

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: NA 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

Approval of agreement 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 related pharmaceutical 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 \$68,004.00. Agreement effective through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

APPROVED BY DA
(If Applicable)

 6/30/2010
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

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.

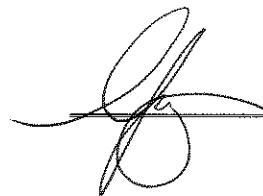
DATE OF REQUEST: _____

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 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 related pharmaceutical 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 \$68,004.00. Agreement effective through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.



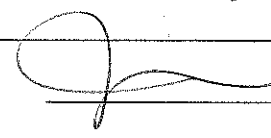
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/30/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
2010 JUN 30 P 4:00
SANDY ANN CAUDILL
COUNTY CLERK

RECEIVED
JUN 30 2010
CIVIL DIVISION
DISTRICT ATTORNEY



David Prater

PENDING APPROVAL

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 the Department 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 NE 50th 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 Pharmacy located at 7401 Northeast 23rd 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 (a) collaborating together to provide medications to certain free clinics as identified by HAU and (b) operating the satellite location for the Oklahoma County Pharmacy; and

WHEREAS, Oklahoma County Pharmacy has a satellite pharmacy located at the Good Shepherd Ministries Ramirez Center located at 222 Northwest 12th Street in Oklahoma City, Oklahoma; 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 \$68,004.00 (Sixty-Eight Thousand and Four 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 satellite pharmacy located within 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. Maintain all required documentation related to employment and the dispensation of pharmaceuticals.
 - D. Insure proper disposal of outdated or unusable pharmaceuticals.
 - E. Submit invoices and supporting reports to HAU for reimbursement of funds expended as referenced in paragraph 1.A. of this agreement.
 - F. The schedule of the frequency and dates of the pharmacy services will be mutually agreed upon by representatives of the Health Alliance for the Uninsured, Inc. and Oklahoma County.
 - G. Comply with policies and procedures related to patient confidentiality and security related to storage and access to pharmaceuticals.
 - H. Purchase, receive, package, and provide manifests for pharmaceutical medications to be picked up by authorized personnel of the clinics identified by HAU.
 - I. Insure that the pharmacist maintains records in compliance with Oklahoma pharmacy laws and regulations.
 - J. Insure that the pharmacist maintains confidentiality of all patient information.

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- K. Insure that the pharmacist maintains him or herself in a professional manner, interacting appropriately and respectfully.
 - L. Insure that the pharmacist provides appropriate supervision to staff, students or other volunteers assisting in the pharmacy.
3. It is mutually agreed:
- A. This agreement is effective from July 1, 2010 until June 30, 2011, 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. HAU will be provided a current copy of the license of the pharmacist and any other personnel who provide pharmacy services at The Ramirez Center.
 - D. The pharmacist and other staff employed by the County are not agents or employees of HAU. Payment and filing of any withholdings, contributions, taxes, documents or returns, including, 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.
 - E. 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.
 - F. This is the entire agreement between the parties and may be modified or amended only by a written amendment signed by all parties.

PENDING APPROVAL

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

APPROVED this _____ day of _____, 2010.

Health Alliance for the Uninsured

By: Bernice S. Cron

Date: June 18, 2010

Oklahoma County
Social Services

[Signature]
Director

6/22/10
Date

Board of County Commissioners
Oklahoma County, Oklahoma

Chairman

Date

Attest:

County Clerk

Approved this 30 day of June, 2010, as to form and legality.

[Signature]
Assistant District Attorney