

**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-Four Thousand Two Hundred Dollars (\$34,200.00), 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 supporting reports 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 the clinics we serve.

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. Insure proper disposal of outdated or unusable pharmaceuticals.
- D. Submit invoices and supporting reports to HAU for reimbursement of funds expended as referenced in paragraph 1.A. of this agreement.
- E. Comply with policies and procedures related to patient confidentiality and security related to storage and access to pharmaceuticals.
- F. Purchase, receive, package requested medications and provide invoices for medications to be picked up by authorized personnel of the clinics identified by HAU.
- G. Insure that the pharmacist maintains records in compliance with Oklahoma pharmacy laws and regulations.
- H. Insure that the pharmacist maintains confidentiality of all patient information.
- I. 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, 2022 until June 30, 2023, or earlier upon a sixty (60) day notice 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 15<sup>th</sup> day of June, 2022.

Health Alliance for the Uninsured

By: Jeannean Yanish Date: 6/15/2022

Oklahoma County  
Social Services

David Mueller  
Director

6/15/22  
Date

Board of County Commissioners  
Oklahoma County, Oklahoma

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
County Clerk

Approved this 16<sup>th</sup> day of June, 2022, as to form and legality.

[Signature]  
District Attorney

#437

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 renewal of the cooperative agreement between the Board of Oklahoma County Commissioners on behalf of the Department 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 approved by HAU. The amount received under this agreement is not to exceed \$34,200.00. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2023. Requested by Christi Marshall, Director, Oklahoma County Social Services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.

  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: \_\_\_\_\_

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

*Revised 6-16-22*

*A. C.*

\_\_\_\_\_  
District Attorney