

County Request No. _____

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: 06/26/2024 Department: Social Services

State the nature of the legal request: _____

Approval as to form & legality of agreement between BOCC on behalf of the Department of OK County Social
and Daily Living Center to provide senior services Agreement to be effective July 1, 2024 through June 30, 2025,
upon approval by the BOCC. Requested by Christi Marshall, Director of Oklahoma County Social Services
department.



County Officer or Department Director

Reply of District Attorney's Office: _____

Date of Reply: _____

Assistant District Attorney

BOARD OF OKLAHOMA COUNTY COMMISSIONERS
On behalf of Oklahoma County Social Services
And
Daily Living Centers of Oklahoma

This agreement is made and entered into by and between the Board of Oklahoma County Commissioners on behalf of Oklahoma County Social Services (herein referred to as COUNTY, and Daily Living Centers of Oklahoma, herein referred to as PROVIDER for the provision of senior center services to indigent persons 60 years of age and older.

1. COUNTY will assume the following duties and responsibilities:
 - a. Conduct eligibility screening of potential entrants into the program, identifying eligible participants who are senior citizens and indigent, and in need of fitness and wellness, social and recreational, educational and arts, and food and nutrition in a congregate setting.
 - b. Refer eligible participants in writing to PROVIDER, and determine service location and dates of service, in coordination with PROVIDER. Participants will be scheduled for a minimum of one day per week.
 - c. Provide payment for services based on invoicing and reporting of clients served and dates of service.
 - d. In the event that a participant fails to attend on a scheduled day, that day will not be billed by the PROVIDER or paid for by COUNTY.
 - e. Upon determination that a potential participant in the process of admission is found to be ineligible or unsuitable for the program, or an existing client participant has subsequently become ineligible or unsuitable for the program for reasons of behavioral issues, change in financial status or coverage through another entity equaling the full amount of the cost of the service, or a physical or mental condition that indicates a need for level of care beyond the scope of service, COUNTY will not be billed by the PROVIDER and the participant will not become, or will no longer be, a program participant under this agreement.

2. PROVIDER will assume the following duties and responsibilities:
 - a. Provide services to participants referred by COUNTY. Services to be provided onsite at the Daily Living Centers' existing locations, 3000 N Rockwell Ave, Bethany, OK 73008; 1681 SW 86th St., Oklahoma City, OK 73150, and 2600 E. 2nd, Edmond, OK 73034.
 - b. PROVIDER shall provide a number of client days not to exceed 2,329 (two thousand three hundred and twenty-nine) under this agreement.
 - c. Provide suitability screening and report to COUNTY if there is any circumstance that places a potential participant outside PROVIDER'S scope of service, except that no person should be denied services or be subject to discrimination based upon race, gender, ethnicity nor religion.
 - d. Services to be provided include under the cost specified in this agreement include, but are not limited to, fitness and wellness, social and recreational, educational and arts,

- food and nutrition in a congregate setting, health monitoring, mediation administration, social services, providing assistance with acquiring necessary physician's orders, assistance with activities of daily living, access to physical, occupational and speech therapy, podiatry clinics, flu shots, and transportation to medical appointments, grocery stores, and pharmacies.
- e. Allow COUNTY staff to make announced and unannounced visits to the facility during the hours of operation.
 - f. PROVIDER must be licensed by the State Department of Health in accordance with Section 1-873 of Title 63 of Oklahoma State Statutes and comply with OAC 310:605, Adult Day Care Centers.
 - g. Under this agreement, no person shall be subject to discrimination on the grounds of race, creed, color, age, sex, handicap, national origin, or religion.
 - h. Maintain confidentiality in accordance with the Health Insurance Portability and Accountability Act
 - i. Maintain general liability to the benefit of COUNTY to cover any services performed or obligations pursuant to this contract in an amount sufficient to protect COUNTY from any claims arising under the Governmental Tort Claims Act, 54 O.S. 151 et seq. Facility 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 PROVIDER shall be required to give notice within 10 days too COUNTY if insurance policy should be canceled, terminated, or changed for any reason. Cancellation of insurance does not relieve PROVIDER of duty and obligation to fully insure and indemnify COUNTY for any acts of negligence, willful negligence, or any and all actions, common law statutory or under State of U.S. Constitution in which patient brings claim against COUNTY. PROVIDER and its agents agree to indemnify and hold COUNTY and all its officials, servants, and employees, harmless and free from claims, liabilities, and/or expenses for any actions, negligent or otherwise, as a result of the PROVIDER or its agent's performance or non-performance. PROVIDER and its agents and employees agree not to hold COUNTY liable for any personal loss of property or life or personal injury that may result from the PROIVIDER;'S or agents performance or non-performance hereunder.
 - j. PROVIDER agrees and understands that it is operating as an independent contractor, and that the operation of the facility is not a joint venture between the COUNTY and the PROVIDER, 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.
3. Compensation to the provider for rendering the services described herein shall be up to \$70.00 (Seventy Dollars) per person per day, with an additional \$15.00 (Fifteen Dollars) per person per day if directed by COUNTY for transportation to and from the Center. In the event of dual eligibility, compensation by COUNTY shall be for the remaining balance per day. The total amount paid to the PROVIDER during the contract period shall not exceed \$163,000 (One Hundred Sixty-Three Thousand Dollars).

4. Payment shall be made upon receipt of claims, authorized, and approved by the COUNTY. Claims shall include the names of clients served and dates of service during the billing period. Claims are to be sent to:
Terry L. Bolden
Oklahoma County Social Services
5905 N. Classen Court Ste. 302
Oklahoma City, OK 73118
5. This agreement may only be amended or modified by subsequent written agreement between parties and cannot be assigned without written permission of the other party.
6. These parties agree this agreement will become effective July 1, 2024, upon approval by the Board of Oklahoma County Commissioners and will terminate on June 30, 2025. The parties may agree to renew this contract by subsequent written agreement based on the County fiscal year.
7. This contract may be terminated in the following ways:
 - a. For cause, immediately upon notice to the other party
 - b. For any other reason upon written notice to the other party at least 30 days prior to the date of termination
8. This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Clerk. Upon approval of this contract, a blanket purchase order will be issued by Oklahoma County. It is expressly understood that the COUNTY is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within limitations provided by Oklahoma law.

PROVIDER

Amanda Dirmeyer
Daily Living Centers of Oklahoma

Date: 6-26-24

Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26 day of JUNE, 2024, personally appeared AMANDA DIRMEYER to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of DAILY LIVING CENTERS as its PRESIDENT/CEO, and as a free and voluntary act and deed of said entity for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

Notary Public DONNA NYE
My commission expires: 04/06/2027
My commission number: 23004845



OKLAHOMA COUNTY governed by the BOARD OF COUNTY COMMISSIONERS



Christi Marshall, Director; Oklahoma County Social Services

CHAIRMAN

ATTESTED BY: COUNTY CLERK

MARESSA TREAT

Approved this _____ day of _____, 2024, as to form and legality.

DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unity Insurance Partners 3932 S. Boulevard Edmond OK 73013	CONTACT NAME: Lacy Burkhart PHONE (A/C, No, Ext): 405-359-0583 FAX (A/C, No): 405-359-0595 E-MAIL ADDRESS: lburkhart@unity-ip.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Daily Living Center, Inc. PO Box 608 Bethany OK 73008	INSURER A: Philadelphia Indemnity Ins. Co	NAIC # 18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

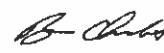
COVERAGES **CERTIFICATE NUMBER:** 124498118 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2672321	4/10/2024	4/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2672321	4/10/2024	4/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		PHPK2672321	4/10/2024	4/10/2025	Each Occurrence Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Oklahoma County Social Services Dept. 5905 N. Classen Court, Suite 302 Oklahoma City OK 73118	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REQUISITION

12500799-00 FY 2025

BILL TO

 OK COUNTY SOCIAL SERVICES -----
 7401 NE 23rd -----

 OKLAHOMA CITY , OK 73141

VENDOR

 DAILY LIVING CENTER
 PO BOX 608

BETHANY, OK 73008

Tel# 949-1197
 Fax# 949-1197

SHIP TO

 OK COUNTY SOCIAL SERVICES
 7401 NE 23rd

OKLAHOMA CITY, OK 73141

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
06/26/24	000467			Social Services

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	BLANKET-CW25004-FOR SENIOR SERVICES FY 2425 ON BOCC AGENDA 7/1/2024	163000.00	EACH	1.00000	163,000.00

Ship To
 OK COUNTY SOCIAL SERVICES
 7401 NE 23rd
 OKLAHOMA CITY, OK 73141

REQ TOTAL 163,000.00

** END OF REPORT - Generated by Terry Bolden **