

ARPA SUBRECIPIENT AGREEMENT

BOARD OF OKLAHOMA COUNTY COMMISSIONERS

And

Health Alliance for the Uninsured (HAU)

THIS AGREEMENT is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and the Health Alliance for the Uninsured (HAU), herein referred to as SUBRECIPIENT, for the provision of ARPA funding for facilities managed by the SUBRECIPIENT.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act establishes a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) which allocates \$350 billion for state, local, and Tribal governments; and

WHEREAS, Oklahoma County accepted \$154 million American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this agreement is consistent with American Rescue Plan Act guidelines as laid out in the Final Rule which took effect on April 1, 2022; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
2. **Sub-awarding:** For the purposes of this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
 - a. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these funds per the funding requirements;

- b. The COUNTY received these funds from the federal government, and the COUNTY has the authority to sub-grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below; and
- c. The COUNTY has authority to disburse the funds under this agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not to exceed \$ 100,000.00.

The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term.

These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-forstate-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

3. **COUNTY Responsibilities:** The COUNTY will assume the following duties and responsibilities:
 - a. Follow established processes for reviewing eligibility of all projects receiving American Rescue Plan Act State and Local Fiscal Recovery Funds
 - b. Transfer funding to SUBRECIPIENT upon approval by COUNTY Board of County Commissioners and Budget Board
 - c. Submit reporting on SUBRECIPIENT projects to US Treasury, pending receipt of reporting information from SUBRECIPIENT
4. **SUBRECIPIENT Representatives:** Deborah Copeland
5. **SUBRECIPIENT Responsibilities:** The SUBRECIPIENT will assume the following duties and responsibilities:
 - a. Submit desired projects for consideration per process established by the County Policy and Governance Committee; However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible. further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
 - b. Comply with 2 CFR 200 (Uniform Guidance) for accounting standards and cost principles

- c. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including COUNTY and 2 CFR 200 standards relating to conflict of interest
 - d. Provide COUNTY with reporting information on ARPA-related projects as detailed in Reporting section below.
 - e. For capital expenditures, provide written justification as required by the U.S. Treasury's Final Rule.
 - f. For any vendors or subcontractors used by the SUBRECIPIENT, the SUBRECIPIENT must ensure that the vendor or subcontractor adhere to State, County and 2 CFR 200 procurement laws and include any contract language designated by the County.
 - g. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
6. **Enforcement:** SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. This Section shall survive the termination of this Agreement.
7. **Recapture of Expenses:** Funds provided by the COUNTY to the SUBRECIPIENT under this agreement are subject to recapture by the COUNTY under the following conditions:
- a. Any funds that are not expended as authorized under this agreement must be refunded to the COUNTY prior to December 31, 2026.
 - b. Any funds that are not expended by December 21, 2026 are subject to recapture by the COUNTY for return to the United States Department of the Treasury
 - c. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
 - d. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.
8. **Subrecipient Monitoring:** The SUBRECIPIENT agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the SUBRECIPIENT and/or interview any clients, employees, and contractors of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the

law after giving the SUBRECIPIENT reasonable notice. SUBRECIPIENT will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted shortcomings. SUBRECIPIENT'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in termination of this agreement.

9. **Audit and Record Retention:** The SUBRECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the State Auditor, and the US Treasury as outlined in 2 CFR 200. If it is determined during the course of the audit that the RECIPIENT was provided funds for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request. The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200.

Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

10. **Reporting:** In order to ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the SUBRECIPIENT shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The SUBRECIPIENT will additionally provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.

Specifically, the SUBRECIPIENT will provide documentation to the County by January 1, April 1, July 1, and October 1 of each year of the award.

This includes collection of all statistical information as required by the federal government which among other items, may include the following:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19

HAU has also elected to track the following KPIs to measure the outcomes and outputs of the project:

- Total Prescription Dollar Amount provided
- Total Individuals Served with Medication Assistance

11. **Single Audit Requirements.** SUBRECIPIENT agrees to comply with Single Audit Requirements. This includes ensuring expenses paid for with ERA2 monies met the requirements of Section 501 of Title V of Division N of the Consolidated Appropriations Act, 2021, supporting documentation is appropriate, proper approvals are present, and reimbursements of expenditures are not duplicated

across other competing grants.

12. **Closeout:** SUBRECIPIENT will comply with all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, SLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per SLFRF compliance and reporting is 5 years.
13. **Termination:** The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the SUBRECIPIENT.
14. **Denial of Disbarment.** SUBRECIPIENT agrees and herein attests to the fact that neither it nor any of its agents or agencies are currently or have previously been subject to a federal disbarment, suspension or exclusion from federal contracts.
15. **Anti-Lobbying.** SUBRECIPIENT agrees that it or any agent or agency thereof, will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
16. **Indemnification:** The SUBRECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
17. **Remedies:** The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.
18. **Equal Opportunity:** SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.
19. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.
20. **Modifications:** This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with

respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY.

21. **Entire Agreement:** It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

Jeannean Yanish
Health Alliance for the Uninsured (HAU)

Date: 1/30/2024

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

Brian Maughan
CHAIRMAN

ATTESTED BY: COUNTY CLERK

Manana Just
[COUNTY CLERK]



01-24-2024

PO 22404188

ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING
This recipient is **Low RISK**

- i. All standard processes, as outlined in the Final Rule, are permitted.
- ii. **Random sampling of expenditures** for supporting documentation/detail should be conducted at least once per year.
- iii. Agency must send reminders to the entity of federal single audit requirements.
 - i. **If the Agency subaward to the entity is \$750,000 or more, subrecipient must complete a federal single audit** and Agency is responsible for confirming the entity completes a federal single audit. If the entity does not complete the federal single audit, they are in violation of federal compliance requirements and corrective action must be taken.
 - ii. **If Agency subaward to the entity is less than \$750,000**, Agency should still notify the entity of the requirement as the \$750,000 threshold is a cumulative of all federal funds an entity receives during the entity's fiscal year. Agency must verify if an entity is required to perform a federal single audit by checking the total of federal awards made to an entity through www.usaspending.gov. Corrective action is needed if the federal single audit threshold is met but the entity has not completed a federal single audit.

ATTACHMENT B1: 20146 PROJECT DETAILS

Project: Health Alliance for the Uninsured (HAU)

Description:

People who lack health insurance have worse health outcomes than those with coverage. They are more likely to suffer from chronic conditions like diabetes and heart disease, but they receive little to no preventive care or consistent treatment. Often, they are prescribed medications they cannot afford. A 2019 CDC study revealed that one-third of uninsured adults do not take medications as prescribed because of expense. Often, they avoid seeking healthcare until their condition becomes critical, requiring emergency care and hospital stays. This impacts the individual, but it also creates a serious financial burden for the state.

A 2017 review in the *Annals of Internal Medicine* found that a lack of medication adherence causes nearly 125,000 deaths and 10 percent of hospitalizations in America annually. The Pan Foundation reports that morbidity and mortality associated with non-optimized prescription drug regimens costs the U.S. \$528 billion annually.

This Spring, the COVID Public Health Emergency (PHE) will expire, resulting an estimated 300,000+ Oklahomans losing SoonerCare coverage (OHCA). The increased burden on our healthcare safety net will be massive, and thousands of Oklahomans will suddenly be unable to afford the prescription medications they need to live, work, and raise their families. Without HAU, many would choose to go without, exacerbating chronic conditions and endangering their lives. HAU is working closely with state and local healthcare leaders – and our clinic network - to prepare for the surge in demand for services and medications.

Overview Of Project Activities:

HAU partner clinics provide the primary care home for the patient and HAU creates access to medications through two program components:

- The Cooperative Central Pharmacy provides access to vital prescription medications through our partnership with Oklahoma County, which leverages HAU funds to purchase bulk medications for distribution through HAU safety-net clinics. These medications include antibiotics, blood pressure, diabetes, cholesterol, and non-controlled analgesic medications. This program component has an estimated \$26:\$1 return on investment. Last year, about 2,300 clients received an estimated 23,170 prescriptions.
- HAU staff also enroll clinic patients in pharmaceutical company prescription assistance programs that provide free medications to qualifying patients. Every year, HAU leverages approximately \$150,000 in donations to provide about \$2 million in prescription medications to individuals in our community. Since the program's inception in 2013, more than \$24M in prescription medications has been distributed. In FY 2022, 300 clients received \$1.9M in prescriptions, including:
 - o \$498K Insulin
 - o \$1M Non-Insulin Diabetic Meds
 - o \$74K Inhalers
 - o \$179K Hep C Meds
 - o \$120K Other Meds

Last year's client numbers were lower than typical due to COVID's impact on clinic closures. We anticipate serving an estimated 5,265 clients in FY 2024, and we project annual program growth of 10 percent, particularly in light of the impending Medicaid unwinding.

HAU coordinates access to medications for both one-time and ongoing needs; provides one-on-one education and case management to help clients manage chronic conditions like diabetes and facilitates specialty referrals for additional services from hospitals, physicians, imaging centers and physical therapy facilities that donate their time and expertise.

All HAU Prescription Assistance Program clinic partners are located in Oklahoma County, and most clients reside in the OKC Metro area, but some travel from communities in surrounding counties. All patients are low-income (below 300% of federal poverty level) and are not covered by or eligible for any kind of health insurance or public program. Each HAU client is a patient at a free/charitable clinic or community health center in Oklahoma County.

Timeline: Ongoing

Budget:

- FY 2024 – \$249,974, 3200 clients/12,041 FREE prescriptions
- FY 2025 – \$274,971, 3520 clients/13,235 Free prescriptions
- FY 2026 – \$288,720, 3872 clients/14,559 FREE prescriptions
- TOTAL PROJECT BUDGET 3 YEARS: \$813,665, 10,592 clients/39,826 FREE prescriptions distributed

Objectives and Outcomes:

1. Free prescription medications are distributed to thousands of medically vulnerable Oklahomans every year.
2. Low-income, uninsured adults are better able to manage health issues, including life-threatening chronic conditions like diabetes, heart disease, and Hepatitis C.
3. Clinics have adequate medical resources to treat patients, dispense medications at time of visit, and/or connect patients with PAP resources through HAU.
4. Medically vulnerable adults are less likely to visit ERs for basic care, reducing the community's healthcare cost burden.
5. Low income, uninsured Oklahomans will not skip or forego medications prescribed by their provider because of financial barriers.

Expense Type: Ongoing operational expenditure for a planned program

Amount: \$ 33,333

ATTACHMENT B2: REQUIRED PERFORMANCE METRICS

As part of reporting, recipients should describe how performance management is incorporated into their SLFRF program, including how they are tracking their overarching jurisdictional goals for these funds as well as measuring results for individual projects.

Performance indicators should include both output and outcome measures. Output measures provide valuable information about the early implementation stages of a project. Outcome measures provide information about whether a project is achieving its overall goals.

B2.1: MANDATORY PERFORMANCE REPORTING

Below is a list of required data for Project 20148 Health Alliance for the Uninsured:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced: *The Healthcare Access and Utilization (HAU) program in Oklahoma County addresses the impending loss of SoonerCare coverage for low-income, uninsured individuals. It comprises two components: the Cooperative Central Pharmacy, which provides bulk medications, and the Pharmaceutical Company Prescription Assistance Programs. The objectives include distributing free medications, helping manage chronic conditions, ensuring clinic resources, reducing ER visits, and overcoming financial barriers. With a budget of \$813,665 for three years, HAU responds to the public health and economic impact of COVID-19, anticipating increased demand due to the expiration of the COVID Public Health Emergency in Spring 2023.*
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19: *The HAU assistance program's structure and objectives directly respond to the anticipated public health and negative economic impact of COVID-19 in Oklahoma. The program focuses on providing essential medications to those losing SoonerCare coverage, preventing gaps in healthcare access, and mitigating the potential exacerbation of chronic conditions due to the sudden loss of insurance. By ensuring access to vital prescription medications through bulk purchasing and pharmaceutical assistance programs, HAU addresses the financial barriers that many uninsured individuals face, particularly in the aftermath of the pandemic. The program's emphasis on preventive care, medication adherence, and coordination with healthcare providers contributes to reducing emergency care visits, easing the burden on the healthcare system, and promoting the overall well-being of the community during a critical time of healthcare transition.*

B2.2: OUTCOME AND OUTPUT MEASURES

KPIs provided by the subrecipient that are required to be tracked are as follows:

- Total Prescription Dollar Amount provided
- Total Individuals Served with Medication Assistance

B2.3: COMPLIANCE WITH TITLE VI

The Health Alliance for the Uninsured is a non-profit organization committed to excellence in diversity and inclusion. We strive to maintain a welcoming and inclusive environment that appreciates and values all members of the healthcare community. We define diversity as engagement in meaningful actions, behaviors, and conversations that reflect a commitment to recognizing, understanding, and respecting the differences among clinics, faculty, staff, volunteers, and visitors throughout the statewide Healthcare

landscape. We do not condone acts, behavior, language, or symbols that represent or reflect intolerance or discrimination, rather we are committed to creating experiences in which all people are welcomed, respected, and valued. HAU is dedicated to cultivating and enriching the collective advantages that diversity and inclusion provide all members of the statewide nonprofit healthcare community. We identify diversity as a quality-of-life issue, as well as an important economic driver for the prosperity and well-being of the state, nation, and world.

HAU is committed to fostering an equitable workplace and supportive environment inclusive across all races, genders, ages, and identities. We believe nurturing an inclusive culture of intellectual, cultural, and social diversity empowers our staff, faculty, clinicians, and volunteers and encourages a free and respectful exchange of ideas without fear of discrimination.

HAU maintains an accessible work environment, taking appropriate steps to ensure equal access in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits disability discrimination in any program or activity. We ensure that people with disabilities will enjoy equal opportunity and benefit from all its programs, services, activities, and facilities. HAU is committed to ensuring all individuals with disabilities have equal employment opportunities within the organization.

ATTACHMENT B3: PROJECT MILESTONES

Expenditure Timeline				
			Expected Progress	Spending (\$ Amount)
2023	Q1	Please add identified milestones and achievements related to expenditure and related spending in \$-amount		
	Q2			
	Q3			
	Q4		8%	\$2,565
2024	Q1		16%	\$2,564
	Q2		23%	\$2,564
	Q3		31%	\$2,564
	Q4		39%	\$2,564
2025	Q1		47%	\$2,564
	Q2		54%	\$2,564
	Q3		62%	\$2,564
	Q4		70%	\$2,564
2026	Q1		78%	\$2,564
	Q2		85%	\$2,564
	Q3		93%	\$2,564
	Q4		100%	\$2,564

ATTACHMENT B4: BUDGET

High Level Budget				
	Category	Description	Dollar Amount (\$)	Notes
Project Identification Information	Treasury Portal ID	<i>Treasury portal ID of the project</i>		200148
	Organization	<i>Name of the organization</i>		Health Alliance for the Uninsured
	UEI Number	<i>UEI number of the project</i>		
	Project Name	<i>Name of the project which has received funding</i>		HAU Prescription Access Program
Operational Expenses	Personnel Salaries and Wages	<i>Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.</i>		
	Personnel Fringe Benefits	<i>Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development</i>		
	Supplies	<i>Curriculum materials / kits; program supplies</i>		
	Advertising and Outreach	<i>Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)</i>		
	Rent	<i>Cost of rent</i>	\$33,333.33	
	Maintenance and Repair	<i>Cost of maintenance and repairs of equipment</i>		

	Services for removing barriers to participation	<ul style="list-style-type: none"> -Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services 		
	Assistance to Nonprofits	<p>Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations</p>		
	Administrative Cost	<p>Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.</p>		
Capital Expenses	Equipment (Over \$5,000)	<p>General purpose equipment (e.g. motor vehicles enabling transportation assistance for program participants, printing or reproduction technology); Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab, etc.)</p>		
	Capital Purchases	<p>Facilities or Land acquisition</p>		

County Request No. 4

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: 01/03/2023 Department: District 2

State the nature of the legal request: _____

Please review as to form and legality. - Health Alliance for the Uninsured (HAU) ARPA Sub-Recipient Agreement

RECEIVED

JAN 03 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 1/4/24

[Signature]
Assistant District Attorney

Addendum to an Existing Contract
ARPA SUBRECIPIENT AGREEMENT
BOARD OF OKLAHOMA COUNTY COMMISSIONERS
And
Health Alliance for the Uninsured (HAU)

THIS CONTRACT ADDENDUM is in reference to a contract agreement dated 1/30/2024 between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and the Health Alliance for the Uninsured (HAU), herein referred to as SUBRECIPIENT.

THAT WHEREAS, the COUNTY and the SUBRECIPIENT have entered into an agreement for SUBRECIPIENT to provide prescription access services:

- People without health insurance face worse health outcomes than those with coverage. They often suffer from untreated chronic conditions and avoid seeking healthcare until it's critical. A CDC study showed a third of uninsured adults do not take prescribed medications due to cost, leading to severe health and financial impacts. The expiration of the COVID Public Health Emergency resulted in over 300,000 Oklahomans losing SoonerCare coverage, increasing demand on the healthcare safety net.
- HAU partner clinics provide primary care, and HAU ensures access to medications through two programs:
 - Cooperative Central Pharmacy: Provides essential medications through a partnership with Oklahoma County, offering an estimated \$26: \$1 return on investment.
 - Prescription Assistance Programs: Enrolls patients in programs that offer free medications, leveraging \$150,000 in donations to provide \$2 million in medications annually.

A copy of the original contract is made part of this Addendum;

WHEREAS, the parties hereto desire to reduce the terms of this Amendment to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the contract addendum as follows:

1. Reference: The “not-to-exceed amount”

- For the additional services as outlined, COUNTY shall provide financial assistance to the SUBRECIPIENT in an additional amount not to exceed \$70,000.00. The not-to-exceed amount is being increased **by** \$70,00.00 from \$ 33,333.33 to \$103,333.33.

2. Reference ATTACHMENT B1: 20146 PROJECT DETAILS

- The not-to-exceed increase of \$70,000.00 of financial assistance is being provided by COUNTY to SUBRECIPIENT for the purposes of ensuring SUBRECIPIENT purchasing power through the Cooperative Central Pharmacy which provides access to vital prescription medications through partnership with Oklahoma County, which leverages HAU funds to purchase bulk medications for distribution through HAU safety-net clinics. These medications include antibiotics, blood pressure, diabetes, cholesterol, and non-

controlled analgesic medications. This program component has an estimated \$26: \$1 return on investment. Newly authorized funds are for the specified intent of procuring prescriptions for the creations of access to medications for those who are uninsured.

3 Reference ATTACHMENT B3: PROJECT MILESTONES

Expenditure Timeline					
		Expected Progress	Expected Progress Addendum Modifications	Spending (\$ Amount)	Spending (\$ Amount) Addendum Modifications
2023	Q4	8%	8%	\$2,565	\$2,565.00
2024	Q1	16%	16%	\$2,564	\$8,397.33
	Q2	23%	23%	\$2,564	\$8,397.33
	Q3	31%	31%	\$2,564	\$8,397.33
	Q4	39%	39%	\$2,564	\$8,397.33
2025	Q1	47%	47%	\$2,564	\$8,397.33
	Q2	54%	54%	\$2,564	\$8,397.33
	Q3	62%	62%	\$2,564	\$8,397.33
	Q4	70%	70%	\$2,564	\$8,397.33
2026	Q1	78%	78%	\$2,564	\$8,397.33
	Q2	85%	85%	\$2,564	\$8,397.33
	Q3	93%	93%	\$2,564	\$8,397.33
	Q4	100%	100%	\$2,564	\$8,397.33

4 Reference ATTACHMENT B4: BUDGET

	High Level Budget			
	Category	Description	Details	Addendum Modifications
Project Identification Information	Treasury Portal ID	Treasury portal ID of the project	200148	N/A
	Organization	Name of the organization	Health Alliance for the Uninsured	N/A
	UEI Number	UEI number of the project	XXWTMVUVDT67	N/A
	Project Name	Name of the project which has received funding	HAU Prescription Access Program	N/A
Operational Expenses	Personnel Salaries and Wages	Program directors, teachers, support staff, career coaches, accessibility specialists, etc.	\$0.00	N/A
	Personnel Fringe Benefits	Employer-paid portions of FICA	\$0.00	N/A
	Supplies	Curriculum materials / kits; program supplies	\$0.00	Increase: \$70,000.00 Purchasing amount for

				discounted prescription medications
	Advertising and Outreach	Print and digital advertising	\$0.00	N/A
	Rent	Cost of rent	\$33,333.33	No Change: \$33,333.33
	Maintenance and Repair	Cost of maintenance and repairs of equipment	\$0.00	N/A
	Services for removing barriers to participation	Transportation, Childcare, translation services, etc.	\$0.00	N/A
	Assistance to Nonprofits	Nonprofits that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “nonprofit”—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations	\$0.00	N/A
	Administrative Cost	Cost of administrative expenses	\$0.00	N/A
Capital Expenses	Equipment (Over \$5,000)	General purpose equipment; Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab, etc.)	\$0.00	N/A
	Capital Purchases	Facilities or Land acquisition	\$0.00	N/A

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined within the addendum. These additions shall be made valid as if they are included in the original stated contract.

No other terms or conditions of the SUBRECIPIENT contract shall be negated or changed as a result of this here stated addendum.

All promises, requirements, terms, conditions, provisions, representations contained and specified in the original Agreement shall survive and become part of this Addendum unless specifically provided otherwise herein, or unless superseded by applicable Federal law or State statutes.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

Health Alliance for the Uninsured (HAU)

Date: _____

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

CHAIRMAN

ATTESTED BY: COUNTY CLERK

[COUNTY CLERK]