

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

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

NAME OF FUNDS: Oklahoma County Social Services General Fund

FUND NUMBERS: 1001-6100

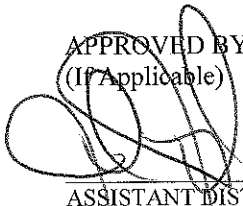
DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? ___ YES X NO

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

Approval as to form and legality of non-financial agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and Good Shepherd Ministries to continue co-location of the downtown pharmacy operation in the Good Shepherd facility located at 222 Northwest 12th Street in Oklahoma City, Oklahoma. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

APPROVED BY DA
(If Applicable)

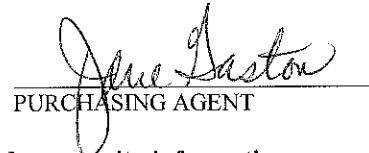
 7/30/2010

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: 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 non-financial agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and Good Shepherd Ministries to continue co-location of the downtown pharmacy operation in the Good Shepherd facility located at 222 Northwest 12th Street in Oklahoma City, Oklahoma. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.

Christi Jernigan
COUNTY OFFICER
2010 AUG 1 P 1:13
STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDS DEPARTMENT

DATE RECEIVED BY DISTRICT ATTORNEY: 7/30/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUL 30 2010
CIVIL DIVISION
DISTRICT ATTORNEY

David Prater
David Prater

PENDING APPROVAL

MEMORANDUM OF AGREEMENT

**Between the Board of Oklahoma County Commissioners
On behalf of the Oklahoma County Social Services
and
Good Shepherd Ministries**

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 Good Shepherd Ministries, having a notice address of 222 Northwest 12th Street in Oklahoma City, Oklahoma, attention Cathy Manuel.

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 23rd Street and 222 Northwest 12th Street, Oklahoma City, Oklahoma, and

WHEREAS, Oklahoma County recognizes the importance of improving 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 collaboration with Good Shepherd Ministries 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

WHEREAS, Good Shepherd Ministries agrees to continue to provide appropriate and secure space for this purpose at the Good Shepherd Ministries Ramirez Center located at 222 Northwest 12th Street in Oklahoma City, Oklahoma;

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

1. Good Shepherd Ministries agrees to:
 - A. Continue to provide the pharmacy space currently occupied by the Oklahoma County Pharmacy, without rent or other cost to Oklahoma County, at the Good Shepherd Ministries Ramirez Center, 222 N.W. 12th Street, Oklahoma City, Oklahoma for pharmacy service provision to persons in our community of low income in need of such care.
 - B. Ensure the space provided is adequately secure and has appropriate heating, cooling, plumbing and maintenance for the purposes identified in this agreement.

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2. Oklahoma County agrees to:

- A. Continue operation of the pharmacy at the Good Shepherd Ramirez Center.
- B. Provide a licensed pharmacist employed by Oklahoma County to fulfill the pharmacist requirements under this agreement, to practice in the pharmacy for up to twenty-four hours per week as agreed upon between the County and Good Shepherd Ministries.
- C. Provide intake staff and eligibility staff for clients of the County Pharmacy satellite operation.
- D. The schedule of the frequency and dates of the pharmacy services will be mutually agreed upon by representatives of Good Shepherd Ministries and Oklahoma County.
- E. Comply with policies and procedures related to patient confidentiality and security related to storage and access to pharmaceuticals, insure that the pharmacist maintains records in compliance with Oklahoma pharmacy laws and regulations, insure that the pharmacist maintains confidentiality of all patient information, and insure that the pharmacist provides appropriate supervision to staff, students or other volunteers assisting in the pharmacy.
- F. Insure that the pharmacist maintains him or herself in a professional manner, interacting appropriately and respectfully.

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. Good Shepherd Ministries 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 Good Shepherd Ministries. 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 Good Shepherd Ministries 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 Good Shepherd Ministries have executed this Agreement.

APPROVED this 19th day of July, 2010.

Good Shepherd Ministries

By: James D. Steber Date: July 19, 2010
President, Board of Directors

Oklahoma County Social Services

[Signature] 7/29/10
Director Date

Board of County Commissioners
Oklahoma County, Oklahoma

Chairman Date

Attest:

County Clerk

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

[Signature]
Assistant District Attorney