

County Request No. 428

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: 06/11/2024 Department: JJC


State the nature of the legal request: _____

Please review and approve the Contract Renewal Agreement between the BOCC of Oklahoma County on behalf of the OK County Juvenile Bureau and the Board of Regents of the Univ of OK Health Sciences Center-Center on Child Abuse and Neglect, who shall provide psychological treatment and consultation of adolescent sex offenders coming to the attention of the County. Requisition 12500076, not to exceed \$30,000 has issued. The renewal agreement is effective July 1, 2024 through June 30, 2025 contingent upon the encumbrance of funds. Requested by Hannah Dix, Juvenile Bureau Director.

RECEIVED

JUN 12 2024

CIVIL DIVISION
DISTRICT ATTORNEY



County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/10/24



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, Susan Schmidt, PhD, Ashley Galsky, PhD, Erin Taylor, PhD, Kate Theimer, PhD, Tabitha Fleming, PhD, Andrew Monroe, LISCW, Natalie Gallo, LPC, 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 (1st) day of July 2024 and shall terminate at the close of the (30th) day of June 2025. 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 provisions of Executive Order 11246, as amended and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Contract and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212

ARTICLE VIII LIABILITY

The parties agree that each will be responsible for its own negligent and intentional acts and omissions, with the University's liability governed by the Oklahoma Governmental Tort Claims Act, 51 Okl. 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



Hannah Dix
Director
Oklahoma County Juvenile Bureau

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



Scott B. H. Davis,
Associate Director
Office of Research Administration

Subscribed and sworn to before me this 10th day of June, 2024.

My Commission Expires: 10.13.2024 Alvin Gremson
Notary Public



COUNTY

APPROVED by the County this ___ day of _____, 2024.

Board of County Commissioners
Oklahoma County, Oklahoma

By _____
Chairman

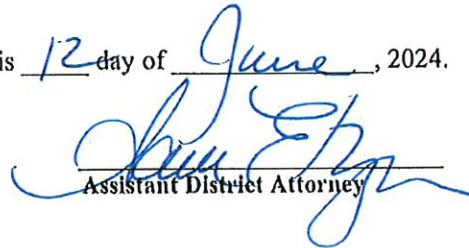
ATTEST:

County Clerk

By _____
Member

By _____
Member

APPROVED as to form and legality this 12 day of June, 2024.



Assistant District Attorney

Bill To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK
 73118

Requisition 12500076-00 FY 2025

Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065jjvallee
 Status: Created

Page 1

Vendor
 BOARD OF REGENTS OF THE UNIV OF OKLA
 ATTN: ANGELA RAPER
 940 NE 13TH STREET, NT4900
 OKLAHOMA CITY, OK 73104

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	003011				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
001	Blanket - DA Contract for Professional Medical Services (Psychological) for Treatment and Consultation of Adolescent Sex Offenders Coming to the Attention of the County for FY25. Approved at ? the BOCC Meeting	30000.00 EACH	1.00000	30000.00

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

30000.00

***** General Ledger Summary Section *****
 Account

Amount Remaining Budget