

CONTRACT FOR SERVICES

This Agreement entered by and between the Board of County Commissioners of Oklahoma County, hereinafter called "County," and The Education and Employment Ministry, hereinafter called "Contractor," constitutes the entire Agreement between the County and Contractor, for the provision of pre-trial release and community service sentencing.

WHEREAS, O.S. 22 § 1105.1 et seq. provides that a county may establish a Pre-Trial Release Unit; and,

WHEREAS, O.S. 16 § 991a-4.1 provides that a county may establish a Community Service Sentencing Program; and,

WHEREAS, the Oklahoma County Board of County Commissioners upon the recommendation of the Oklahoma County Court Services Advisory Board, chose The Education and Employment Ministry for the provision of pre-trial release and community service sentencing programs; and,

WHEREAS, this determination was based upon the desire to provide comprehensive services and programming to program participants; and,

WHEREAS, Contractor has continually operated a pre-trial release program since 2017; and,

WHEREAS, Contractor, using outside funding, is providing additional services to program participants of the pre-trial release program.

ARTICLE I: QUALIFICATIONS AND SERVICES

Contractor is a 501(c)(3) nonprofit organization which started a pretrial release initiative in 2017 to provide an alternative to pretrial jail stays. Contractor's pretrial release initiative provides "support services" including case management and supervision to pretrial releasees, including education opportunities, employment assistance, connection to substance abuse and mental health treatment, and case management services to assist releasees in navigating the judicial process.

Oklahoma County will provide resources including personnel to conduct the following pretrial release requirements:

1. An in-depth background check that includes a National Crime Information Center (NCIC) criminal history check, prior failures to appear, and holds for other state and federal law enforcement agencies.
2. Provide copies to the assigned District Judge, the District Attorney, and the Oklahoma County Public Defender, or other defense counsel, and TEEM of the conditions of release, if any, imposed by a court upon each individual granted pretrial release.

Contractor will continue to provide pretrial release services that it had been providing prior to contracting with the County. Additionally, Contractor agrees to perform the following pretrial release services for the County:

1. Contractor agrees to adhere to best practices for pretrial release and will use evidence - based and validated pretrial risk assessment tool.
2. Provide case management services to each individual granted release as part of the pretrial release program. Such services shall include the following:
 - a. Conducting a needs assessment to determine services needed including any one or more of the following:
 - i. Housing;
 - ii. Transportation;
 - iii. Medical care;
 - iv. Mental health treatment; or
 - v. Substance abuse treatment.
 - b. Providing each individual with direct access to education opportunities, job placement, housing, transportation, medical care, and mental health or substance abuse treatment as needed; and
 - c. Providing personalized case management to assist each individual with navigating the judicial process.
3. Provide supervision services for each individual released. on bond or as part of the pretrial release program. Supervision services shall include the following:
 - a. Meeting each individual in person to review and explain all conditions of release imposed by the court within 48 hours of release;
 - b. Meeting each individual to verify compliance with all conditions of release with the frequency of such meetings to initially occur once per week with allowance for reduced frequency based upon length of successful compliance;
 - c. Conducting regular checks of the Oklahoma Supreme Court Network (OSCN) to verify no additional charges have been filed against the individual;
 - d. Verifying attendance at all mental health and/or substance abuse treatment appointments ordered by the court.as a condition of bond or pretrial release;
 - e. Performing a home visit on all individuals who have missed two or more scheduled appointments with Contractor or a treatment provider;
 - f. Collecting specimens for drug testing;
 - g. With the exception of positive drug test results, Contractor will report all violations of court ordered conditions to the assigned District Judge, District Attorney, and Public Defender or other defense counsel and file a Notice of Violation Report with the Court Clerk* within one (1) business day; and

- h. Upon receipt of a positive drug test for a substance other than a prescribed medication, supervision officer shall:
 - i. Determine whether the individual should be required to participate in inpatient or outpatient treatment, community support meetings, reside in a sober living facility, or another intervention targeted at promoting sobriety and recovery and, if so, file a Notice of Additional Required Services with the Court Clerk within one (1) business day of the positive test which specifies the new condition(s) of release with copies to the assigned District Judge, District Attorney and Public Defender or other defense counsel; or
 - ii. File a Notice of Violation Report with the Court Clerk within one (1) business day of the positive test with copies to the assigned District Judge, District Attorney, and Public Defender or other defense counsel.
 - i. Contractor will report to the assigned District Judge, District Attorney and Public Defender or other defense counsel all medication compliance test results which indicate that an individual prescribed mental health medication is not taking his/her prescribed medications.
4. Provide GPS monitoring services for certain individuals ordered to submit to GPS monitoring as a condition of bond or as part of the pretrial release program. GPS monitoring services shall include the following:
- a. Meeting with each individual ordered to submit to GPS monitoring to review and explain the responsibilities of GPS monitoring through use of an ankle monitor;
 - b. Contractor will immediately report to the assigned District Judge, District Attorney Public Defender or other defense counsel if the ankle monitor is removed or is out battery for more than an hour; and
 - c. Upon a request by law enforcement, Contractor will immediately provide location information for the individual to the requesting agency.
5. Contractor shall provide a quarterly report to the Presiding Judge of Oklahoma County and the Board of County Commissioners. The report shall be filed of record with the Court Clerk and contain the following information:
- a. Total number of persons screened, evaluated or otherwise considered for release as part of the pretrial release program;
 - b. Total number and nature of recommendations made;
 - c. Total number of individuals admitted to the pretrial release program that failed to appear for court as ordered;
 - d. Any other information deemed appropriate by the parties.

* Any Notice of Violation Report filed with the Oklahoma County Court Clerk should redact personal identifying and health care information

Contractor additionally agrees to perform the following community service services for the County:

1. Complete intakes for each individual ordered by the court to complete community service;
2. Schedule each individual for community service with the specific agency ordered by the district court or, if none specified), any other entity with whom Contractor has a relationship for the provision of such services;
3. Verify attendance of all scheduled community service work hours ordered by the court as a condition of probation;
4. Contractor shall complete a termination report for each individual in the month following their court-ordered completion date that includes information regarding whether the individual successfully completed or failed to complete the required community service hours. Termination reports will be filed with the Court Clerk;
5. Maintain records of all work completed by individuals ordered to perform community service for a period of five (5) years beyond the expiration of the term of probation and provide those records upon request to the District Court, District Attorney, Public Defender or private defense counsel. Oklahoma County MIS will provide portal access to TEEM employees in order to continue to utilize and maintain the Court Services application data;
6. Provide a quarterly report to the Board of County Commissioners and the Presiding Judge of Oklahoma County containing the following information:
 - a) Total number of persons sentenced to perform community service as a condition of probation;
 - b) Total number of community service hours completed by individuals supervised by Contractor;
 - c) List of all organizations and entities to which individuals were assigned to perform community service;
 - d) Total number of individuals ordered to perform community service that failed to complete such service as ordered by a court; and
 - e) Any other information deemed appropriate by the parties to gauge the effectiveness of the program and evaluate the need for improvement or growth.

ARTICLE II: GENERAL TERMS AND CONDITIONS

- a) CONTRACTOR shall ensure that its employees conduct themselves in accordance with their Code of Conduct and generally accepted standards in professional ethics. Any ethical misconduct or violations shall be immediately reported to COUNTY.
- b) CONTRACTOR shall allow COUNTY staff to make announced and unannounced visits to the facility during the hours of operation.
- c) CONTRACTOR shall maintain a written operations manual that is adhered to, regularly reviewed, and updated as needed.
- d) CONTRACTOR shall maintain documentation of its operations and evidence that the contract requirements are being met. This documentation shall be produced upon request, electronically, verbally, or in any reasonable manner, to include during site visits.
- e) COUNTY and CONTRACTOR shall conduct periodic reviews of the program as needed, but at least quarterly.
- f) CONTRACTOR will immediately notify the County of issues resulting in noncompliance of this agreement.
- g) CONTRACTOR shall maintain current documentation of its status as a legal entity, property and liability insurance policies, and other relevant operational documentation.
- h) CONTRACTOR shall maintain general liability insurance insuring the COUNTY against any liability, including but not limited to personal injury, accidental death, and property damage to cover any services performed or obligations pursuant to this contract in an amount sufficient to satisfy any claims under the Governmental Tort Claims Act, 54 O.S. 151 et seq. PROVIDER shall provide a copy of its certificate of insurance coverage to the benefit of COUNTY upon execution of this contract. Said insurance policy shall be documented by certificate of insurance and CONTRACTOR shall be required to give notice within 10 days to COUNTY if insurance policy should be canceled, terminated, or changed for any reason.
- i) CONTRACTOR shall provide Workers' Compensation insurance, as applicable, for its employees at CONTRACTOR'S own cost and expense and further, CONTRACTOR shall not be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
- j) CONTRACTOR shall maintain Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired and non-owned vehicle assigned to or used in performance of this contract.

- k) CONTRACTOR shall, in any action at law, indemnify and hold the COUNTY, its officials, agents and employees harmless for any and all claims arising from the provisions of this contract, negligent or otherwise, including, without limitation, any and all claims arising from any breach or default on the part of the CONTRACTOR on the performance or non-performance of this contract, any claims or losses for services rendered by the Provider, by any person or entity performing or supplying services, materials or supplies in connection with the performance of this contract; any claims or losses to any person, including County Participants, injured or property damaged from the acts or omissions of the CONTRACTOR, its officers, agents, or employees in the performance or non-performance of this contract by CONTRACTOR; any failure by the CONTRACTOR, its officers, agents, or employees to observe the Constitution or laws of the United States, and the State of Oklahoma and to include all costs attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon.
- l) CONTRACTOR shall be responsible for any damages or personal injury caused by negligent acts or omissions to act by its officers, employees or agents. CONTRACTOR agrees to hold harmless County of any claims, demands and liabilities resulting from any act or omission on the part of the CONTRACTOR and/or its officers, agents, employees, and sub- contractors in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of creating a joint venture, partnership, affiliation of association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability. CONTRACTOR agrees and understands that it is operating as an independent contractor, and the COUNTY has not represented, nor does it intend to be obligated for any debts, liabilities, and/or expenses incurred in the operation of this program.

ARTICLE III: AGREEMENT PERIOD

This Agreement shall commence on July 1, 2026, and terminate on June 30, 2027.

ARTICLE IV: ALLOWABLE COSTS AND PAYMENT

Total payment and reimbursement pursuant to this contract cannot exceed \$1,320,814.66. Payment for services rendered will be made only upon receipt of documented billing claims. These billing claims shall be submitted, as required, but not more often than monthly and no later than July 15th,

2027, in the format and in accordance with procedures prescribed by the County.

In the event billing claims are subsequently disallowed by the County pursuant to the Agreement, the Contractor shall repay the General Fund of the County on demand, the amount of any such disallowed claim(s) or at the discretion of the County may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the County's right thereafter to establish the appropriateness of any billing under this Agreement.

ARTICLE V: EQUAL OPPORTUNITY AND DISCRIMINATION

The County and the Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and executive orders thereunder and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, gender, sexual orientation, national origin or handicap.

ARTICLE VI: LIABILITY

Contractor shall perform their work under this Agreement as an independent contractor and agrees that the County is to be free from all liabilities and damages resulting from Contractor's performance hereunder. Contractor agrees not to hold County liable for any personal loss of property or personal injury or death, which may result from the rendering of any services by Contractor pursuant to this Agreement.

ARTICLE VII: COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the County. Contractor understands they are responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed by Contractor to fulfill obligations of this contract.

ARTICLE VIII: OWNERSHIP INFORMATION

Contractor affirms that no person who has billing responsibilities for this contract has been convicted of a criminal offense involving moral turpitude.

ARTICLE IX: TERMINATION OF AGREEMENT

Either party may terminate this Agreement at any time for any reason upon sixty (60) days advance notice to the other part

ARTICLE X: MODIFICATION

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

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

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

ARTICLE XI: DOCUMENT RETENTION/DISPOSITION

Records received, used, and created for individuals for whom Court Services are provided shall be kept confidential and stored securely for as long as needed for administrative purposes. NCIC and OLETs records must be secured and used by only certified personnel. NCIC and OLET records must be destroyed by shredding or incineration on site under the direct control and supervision of an OLET certified employee once the record is no longer needed for administrative purposes (i.e. when the bond or community sentencing decision is made). All other Court Services file records used and maintained by the contractor should be retained for 3 years after the file is administratively closed by shredding or incineration. A file is and should be considered administratively closed once the individual is no longer actively participating in a Court Service Program. Statutory Authority: 51 O.S. Section 24A.8; 67 O.S. Section 251-252.

APPROVED this _____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS THE EDUCATION AND EMPLOYMENT MINISTRY
OF OKLAHOMA COUNTY**

County Commissioner, District 1



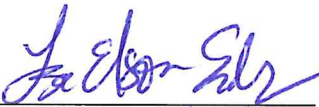
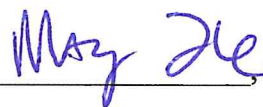
Kris Steele, Executive Director

County Commissioner, District 2

County Commissioner, District 3

ATTEST:

County Clerk

Approved as to form and legality by  on , 2026
ADA

County Request No. 365

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: 5/22/2025 Department: County Manager

State the nature of the legal request: Request for legal services - Review as to legality and form - FY27 TEEM Pretrial Agreement

RECEIVED

**MAY 22 2026
CIVIL DIVISION
DISTRICT ATTORNEY**

Jessica Clayton
Signature

Reply of District Attorney's Office: _____

_____ *OK* *Contract reviewed* _____

Date of Reply: 5/26/2026 _____
[Signature]
Assistant District Attorney