

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11008267 REQUISITION SHEET ATTACHED: X YES _____ N/A

NAME OF FUNDS: Oklahoma County Social Services

FUND NUMBERS: 1001-6100

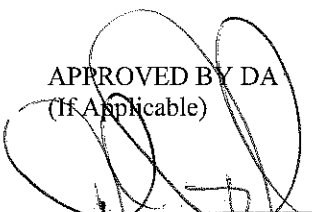
DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? ___ YES X NO

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 Oklahoma County Social Services and RPHS, Inc. to provide relief pharmacist services for the Oklahoma County Pharmacy. Amount payable under this contract is not to exceed \$15,000. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2011 Requested by Christi Jernigan, Director.

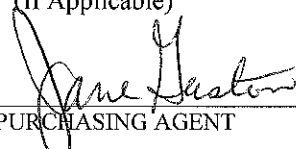
APPROVED BY DA
(If Applicable)


ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

7/12/2010
COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)


PURCHASING AGENT

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

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: RC 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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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: _____

COUNTY DEPARTMENT MAKING REQUEST: 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 agreement renewal between the Board of Oklahoma County Commissioners on behalf of Oklahoma County Social Services and RPHS, Inc. to provide relief pharmacist services for the Oklahoma County Pharmacy. Amount payable under this contract is not to exceed \$15,000. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2011 Requested by Christi Jernigan, Director.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.


COUNTY OFFICER

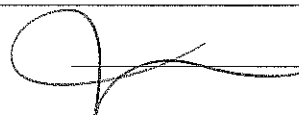


DATE RECEIVED BY DISTRICT ATTORNEY: 7/12/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
2010 JUL 13 A 11:10
STATE OF OKLAHOMA
OKLAHOMA COUNTY
CLERK

RECEIVED
JUL 12 2010
CIVIL DIVISION
DISTRICT ATTORNEY


David Prater

PENDING APPROVAL

CONTRACT FOR SERVICES

Between

THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

On Behalf of

**THE DEPARTMENT OF OKLAHOMA COUNTY SOCIAL SERVICES
(COUNTY PHARMACY)**

and

RPHS, INC.

RPHS, INC. of P.O. Box 520976, Tulsa, OK 74152, Herein referred to as "RPHS", hereby contracts with the Board of County Commissioners of Oklahoma County on behalf of OKLAHOMA COUNTY SOCIAL SERVICES (County Pharmacy) herein referred to as "COUNTY", agreeing to the terms and conditions of the contract made and entered into this

_____ day of _____, 20_____.

WHEREAS; The Board of County Commissioners is designated by State Statute 56 § 31 as overseers of the Poor; and

WHEREAS; RPHS is a specialist in providing licensed relief pharmacists for filling prescriptions and is licensed to practice in the State of Oklahoma;

WHEREAS; OKLAHOMA COUNTY has elected to contract with RPHS to provide relief pharmacist services on an "as needed" basis for the County Pharmacy;

In consideration of the mutual promises hereinafter set forth.

OKLAHOMA COUNTY and RPHS mutually agree to the following terms and conditions:

- 1)
 - (a) RPHS agrees to provide pharmaceutical services for clients of the County Pharmacy after clients have been determined eligible by COUNTY to receive said services.
 - (b) Such services shall be provided on an "on-call/as-needed" basis.
 - (c) All services offered pursuant to this agreement must be authorized by COUNTY prior to delivery of services.
 - (d) RPHS and its agents and employees agree to comply with all State and Federal laws and regulations that are applicable to the practice of pharmacy and to this agreement and that each pharmacist assigned to COUNTY under this agreement is, at time of service, in good standing with the Oklahoma State Board of Pharmacy.
- 2) RPHS understands that it acts as an independent contractor pursuant to this agreement, and not as an agent or employee of COUNTY, and as such is not entitled to any employee benefits such as annual or sick leave, medical or life insurance, retirement benefits, etc.
- 3) No official or employee of COUNTY shall receive any share of this agreement or any benefit that may arise there from.
- 4) RPHS will perform its work under this agreement as an independent contractor and agrees that COUNTY is to be free from all liability and damages resulting from its performance hereunder. RPHS agrees to maintain general liability and malpractice insurance to cover any work performed

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pursuant to this contract in at least an amount sufficient to protect COUNTY from any claims arising under the Governmental Tort Claims Act, 51 O.S. 151 et seq. (Twenty Five Thousand Dollars (\$25,000.00) for loss of property, One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for any other loss, One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence.)

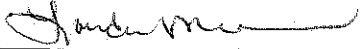
- 5) This agreement shall be effective from July 1, 2010 until June 30, 2011 unless terminated earlier as set forth in paragraph 7.
- 6) RPHS shall provide the above listed services to COUNTY on an "on-call/as-needed" basis; Payment for provision of pharmacist services shall not exceed Fifty-Eight Dollars (\$58.00) per hour, and payment for pharmacy technician or pharmacy clerk services shall not exceed Twenty Dollars (\$20.00) per hour. Total amount to be paid under this agreement is not to exceed Fifteen Thousand Dollars (\$15,000.00) over the term of the contract. If no pharmacists, pharmacy technicians, or pharmacy clerks are available in Oklahoma County, COUNTY will pay mileage in the amount of the IRS mileage reimbursement rate for a pharmacist, pharmacy technician, or pharmacy clerk to travel from place of residence to the County Pharmacy.
- 7) This contract may be terminated in the following ways:
 - (a) For cause immediately upon notice to the other party. Notice is to be provided by certified mail.
 - (b) For any other reason upon written notice to the other party at least thirty days prior to the date of termination. RPHS shall receive payment for services rendered up to date of termination on a pro-rated basis.
- 8) This agreement may only be amended or modified by a subsequent written agreement between the parties, and cannot be assigned without written permission of the other party.
- 9) This contract is null and void unless the Oklahoma County Clerk has encumbered the contract. Upon approval of this contract, a blanket purchase order number will be issued by Oklahoma County. It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within the limitation provided by Oklahoma law.

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RPHS, INC.

Address _____

Name of President _____


Signature of President _____

_____ Date

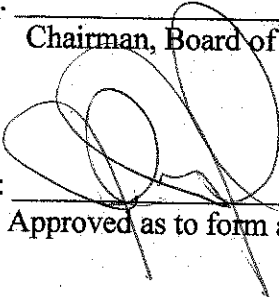
DEPARTMENT OF OKLAHOMA COUNTY SOCIAL SERVICES OF THE BOARD OF COUNTY COMMISSIONERS

BY: 
Christi Jernigan, Director _____

7/8/10
_____ Date

BY: _____
Chairman, Board of County Commissioners

_____ Date

BY: 
Approved as to form and legality _____

7/12/2010
_____ Date

Approved for the period of _____ Through _____

Approved (date): _____ Attest: _____ Date: _____

My Commission Expires: _____

THIS CONTRACT IS NULL AND VOID UNLESS THE AMOUNT OF THE CONTRACT HAS BEEN ENCUMBERED BY THE OKLAHOMA COUNTY CLERK, PURCHASE ORDER NUMBER _____ HAS BEEN ISSUED BY OKLAHOMA COUNTY.

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OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT
DATE PRINTED--: 06-23-2010

Requisition No--: 11008267
Requisition Type--: Purchase Requisition
Creation Date--: 06-23-2010
Description--: FY 10/11 BLANKET FOR RELIEF PHARMACIST

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	15,000	\$ 1.00	\$15,000.00	SERVICE.PROFESSIONAL
Item Description: NCC-BLANKET FOR RELIEF PHARMACIST FY 10/11				
Vendor:RPHS INC				Distribution: ...
Requisition Total:			\$15,000.00	

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____