Testing Location.** Western OK Sono shall not be responsible to perform its services under this agreement unless and until the facility provides adequate space, electrical power, lighting, and furniture necessary for Western Ok Sono to perform its services.

**Payment for Western Ok Sono Services.** Western OK Sono shall bill Clinton Regional Hospital for its services rendered herein. Clinton Regional Hospital shall pay Western OK Sono in full for the services within the pay period serviced.

**Fee Schedule.** Procedures performed by Western OK Sono shall be paid a sum in accordance with schedule B, attached hereto. Western OK Sono shall have the right, effective on each anniversary of the commencement date specified on the day last appearing with the signature below (or within sixty (60) days after such anniversary date), to increase the amount of all fees as being on a per procedure, provided that any such increase shall not exceed 10% of the then effective rate in any year.

**Length of Contract.** This Agreement shall remain in full force and effect until terminated or cancelled by either party and no cancellation or termination shall be effective unless and until either party shall give thirty (30) days written notice to the other, prior to the effective date of termination, which the notifying party shall therein designate. Such notice of termination may include the termination of this entire Agreement, which the notifying party shall therein designate. **Automatic Termination.** If either party enters bankruptcy, takes an assignment for the benefit of creditors, becomes subject to a receivership or is otherwise reasonably deemed insolvent, then this Agreement shall terminate immediately.

**Insurance.** Western OK Sono shall at its sole cost and expense maintain such professional and comprehensive general liability insurance covering its liability for personal injury and property damage in the conduct of its business herein in the minimum amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate. Such insurance shall be kept in effect throughout the duration of this Agreement and for sufficient time thereafter to provide coverage for any liability which may arise as a result of the performance of Western OK Sono services hereunder. **Contractual Relationship.** Each of the parties of this contract is an unrelated corporation, which performs its services by way of its employees and agents. No employee of either corporation shall perform any work for the other corporation. The employees of each corporation are its own employees and shall make no claim against the other corporation for unemployment taxes, unemployment benefits, workers compensations taxes, workers compensation benefits, employee tax withholdings or any employment benefits of the other corporation. **Miscellaneous Provisions. Governing Law.** This Agreement shall be governed by the applicable laws and regulations of the State of Oklahoma.

Waiver. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any further breach hereof. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, then the invalidity, illegality, or unenforceability of such specific provision herein shall not be held to invalidate any other provision herein which other provisions shall remain in force and effect unless the removal of the invalid, illegal, or unenforceable provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be null and void.

Notices. All notices made hereunder shall be in writing and made through the United States Mail. Notice to Western OK Sono shall be sent to:

Western Ok Sono

23914 E 1048 PL

Weatherford OK

Notice sent to Clinton Regional Hospital shall be sent to:

ADDRESS:

The parties hereto covenant that they will perform their services herein without regard to race, color, creed, national origin, handicap, or gender and will conform with all applicable federal and state laws and regulations in regard thereto.

Amendment. This Agreement may not be amended or modified in any way except in writing and executed by both parties hereto.

Assignment. This Agreement may not be assigned by either party without the express written agreement by the other party hereto.

Merger Clause. This Agreement and all exhibits incorporated herein supersede all previous contracts, letters, of intent or other writings, and all oral representatives made heretofore, and constitutes the entire Agreement between Western OK Sono and Clinton Regional Hospital.

Corporate Authority. Both parties represent that they are corporations in good standing and that the officer signing this Agreement below has full authority of said corporation to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives.

Western OK Sono, LLC

By: 

(Signature)

Shay Payne \_\_\_\_\_

(Printed Name)

Date: 11/22/2023

Clinton Regional Hospital

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

Date: \_\_\_\_\_

SCHEDULE A

Location: Clinton Regional Hospital

Western OK Sono \_\_\_\_\_

Clinton Regional Hospital \_\_\_\_\_

ULTRASOUND EXAMS

SCHEDULE B

Exam	CPT	Fee\$
Abdomen Complete	76700	200.00
Abdomen Limited	76705	150.00
Abdomen Retroperitoneal	76770	150.00
Scrotum and Contents	76870	150.00
Thyroid	76536	150.00
Renal Artery Imaging	93976	200.00
Carotid Artery	93880	200.00
Venous Doppler LE RT or LT	93971,93972	200.00
Venous Doppler UE RT or LT	93971,93970	200.00
Arterial Doppler UE RT or LT	93931, 93930	200.00
Arterial Doppler LE RT or LT	93925,93926	200.00
Aorta	76775	200.00
Echocardiogram Complete	93306	300.00

