

**OKLAHOMA COUNTY, OKLAHOMA  
OKLAHOMA CITY-COUNTY BOARD OF HEALTH**

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**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN OKLAHOMA CITY-COUNTY BOARD OF HEALTH, ACTING BY AND THROUGH THE OKLAHOMA CITY-COUNTY HEALTH DEPARTMENT, HEREINAFTER KNOWN JOINTLY AS THE "DEPARTMENT," AND OKLAHOMA COUNTY, HEREINAFTER KNOWN AS THE "PARTNER."**

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MOU effective as of the 1<sup>st</sup> day of July 2026

Between the: Oklahoma City-County Board of Health,  
acting by and through the Oklahoma City-County  
Health Department  
2600 N.E. 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73111

on behalf of: Emergency Preparedness Program  
Contact Person: Blaine Bolding, Deputy Chief Executive Officer  
Telephone Number: (405) 425-4044  
Email: [blaine\\_bolding@occhd.org](mailto:blaine_bolding@occhd.org)

**PARTNER:** Oklahoma County Emergency Management  
Address: 320 Robert S. Kerr  
Oklahoma City, Oklahoma 73102

Contact Person: David K. Barnes, Emergency Management Director  
Telephone Number: (405) 596-3069  
Email: [dbarnes@oklahomacounty.org](mailto:dbarnes@oklahomacounty.org)

The purpose of this MOU is to establish a collaborative effort between Oklahoma City-County Health Department (OCCHD) and the Partner in the event of a public health emergency whereby appropriate medications are dispensed in a timely manner.

This MOU is a renewal.

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**THE DEPARTMENT AND THE PARTNER AGREE AS SET FORTH BELOW**

Standard contract consisting of 7 pages

**ARTICLE I  
SCOPE OF SERVICES**

**PARTNER AGREES TO:**

1. Provide facilities, as deemed available by the Partner, to accommodate the Department in dispensing appropriate medications at individual or multiple facilities that may include, but are not limited to, locations at: the Oklahoma County Annex Building, 320 Robert S. Kerr; all three (3) Commissioner District Highway Offices, located respectively at: 7321 N.E. 23<sup>rd</sup>, 7105 S. Anderson Road, 11500 N. Hudson; Social Services Office, 7401 N.E. 23<sup>rd</sup> and the Oklahoma County Election Board offices located at 4201 N. Lincoln. These facilities may be provided by the Partner, at the Partner's sole discretion. The Partner, through their contact person as set out on page 1, shall be responsible for scheduling the dates and times each facility will be available for the dispensing of appropriate medications pursuant to this MOU.
2. Provide contact information for Push Partner Coordinator and backup Coordinator.
3. Provide a plan for receiving, transporting, dispensing, and returning unused medications.
4. Participate in appropriate exercises (drills), and provide an approximate number of employees, sub-contractors, clients, and associates, as available, who will participate in any declared emergency.
5. Push Partner Coordinator and Backup Coordinator to be trained in Incident Command System (ICS) 100, and National Incident Management Systems (NIMS) 700.

**DEPARTMENT AGREES TO:**

1. Provide training and assistance in the development of their plan.
2. Notify the Partner as to time and place to pick up and return unused medications in the event of a public health emergency.
3. Communicate with Partner regarding end of event processes such as documentation related to materials utilized and any surplus materials and the disposition of surplus materials.

The Push Partner Program will be activated as follows by the Department:

1. The Department will identify, by syndromic surveillance and hospital reporting,

a public health emergency.

2. The Department will issue an Official Public Health Emergency Announcement for Oklahoma County in coordination with Oklahoma State Department of Health.
3. The Department will notify all Push Partners Contact Person via recall and email distribution of the declaration of a Public Health Emergency/
4. The Department will provide instructions to their Push Partners regarding medication pick-up time and location, what the Push Partners need to bring to the pick-up location, and public POD activation.
5. Once Push Partners have been notified of a public health emergency, the Push Partners will be responsible for activating their individual POD's personnel, security personnel, and request volunteers as they deem needed from the Oklahoma Medical Reserve Corps (OKMRC) through the Department.
6. Push Partners will open facilities for dispensing appropriate medications to Oklahoma County offices and their employees, court employees, and immediate family members, but such locations shall be closed to the public.
7. Push Partners will maintain contact with the Department as necessary and requested.
8. Push Partners will deactivate their PODs and notify the Department when the operation has closed.
9. Push Partners will return registration forms and any unused medications to the Department at the time and place requested by the Department.

## **ARTICLE 2 ALLOWABLE COST AND PAYMENT**

All costs, except as stated above, incurred by each party pertaining to this contract shall be borne by each party.

### **ARTICLE 3 CONFIDENTIALITY**

As per this MOU and other applicable local, state, and federal laws, both parties agree to protect and maintain the confidentiality of the clients and the confidential status of their records.

Any and all information received from any and all patients or clients shall be confidential and privileged and shall not be released without the express written consent of the patient, by court order or by such other method allowed by law. All information shall be presumed to be privileged and it shall be presumed that each and every patient and client has exercised that privilege against disclosure of such information.

### **ARTICLE 4 POLICIES AND PROCEDURES**

Each party hereto agrees to make available to the other party any rules, practices, and policies of each which are applicable to this contract. Each party shall comply with the rules, practices, and policies of the other in all activities and relationships with the other's personnel and clients.

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this agreement. The parties represent that all services are provided and affirmative action to employ and advance in employment individuals is taken without discrimination on the basis of race, color, religion, national origin, sex, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

### **ARTICLE 5 LIABILITY**

This MOU, and the rights and responsibilities of the Department hereunder, are subject to all applicable provisions and limitations of Oklahoma law, including, but not limited to, the Governmental Tort Claims Act (51 O.S. 151 et seq.) and the Department's liability for the negligent acts or omissions of its employees, agents, and contractors will be determined in accordance herewith.

**ARTICLE 6  
SPECIAL PROVISIONS**

The parties hereto agree that no official or employee of either shall receive any money or other gratuity as a result of the MOU or any benefit which may arise therefrom.

Each party agrees to comply with all local, state, and federal laws and regulations that are applicable to this MOU.

This entire MOU shall be in accordance with the laws of the State of Oklahoma and represents the entire agreement between the parties.

**ARTICLE 7  
AMENDMENT**

This MOU is subject to amendment at any time, but only upon fully disclosed written consent and approval by both parties.

**ARTICLE 8  
CONTRACT PERIOD**

This MOU shall commence on 1 July 2026 and shall terminate on 30 June 2031. The contract is renewable for an additional five (5) years upon approval of both parties.

It is agreed that either party may terminate this MOU at any time for any reason after giving the other a thirty (30) day written notice of termination. It is further agreed that either party may terminate this MOU immediately if the other fails to provide services in accordance with this MOU or in any way breaches any of the provisions of the MOU or if the other violates local, state, or federal laws.

**ARTICLE 9  
LEGAL AUTHORITY**

It is expressly understood that the Department is a governmental entity of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S. (Supp. 2026), Section 1500 et seq. and 62 O.S. (Supp. 2026), Section 430.1, and pursuant to the Operating Agreement effective 1 July 1988 and amendments thereto dated 1 July 1996 and 12 January 2005, entered into by the City of Oklahoma City, the County Commissioners of Oklahoma County, and the Board of Health of Oklahoma County to provide for the operation of the Department.

**ARTICLE 10  
PREP ACT**

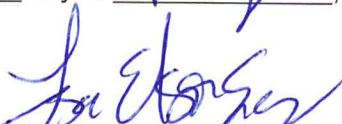
For purposes of this MOU, the Department intends to request activation of Provider's Closed POD only after a declaration under the Public Readiness and Emergency Preparedness (PREP) Act, 42 U.S.C. §247d-6d, that provides that the planned medical countermeasures for the Closed POD event(s) are "covered countermeasures" under the PREP Act. After a declaration under the PREP Act, immunity under state and federal law will extend to all "covered persons" associated with the Closed POD event(s), including the Department and Partner, involved in dispensing, distributing, and administering countermeasures under 42 U.S.C. §247d-6d.

**ARTICLE 11  
DEBARMENT, SUSPENSION**

By signing this MOU, the Partner represents and warrants that to the best of its knowledge, no employee or any of its Principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.
2. Have within a three (3) year period of this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property.
3. Have, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal, state or local entity.
4. Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

APPROVED as to form and legality this 27 day of May, 2026.

  
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Assistant District Attorney



#362

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES 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 RESPONSES TO REQUESTS FOR ADVICE WILL BE 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 THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

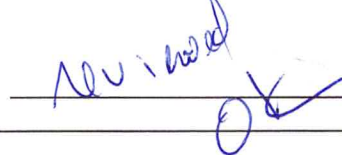
**DATE OF REQUEST:** 5 / 22 / 26 . **COUNTY DEPARTMENT MAKING REQUEST:**  
Emergency Management

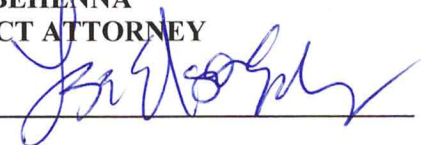
**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:** *Please review as to form and legality the attached "Push Partner" Memorandum of Understanding between Oklahoma County and the Oklahoma City-County Board of Health. A copy of the previous annual agreement is attached.*

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
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COUNTY OFFICER

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**DATE RECEIVED BY DISTRICT ATTORNEY**

\_\_\_\_\_  
**REPLY BY DISTRICT ATTORNEY:**   
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\_\_\_\_\_

VICKI BEHENNA  
DISTRICT ATTORNEY  
By: 

**RECEIVED**  
**MAY 22 2026**  
CIVIL DIVISION  
DISTRICT ATTORNEY