

Authority Request No. 426

**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: 6/11/2025 Department: Benefits and Retirement

State the nature of the legal request: Please review the attached agreement between Baughman Services, LLC. and Oklahoma County to be effective July 1, 2025, as to form and legality.

RECEIVED

JUN 12 2025

CIVIL DIVISION  
DISTRICT ATTORNEY

Jon Wilkerson  
Signature

Reply of District Attorney's Office: \_\_\_\_\_

Reviewed

Date of Reply: 6/12/25

Jan E. [Signature]  
Assistant District Attorney

**CONTRACT FOR SERVICES**  
Between  
**THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**  
On Behalf of  
**THE DEPARTMENT OF OKLAHOMA COUNTY BENEFITS**  
**(COUNTY PHARMACY)**  
and  
**RPHS, INC.**

Baughman Services, LLC dba RPHS, LLC of P.O. Box 535, Sand Springs, OK 74063, Herein referred to as "RPHS", hereby contracts with the Board of County Commissioners of Oklahoma County on behalf of OKLAHOMA COUNTY PHARMACY herein referred to as "COUNTY", agreeing to the terms and conditions of the contract made and entered into this

20<sup>th</sup> day of May, 2025.

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 the County Pharmacy.
  - (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 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, 2025 until June 30, 2026 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 Seventy-four Dollars (\$74.00) 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 Four Thousand Seven-hundred Thirty-six Dollars (\$4,736.00) 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.

RPHS, INC.

Box 535, Sand Springs, OK 74063  
Address

Karl Baughman  
Name of Owner

Karl Baughman  
Signature of Owner

5-20-25  
Date

DEPARTMENT OF OKLAHOMA COUNTY BENEFITS-PHARMACY  
OF THE BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Jon Wilkerson, Director

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Date

BY: [Signature]  
Approved as to form and legality

6/12/25  
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 15600547 HAS BEEN ISSUED  
BY OKLAHOMA COUNTY.



# CERTIFICATE OF LIABILITY INSURANCE

CUSTOMER NUMBER: 0100066419

DATE (MM/DD/YYYY)  
04/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PHARMACISTS MUTUAL INSURANCE GROUP 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370	CONTACT NAME PHONE (A/C, No, Ext): 800-247-5930 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED BAUGHMAN SERVICES LLC R.P.H.S. LLC 2811 N MCKINLEY AVE SAND SPRINGS OK 74063-6505	INSURER(S) AFFORDING COVERAGE INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY NAIC # 13714 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		VST 0005282 01	06/06/2025	06/06/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WATER LEGAL LIABILITY \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTIONS OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PHARMACY SERVICES PROFESSIONAL LIABILITY - CLAIMS MADE		PSP 0162240 02 Retro Date 05/06/2023	06/06/2025	06/06/2026	PER OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000 RX PRODUCTS Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Remarks for Location Schedule

CERTIFICATE HOLDER

CANCELLATION

FOR EVIDENCE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle Chaffey



ACORD 25 (2016/03)

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Bill To OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT SUITE 302 OKLAHOMA CITY, OK 73118	Requisition 12600347-00 FY 2026  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065sskarpit Status: Created
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Vendor RPHS INC PO BOX 520976  TULSA, OK 74152  Tel#918-584-0774 Fax 918-583-7747	Ship To OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT SUITE 302 OKLAHOMA CITY, OK 73118
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Deliver To  
 OK COUNTY SOCIAL SERVICES  
 5905 N CLASSEN CT  
 SUITE 302  
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/25	1000430				Social Services

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 Blanket - NOC - Relief Pharmacist FY2026 Blanket - NOC - Relief Pharmacist Services for FY2026	4736.00 EACH	1.00000	4736.00
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Ship To  
 OK COUNTY SOCIAL SERVICES  
 5905 N CLASSEN CT  
 SUITE 302  
 OKLAHOMA CITY, OK 73118

Deliver To  
 OK COUNTY SOCIAL SERVICES  
 5905 N CLASSEN CT  
 SUITE 302  
 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

4736.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account

Amount Remaining Budget