RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH SYMPHONY DIAGNOSTIC SERVICES NO. 1, INC. D/B/A MOBILEXUSA FOR PORTABLE X-RAY, CARDIAC AND ULTRASOUND SERVICES FOR INMATES IN THE SARPY COUNTY JAIL

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a contract with Symphony Diagnostic Services No. 1, Inc. D/B/A MobilexUSA ("MobilexUSA") to provide portable x-ray, cardiac, and ultrasound services for inmates in the Sarpy County Jail, as described in the attached agreement; and,

WHEREAS, MobilexUSA has the required qualifications and experience to provide these services.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with MobilexUSA, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with MobilexUSA, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 24th day of May, 2016.

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Mobile X-Ray Services Agreement

Sarpy County Sheriff’s Office currently transports inmates to the hospital or doctor’s office for medical x-ray services. The facilities charge the County Medicaid rates. However, the Sheriff’s Office recommends using a mobile x-ray service which would eliminate labor costs of transporting inmates to the hospital or doctor’s office and removes the security risk of prisoner transportation outside of the jail. These rates are slightly higher than a traditional office visit Medicaid rate. The proposed agreement with MobilexUSA has an x-ray rate of $50, compared to current Medicaid rates ranging from approximately $26 - $47.

This agreement has been reviewed by Fiscal Administration and the Sheriff’s Office and approval is recommended. Please feel free to contact me with any questions.

May 18, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Capt. Shukis
Lt. Richards
Mike Jones
MOBILEXUSA PORTABLE DIAGNOSTIC SERVICES AGREEMENT

THIS PORTABLE DIAGNOSTIC SERVICES AGREEMENT (the “Agreement”) is made and entered into as of this 1st day of MAY, 2016 (“Commencement Date”), by and between Sarpy County Jail, a Correctional Facility (the “Facility”) located at 1208 Golden Gate Drive Papillion, NE 68046, and Symphony Diagnostic Services No. 1, Inc., a California corporation doing business as MobilexUSA (“MobilexUSA”).

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Services. MobilexUSA shall provide portable x-ray, cardiac, and ultrasound services to inmates of the Facility, only on the order of a state licensed healthcare provider. All orders must include the exams to be performed, the number of views to be taken, and the medical necessity of the exam. As the legal custodian of the patient’s medical records, Facility will obtain and store within each patient’s chart the signature of the practitioner who ordered that exam. Facility agrees to provide MobilexUSA with all required information and documentation for proper billing and/or related audits in a timely manner. All x-rays and ultrasounds will be interpreted by a state licensed and qualified Radiologist (the “Radiologist”). The Radiologist will dictate a report for each examination. MobilexUSA will promptly transcribe the full written report and electronically send and/or fax a copy to the Facility. MobilexUSA will perform cardiac services and upon request have an interpretive written report issued (“the Services”).

MobilexUSA shall provide portable diagnostic services, X-ray / EKG / Ultrasound from 8:00 a.m. to 7:00 p.m. 7 days per week if ordered by 5:00 p.m. All orders called in after 5 p.m. will be scheduled for the following work day. CORRECTIONAL agrees orders will not be performed after-hours. Routine exams will be completed and reported within 8 hours from time of order. STAT exams will be completed and reported within 6 hours from time of order. Turn Around Times are subject to inmate availability.

2. Payment. MobilexUSA will invoice Facility monthly for Services provided to all inmates according to the agreed upon fee schedule as outlined on Exhibit A.

Additionally, Facility will be invoiced monthly according to the agreed upon fee schedule as outlined on Exhibit A for the following non-covered services:

- Non-authorized services, as Facility is responsible for obtaining and providing to MobilexUSA all pre-authorizations required by immigrant naturalization services (“Insurance”) prior to MobilexUSA’s performance of an exam.
- Non-covered services such as lacking an inmate identification number.
Facility agrees to pay each MobilexUSA invoice in full within 30 days of the invoice date. MobilexUSA reserves the right to assess a late payment fee of 1% per month for past due invoices.

Facility and MobilexUSA shall comply with all applicable laws (including, without limitation, all Medicare and Medicaid statutes, regulations and manuals) and with all applicable agreements with, and policies of, other third party payers, in connection with Facility’s billing for services provided by MobilexUSA pursuant to this Agreement.

3. **Term.** The term of this Agreement shall be for a period of one (1) year beginning on the Commencement Date (“Initial Term”) and shall be automatically renewed for successive one (1) year terms (“Renewal Term”) unless written notice of termination is provided to the other party hereto at least 30 days prior to the expiration of the Initial Term of any Renewal Term. After the Initial Term, either party may terminate this Agreement with or without cause by giving the other party not less than thirty (30) days prior written notice. In the event that either party fails to perform its obligations hereunder, the other party may, but is not obligated to, terminate this Agreement upon thirty (30) days notice if such breach is not cured within fifteen (15) days of written notice thereof. During the 30 day notice periods set forth in this paragraph, MobilexUSA and Facility shall have the right of first negotiation for additional contract terms.

4. **Compliance with Laws.** MobilexUSA shall ensure that all services required of MobilexUSA hereunder are provided by qualified and appropriately licensed and/or certified personnel and in accordance with all applicable laws. MobilexUSA shall comply fully with Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975; and shall render services to Facility’s patients without discrimination due to gender, race, religion, color, national origin, handicapping condition, or age.

5. **Inspection of Books and Records.** As an independent contractor, MobilexUSA shall, in accordance with 42 U.S.C. §1395x(v)(1)(I) (Social Security Act §1861(v)(1)(I) and 42 C.F.R. Part 420, Subpart D §420.300 et seq., until the expiration of seven (7) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and to MobilexUSA’s books, documents and records (as such terms are defined in 42 C.F.R. § 420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.

In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by MobilexUSA under this Agreement are carried out by means of a subcontract with an organization related to MobilexUSA, and such related organization provides the services at a value or cost of $10,000 or more over a twelve-month period, then the subcontract between MobilexUSA and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any party hereto by virtue of this Agreement.
6. **Insurance.** MobilexUSA shall secure and maintain at all times during the term of this Agreement and any renewals or extensions hereof, professional and general liability insurance with a company with an A.M. best rating of not less than A-VI, with such coverages and in such amounts as are customarily carried by similar providers in the State where services are provided, provided that such coverage shall be in a minimum amount of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate, insuring MobilexUSA, its employees and agents for the services delivered by them hereunder. Upon request, a copy of a certificate of insurance shall be provided evidencing such coverage. Mobilex will be required to share a $1M auto liability coverage and statutory Worker’s Comp coverage for the extent of the contract.

7. **Independent Contractor.** MobilexUSA shall not be considered an employee or agent of Facility for any purpose and no partnership, joint venture or co-venture shall be created by virtue of this Agreement or the performance by MobilexUSA hereunder. The parties hereto are independent contractors, contracting with one another solely for the purposes set out herein. MobilexUSA acknowledges that as an independent contractor, neither MobilexUSA nor its employees or agents are covered under Facility’s Workers’ Compensation Insurance and are not entitled to any fringe benefits afforded to employees of Facility.

8. **Health Insurance Portability and Accountability Act.** MobilexUSA and Facility are covered entities (as defined in the 1996 Health Insurance Portability and Accountability Act (“HIPAA”) and the regulation promulgated thereunder) and therefore must be in compliance with all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.

9. **Standards of Conduct.** By signing this Agreement, Facility hereby acknowledges and understands that MobilexUSA has implemented a compliance program governing the conduct of all MobilexUSA Employees. Facility further acknowledges that it has received a copy of the Trident Our Code of Conduct (a copy of which is attached and referred to as (“Code”)) and will ensure that each of its employees who have any interactions with MobilexUSA receives a copy of the Code for reference.

10. **Exclusions from State and Federal Healthcare Programs.** MobilexUSA and Facility represent and warrant it has not been excluded from any Federal Healthcare Program, that no basis for such exclusion exists, and that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. MobilexUSA and Facility agree to notify each other immediately if it is subject to an inquiry, investigation, or final adverse action by a governmental agency, third-party payer, or intermediary as to the provision of services under this Agreement. MobilexUSA and Facility, at its sole discretion, shall have the right to terminate this Agreement immediately upon notice, by the other, of such an event.

11. **Confidentiality.** Neither MobilexUSA nor any of its staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Facility in writing, any patient or medical record information regarding Facility’s
patients. Additionally, MobilexUSA and all MobilexUSA staff shall comply with all Federal and State Laws and Regulations.

All documentation and records relating to Facility’s patients shall be and remain the sole property of Facility, subject to the patient’s rights in such records. Facility further covenants and warrants that it and its employees and agents shall at all times during the term of this Agreement and after expiration or termination of this Agreement, maintain the confidentiality of MobilexUSA’s operations, prices, rates, clients and patients, methods and any other information relative to MobilexUSA. Further, Facility shall not use such confidential information in any manner adverse to MobilexUSA’s or its patients’ interests.

12. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the state in which services are to be performed. This Agreement shall be interpreted in accordance with its plain meaning and not for or against any party hereto. All captions herein are for organizational purposes only and not intended to limit the meaning of anything herein or to have an independent legal meaning.

(b) Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payor, or any other Federal, State or Local Government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party’s rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10) day after said notice was given.

(c) Nothing herein shall require Facility to designate any minimum number of residents or patients for whom MobilexUSA shall provide services.

(d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Signed facsimile copies of this Agreement shall be legal, valid and binding upon the parties hereto.

(e) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement.
Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. The parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

(f) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party’s employees, or any other similar cause beyond the reasonable control of either party.

(g) Assignment. Neither party may assign or transfer, in whole or in part, this Agreement or any of its rights duties or obligations under this Agreement and MobilexUSA shall not subcontract any of its services hereunder without the prior written consent of the other party. Any such purported assignment or transfer of this Agreement, in whole or in part, without the other party’s consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

(j) The Parties understand and agree that based upon reasonable due diligence, knowledge and belief that the payment set forth in Exhibit A is (1) commercially reasonable, (2) consistent with fair market value, (3) not below cost.

(k) Residency Verification The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

(l) Tobacco Free Notice The use of tobacco is not permitted without the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.
13. **Notices.** All notices provided for or contemplated by this Agreement shall be in writing and shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

**If to Facility:**

Sarpy County Jail  
1208 Golden Gate Drive  
Papillion, NE 68046  
Attn: Captain

**Copy to:**

Sarpy County Clerk Office  
1210 Golden Gate Drive  
Papillion, NE 68046  
Attn: Purchasing / Contract Administrator

**If to MobilexUSA:**

Symphony Diagnostic Services No. 1, Inc.,  
d/b/a MobilexUSA  
6185 Huntley Road Suite Q  
Columbus, OH 43229  
Attn: Contract Administrator

**Copy to:**

MobilexUSA  
The Highlands, Building 300  
930 Ridgebrook Road  
Sparks, MD 21152  
Attn: Director of Provider Relations

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first written above.

**FACILITY**

Authorized Signature: [Signature]  
By: [Printed Name]  
Title: Chairman  
Date: 5/24/16

**SYMPHONY DIAGNOSTIC SERVICES NO. 1, INC. D/B/A MOBILEXUSA**

Authorized Signature: [Signature]  
By: [Printed Name]  
Title: [Title]  
Date: 5/18/16
Exhibit A

Payment / Flat Rate

Patients (X-ray/Cardiac):
MobilexUSA will invoice Facility for x-ray and cardiac services provided. MobilexUSA will invoice Facility monthly at a flat rate of $Fifty Dollars ($50.00) per exam.

Fee for services under this agreement may increase up to 3% on each successive renewal term in order to assure full compliance with applicable laws.

Patients (Ultrasound):
MobilexUSA will invoice Facility for ultrasound/echo services provided to all inmates according to the attached Flat Rate Fee Schedule (Exhibit B).

Fee for services under this agreement may increase up to 3% on each successive renewal term in order to assure full compliance with applicable laws.

Other Facility Invoiced Services:

MobilexUSA will invoice Facility for all non-covered services as outlined in Section 2 of this agreement. MobilexUSA will invoice Facility monthly the Flat Rate of the applicable service.
Exhibit B

Correctional Facilities Fee Schedule (IDTF Only)

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<tr>
<th>Proc</th>
<th>Description</th>
<th>Cost</th>
<th>US Category/Type</th>
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