

County Request No. 299

**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: 05/04/2026 Department: JJC

State the nature of the legal request: \_\_\_\_\_

Please review and approve the Agreement for Services with OCJB and the Board of Regents of the University of Oklahoma, Health Sciences Center for the purposes of providing psychological evaluations and consultation. Requisition 12700032 in an amount not to exceed \$30,000 has been issued. Requested by Hannah Whip, Juvenile Bureau Director.

**RECEIVED**

**MAY 12 2026**

**CIVIL DIVISION  
DISTRICT ATTORNEY**

MAB Lydy  
For County Officer or Department Director

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

*Reviewed*

*OK*

Date of Reply: 5/12/2026

La Elson  
Assistant District Attorney

## AGREEMENT

This Agreement consists of six (6) pages and is entered into by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau hereinafter called "County" and **Board of Regents of the University of Oklahoma, Health Sciences Center on behalf of the Department of Pediatrics, Center on Child Abuse and Neglect; University of Oklahoma, Health Sciences Center, 865 Research Parkway, URP865-450 Oklahoma City, OK 73104** hereinafter called "Contractor" and is for the purpose of securing psychological treatment and consultation of adolescent sex offenders coming to the attention of the County.

The services contemplated by this Agreement are of mutual interest and benefit to Contractor and to County, will further the instructional objectives of Contractor in a manner consistent with its status as a non-profit, state, educational institution, and may derive benefits for both County and Contractor through the advancement of knowledge.

### ARTICLE I QUALIFICATIONS

The Contractor is in the Center on Child Abuse and Neglect in the Department of Pediatrics at the University of Oklahoma, Health Sciences Center and not an agent of the County or any other division or department of the County. Service Providers may include Jane F. Silovsky, PhD, Elizabeth Bard, PhD, Natalie Gallo, LPC, Ashley Galsky, PhD, Erin Taylor, PhD, Kate Theimer, PhD, Jordan Simmons, PhD, Andrew Monroe, LISCW, and /or any psychology trainee under the direct supervision of a licensed provider. All employees of the Contractor are properly trained and professionally qualified to provide psychological treatment services to children and youth eighteen (18) years of age and under who come under the jurisdiction of the District Court of the State of Oklahoma.

### ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective (1<sup>st</sup>) day of July 2026 and shall terminate at the close of the (30<sup>th</sup>) day of June 2027. Costs incurred prior to or subsequent to those dates are not allowed. Neither party to this Agreement shall have the unilateral right to renew or extend the term of this Agreement upon its termination or expiration, but the parties may hereafter agree to such renewal or extension by written agreement.

### ARTICLE III OFFICIALS AND EMPLOYEES NOT TO BENEFIT

No official or employee of the County or any other employee of the Oklahoma County Government shall receive any share or part of the Agreement, or to any benefit that may arise there from, and no other employee of the County or officer, official or employee for the County shall serve as employees of the Contractor's organization.

#### **ARTICLE IV ALLOWABLE COST AND PAYMENT**

The Contractor will provide psychological services to clients referred by the County and the Contractor will be paid at the rate of \$100.00 per person for adolescent sex offender group psychotherapy, \$100.00 per child for sexual behavior problems group therapy, and \$125.00 per hour, not to exceed four (4) hours, for individual psychotherapy, evaluation, family therapy, or consultation. There will be a monthly charge of \$200.00 for Administrative Fees. There is no additional charge for the parents' group for either program. The amount that can be paid pursuant to Article IV of the Agreement cannot exceed (Thirty Thousand Dollars) \$30,000.00, and Contractor shall stop providing services once this amount has been met.

Payment for services rendered shall be made payable to the University of Oklahoma Health Sciences Center (OUHSC) within forty-five (45) days of receipt of proper invoice and mailed to: OUHSC, Aux/Service Unit Accounting, P. O. Box 26901, URP, Oklahoma City, OK 73126-0901. These claims shall be submitted monthly in the format and in accordance with procedures prescribed by the County. All claims must be authorized by the County.

In the event claims are subsequently disallowed by the County pursuant to the agreement, the Contractor shall repay the General Fund of the County within forty-five (45) days of Notice of disallowance, the amount of any such disallowed claims or at the discretion of the County, the County may upon written notice deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the Contractor's right thereafter to establish the allowability of any such item(s) of cost under this Agreement.

#### **ARTICLE V ACCOUNTS AND REPORTS**

The County shall periodically review the performance of Contractor under this Agreement. If as a result of such review(s), the County determines that the responsibilities of Contractor pursuant to the Agreement are not being adequately performed or if the County determines that a change in the nature of scope of services to be provided under the Agreement requires modification, the parties shall attempt to resolve the issue amicably and to agree upon any needed changes to this Agreement and to implement the adjustments required by the County. If the parties are unable to reach an agreement, the parties shall be discharged from further obligations under the terms of the Agreement.

#### **ARTICLE VI SPECIAL PROVISIONS**

1. County or Oklahoma County District Court must authorize all services offered pursuant to the Agreement prior to delivery. It is also understood that need for services pursuant to this Agreement will be at the sole discretion of the County and/or Oklahoma County District Court.
2. The Contractor agrees to produce a written report on a quarterly basis (January, April, July, and October) for court proceeding for each member of the group and an annual report for the group as a whole. Contractor further agrees to provide the County with on-going communication about the progress of each member through

email or telephone conversations in lieu of a written report in the interim months when written reports are not produced.

3. The Contractor represents that its professional employees are Clinical Psychologists or Master's level providers licensed to practice under the applicable laws of the State of Oklahoma as stipulated under Article IV Allowable Cost and Payment of this Agreement.
4. Contractor agrees to adhere to all applicable policy and procedure concerning facility security. County agrees to provide such policies and procedures to Contractor.

#### **ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION**

The County and the Contractor agree as applicable, the parties represent they are in compliance with all applicable federal (including federal Executive Orders Nos. 13279 and 11141) and state laws and regulations and these terms must be incorporated into each agreement and included in any subcontract awarded involving any agreement. More specifically, the parties do not discriminate on the basis of race, color, national origin (including actual or perceived shared ancestry or ethnic characteristics), sex, sexual orientation, marital status, genetic information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212. Each party acknowledges and agrees that it will take no action, make no decision, and grant no preference or disadvantage, directly or indirectly, based on a person's race, color, national origin, ethnicity, religion, sex, or marital status.

#### **ARTICLE VIII LIABILITY**

The parties agree that each will be responsible for its own negligent and intentional acts and omissions, with the Contractor's liability governed by the Oklahoma Governmental Tort Claims Act, 51 Okla. St. §§ 151 et seq.

#### **INSURANCE**

Each Party certifies that it shall maintain, for the duration of this Agreement, insurance, or a program of self-insurance in any amount that will be adequate to cover its respective obligations and/or risks hereunder, or as otherwise provided by Oklahoma State law. Upon request, will provide the other Party with proof of insurance showing that such insurance is in place. Should any party have their policy cancelled or terminated, they shall notify the other Party within ten (10) days and pursue reinstatement. Either Party is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## **ARTICLE IX COMPLIANCE WITH LAW**

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, ruling or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance with their requirements shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the County.

Contractor understands it is responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed in conjunction with fulfillment of obligations of this contract.

## **ARTICLE X EVALUATIONS**

The County, through any authorized representative has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed. If the County makes any inspection, investigation or evaluation, the Contractor shall provide all reasonable assistance. All inspections, investigation, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

## **ARTICLE XI OWNERSHIP INFORMATION**

Contractor represents that no person providing services under this agreement has ownership or controls interest in or is an agent or managing employee of the County.

## **ARTICLE XII CANCELLATION/TERMINATION**

In the event Contractor fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the County may, upon written notice of default to Contractor, cancel this Agreement immediately and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. Either party by giving thirty (30) days written notice to the other party may terminate this Agreement for any reason. In the event of termination, payments will be made for all work performed up to the date of termination and will include any non-cancelable obligations incurred by Contractor in connection with this Agreement.

## **ARTICLE XIII MODIFICATION**

Contractor is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

This Agreement is made in the State of Oklahoma and shall be governed by the applicable laws of the State of Oklahoma, including Article 10 Section 26 of the Oklahoma Constitution. The

validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

#### **FORCE MAJEURE**


The performance by either party hereunder shall be excused to the extent of unforeseen circumstances beyond such party's reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the parties shall be excused from performing an obligation or undertaking provided for in this Agreement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of actual delay; provided, however, if performance is not restored within one hundred and twenty (120) days, either party may terminate this Agreement.

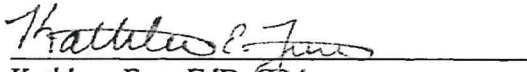
The remainder of this page is intentionally left blank.

For the faithful performance of the terms of this amended contract, the parties hereto in their capacities as stated affix their signatures.

Oklahoma County Juvenile Bureau

Board of Regents of the University of Oklahoma, Health Sciences Center  
865 Research Parkway, URP865-450  
Oklahoma City, OK 73104

  
\_\_\_\_\_  
Hannah Whipp  
Director  
Oklahoma County Juvenile Bureau

  
\_\_\_\_\_  
Kathleen Furr, EdD, CRA  
Associate Vice President for Research  
Office of Research Administration

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**COUNTY**

**APPROVED** by the County this \_\_\_\_ day of \_\_\_\_\_, 2026.

Board of County Commissioners  
Oklahoma County, Oklahoma

By \_\_\_\_\_  
Chairman

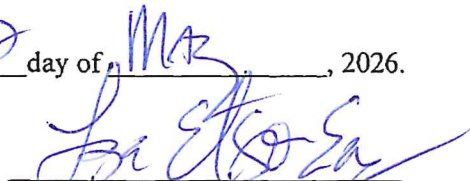
**ATTEST:**

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

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

APPROVED as to form and legality this 10 day of Mar, 2026.

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

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Bill To                               Requisition 12700032-00  FY 2027
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT                Acct No:
SUITE 400                             UNDEFINED ACCOUNT.
OKLAHOMA CITY, OK                    Review:
73118                                  Buyer: 6065cbgrab1
                                         Status: Created
                                         Page 1
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Vendor                                Ship To
BOARD OF REGENTS OF THE UNIV OF OKLA  JUVENILE JUSTICE BUREAU
ATTN: ANGELA RAPER                    5905 N. CLASSEN COURT
940 NE 13TH STREET, NT4900             SUITE 400
                                         OKLAHOMA CITY, OK 73118
OKLAHOMA CITY, OK 73104
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Deliver To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

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Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department
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05/04/26    | 003011       |               |         |       | Juvenile Justice Bureau
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LN	Description / Account	Qty	Unit Price	Net Price
001	Blanket/Contract for Professional Services-Medical for treatment and consultation of adolescent sex offenders for FY2027. Approved at the ? BOCC meeting.	30000.00 EACH	1.00000	30000.00

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Ship To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

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Deliver To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 400
OKLAHOMA CITY, OK 73118

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Requisition Link
Requisition Total 30000.00
***** General Ledger Summary Section *****
Account Amount Remaining Budget

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