

# PENDING APPROVAL

## BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE 2-1-2010 AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: N/A REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: Oklahoma County Social Services General Fund

FUND NUMBERS: 1001-6100

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION?  YES  NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 0

AGENDA ITEM READS AS FOLLOWS: Approval of agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and the Health Alliance for the Uninsured, Inc. (HAU) to receive reimbursement for medication and patient referral expense provided by the Oklahoma County Pharmacy to patients of free clinics approved by HAU. The amount received under this agreement is not to exceed \$18,000.00. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2010. Requested by Christi Jernigan, Director, Oklahoma County Social Services (TGA).

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

  
ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

N/A

**Please initial that document has been reviewed for privacy-protected or security information**

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK:  YES  N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

CHAIRMAN

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**Contract**  
**Between the Board of Oklahoma County Commissioners**  
**On behalf of Oklahoma County Social Services**  
**and**  
**The Health Alliance for the Uninsured, Inc.**

**This agreement is entered into between the Board of Oklahoma County Commissioners, on behalf of Oklahoma County Social Services, a political subdivision organized and existing under the laws of the State of Oklahoma, and the Health Alliance for the Uninsured, Inc. (HAU), having a notice address of 313 Northeast 50<sup>th</sup> Street, Suite 2, Oklahoma City, OK 73105-1830, attention Pam Cross.**

WHEREAS, the County is authorized by Oklahoma Statutes to provide support for indigent persons in Oklahoma County pursuant to Title 56, and elects to fulfill this need, in part, by providing pharmaceutical services at no charge to eligible indigent persons in Oklahoma County through the Oklahoma County Pharmacies located at 7401 Northeast 23<sup>rd</sup> Street, Oklahoma City, Oklahoma and at 222 Northwest 12<sup>th</sup> Street, Oklahoma City, Oklahoma, a division of the Department of Oklahoma County Social Services; and

WHEREAS, the mission of HAU is to improve access to health care for the uninsured in Oklahoma County through collaboration and coordination of existing and new resources; and

WHEREAS, the County desires to continue in its agreement with HAU for the purpose of accomplishing their mutual desire to expand health/medical care to be offered and available to persons in our community on the social and economic margins of our culture through collaborating together to provide medications to certain free clinics as identified by HAU; and

WHEREAS, Oklahoma County Pharmacy has a satellite pharmacy located at the Good Shepherd Ministries Ramirez Center located at 222 Northwest 12<sup>th</sup> Street in Oklahoma City, Oklahoma in close proximity to many of the free clinics; and

WHEREAS, HAU has agreed to provide funds to County for purposes of providing services as described herein to the free clinics as identified by HAU;

WHEREAS, both parties support the establishment of centralized pharmacy services for low-income, uninsured patients from free/charitable health clinics in Oklahoma County and for other low-income, uninsured individuals unable to obtain pharmaceuticals prescribed by other providers;

NOW, THEREFORE, in consideration of the mutual covenants and understandings hereinafter stated, the respective parties agree as follows:

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1. HAU agrees to:
  - A. Provide funding to County in an amount not to exceed \$18,000.00 (Eighteen Thousand Dollars), to be used for the purchase of medications to be provided to the clinics identified by HAU and patients' referral by those clinics. Funds are to be provided via a reimbursement process, whereby Oklahoma County will expend the funds and submit invoices supporting reports to HAU for reimbursement.
  - B. Identify clinics to participate in the free clinic medication provision program, and ensure their adherence to rules and regulations required for participation in the program.
  - C. Provide guidance as needed in terms of allocations of medications to be provided to the identified clinics.
  
2. Oklahoma County agrees to:
  - A. Allow the pharmacy at the Good Shepherd Ramirez Center to serve as a centralized point for certain free clinics to receive medications.
  - B. Provide intake staff and pharmacy staff for all services through the centralized pharmacy and provide eligibility staff for clients of the County Pharmacy satellite operation.
  - C. Submit invoices and supporting reports to HAU for reimbursement of funds expended as referenced in paragraph 1.A. of this agreement.
  - D. Purchase, receive, package, and provide manifests for pharmaceutical medications to be picked up by authorized personnel of the clinics identified by HAU.
  - E. Provide pharmacy services under this agreement in accordance with applicable laws and pharmacy standards of operation, including maintaining all required documentation and records, proper licensing, proper supervision of staff, proper handling and disposing of medication, and confidentiality.
  
3. It is mutually agreed:
  - A. This agreement is effective upon approval by the Board of Oklahoma County Commissioners and will terminate on June 30, 2010, or earlier upon a sixty (60) day notice provided in writing by either party.
  - B. Both parties will abide by state laws that relate to "pharmaceuticals" and "pharmacies."
  - C. The pharmacist and other staff employed by County are not agents or employees of HAU. Payment and filing of any withholdings, contributions, taxes, documents or returns, including,

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but not limited to, employee benefit program payments, Social Security, retirement, sick leave, vacation pay, disability, health and unemployment benefits are the responsibility of Oklahoma County. Oklahoma County hereby releases all other parties and shall protect, defend, indemnify, reimburse and hold harmless the other parties from and against any and all claims for the payment or filing of such items.

- D. Any and all liability associated with the pharmacy services provided under this agreement is retained by Oklahoma County and HAU does not have any liability for these pharmacy services.
- E. This is the entire agreement between the parties and may be modified or amended only by a written amendment signed by all parties.

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WITNESS THEREOF, the County and HAU have executed this Agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Health Alliance for the Uninsured

By: Pamela Cron

Date: Jan 14, 2010

Oklahoma County Department of  
Social Services

Christ Ferguson  
Director

1/19/2010  
Date

Board of County Commissioners  
Oklahoma County, Oklahoma

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
County Clerk

Approved this 20 day of January, 2010, as to form and legality.

[Signature]  
Assistant District Attorney

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FOR THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES FROM THE DISTRICT ATTORNEY AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES. IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL REQUESTS FOR ADVICE WILL BE RESPONDED TO IN WRITING. IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O.S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A "GOOD FAITH AND COURSE OF EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 1/19/2010

COUNTY DEPARTMENT MAKING REQUEST: Department of Oklahoma County Social Services

STATE, WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Approval as to form and legality of renewal of the cooperative agreement between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and the Health Alliance for the Uninsured, Inc. (HAU) to receive reimbursement for medication and patient referral expenses provided by the Oklahoma County Pharmacy to patients of free clinics approved by HAU. The amount received under this agreement is not to exceed \$18,000.00. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2010. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.

Handwritten signature of Christi Jernigan and printed name: CHRISTI JERNIGAN, COUNTY OFFICER

Vertical stamp: OKLAHOMA COUNTY DISTRICT ATTORNEY CIVIL DIVISION FILED JAN 21 11:51 AM

DATE RECEIVED BY DISTRICT ATTORNEY: 1/20/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED JAN 20 2009 CIVIL DIVISION DISTRICT ATTORNEY

Handwritten signature of David Prater and printed name: David Prater

Handwritten signature of John Jacobson