

Termination of Agreement
Between the Board of Oklahoma County Commissioners
On behalf of the Social Services Department
And the Health Alliance for the Uninsured, Inc.

The Board of Oklahoma County Commissioners, on behalf of the Social Services Department, hereby gives notice of early termination of the agreement with the Health Alliance for the Uninsured under the provisions of 3.A. of the agreement. The agreement will terminate on October 31, 2024.

Approved this ____ day of September, 2024.

Health Alliance for the Uninsured

Jeanean Yanish Jones

Date 9/27/2024

Oklahoma County Social Services

Quil Marshall

Date 8/30/24

Oklahoma County Commissioners

Date _____

Attest:

Date _____

Oklahoma County Clerk

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 3000 United Founders Blvd, Suite 244, Oklahoma City, OK 73112-3961, attention Jeanean Yanish, PhD, CFRE.

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 5905 N. Classen Court, Suite 302, 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.

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 provision of 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:

1. HAU agrees to:

- A. Provide funding to County in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), to be used for the purchase of medications to be provided to the clinics identified by HAU. Funds are to be provided via a reimbursement process, whereby Oklahoma County will expend the funds and submit invoices to HAU for reimbursement.**
- B. Identify clinics to participate in the free clinic medication provision program, determine clinic allocations, and ensure their adherence to rules and regulations required for participation in the program.**
- C. HAU agrees to adhere to all State and Federal Laws, Rules and Regulations that apply to the operation of said identified clinics.**

2. Oklahoma County agrees to:

- A. Provide intake staff and pharmacy staff for all services through the pharmacy and provide eligibility staff for clients of the County Pharmacy.**
- B. Maintain all required documentation related to dispensed pharmaceuticals.**
- C. Submit invoices to HAU for reimbursement of funds expended as referenced in paragraph 1.A. of this agreement.**
- D. Comply with policies and procedures related to patient confidentiality and security related to storage and access to pharmaceuticals.**
- E. Purchase, receive, package requested medications and provide invoices for medications to be picked up by authorized personnel of the clinics identified by HAU.**
- F. Insure that the pharmacist maintains records in compliance with Oklahoma pharmacy laws and regulations.**
- G. Insure that the pharmacist maintains confidentiality of all patient information.**
- H. 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, 2024 until June 30, 2025, or earlier upon a thirty (30) day notice/or for cause immediately upon notice to the other party provided in writing by either party.**
- B. Both parties will abide by State and Federal Laws that relate to "pharmaceuticals" and "pharmacies."**
- C. 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.**
- 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.**

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

APPROVED this 13 day of June, 2024.

Health Alliance for the Uninsured

By: Jeanette Yarish Date: 6/13/2024

Oklahoma County
Social Services

Christ Marshall
Director

6/17/24
Date

Board of County Commissioners
Oklahoma County, Oklahoma

Brian Manghan
Chairman

06-26-2024
Date

Attest:

Manina Just
County Clerk



Approved this 18 day of June, 2024, as to form and legality.

[Signature]
District Attorney

County Request No. 456

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/14/2024 Department: Social Services

State the nature of the legal request: _____

Approval as to form and legality of renewal of the cooperative agreement between BOCC on behalf 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 approve by HAU. Amount received is not to exceed \$35,000.00.

Agreement effective July 1, 2024 to June 30, 2025 upon approval by BOCC. Requested by Christl Marshall, Director

RECEIVED

JUN 17 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Christl Marshall
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/17/24 *Ann Egan*
Assistant District Attorney