

County Request No. 332

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: 05/23/2024 Department: JJC

State the nature of the legal request: _____

Please review and approve the Renewal Contract between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Dr. Tamara Trower, PhD., who shall provide Psychological Evaluations of clients coming to the attention of the County. Requisition 12500164, not to exceed \$4,500.00, has been issued to Dr. Tamara Jean Ann Trower, PhD. This Agreement shall be effective July 1, 2024 through September 30, 2024, contingent upon encumbrance of funds. Requested by Hannah Dix, Oklahoma County Juvenile Bureau Director.

RECEIVED

MAY 24 2024

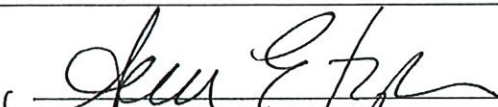
CIVIL DIVISION
DISTRICT ATTORNEY



County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 5/24/24 

Assistant District Attorney

AGREEMENT FOR SERVICES

This Agreement consists of five (5) 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 Dr. Tamara Trower, Ph.D., 14020 N. Western Avenue, Suite 107, Edmond, OK 73013, hereinafter called "Contractor". The purpose of this Agreement is to secure psychological evaluations on clients coming to the attention of the County.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the County or any other division or department of the County. She is properly trained and qualified to provide psychological evaluations 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

This Agreement shall become effective (1st) day of July 2024 and shall terminate at the close of the (30th) day of September 2024. Costs incurred prior to or subsequent to those dates are not allowed.

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 therefrom, and no 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

Contractor will provide psychological evaluations of children and youth eighteen (18) years of age and under as ordered by the court. She shall be compensated for her services in accordance with the following fee schedule:

1. Contractor agrees to provide psychological evaluations for 2 children and youth eighteen (18) years of age and under, per month, for three months at a cost of Seven hundred and fifty dollars (\$750.00) per evaluation.

Payment for services rendered will be made only upon receipt of documented claims. These claims shall be submitted monthly in the format and in accordance with procedures prescribed by the County. The County must authorize all claims. Total payments pursuant to this contract shall not exceed \$4,500.00 (Four Thousand Five Hundred Dollars).

In the event 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 claims 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 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 or 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. The 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. Contractor agrees to conduct psychological testing and interviews of clients at the Contractor's office or at the Oklahoma County Juvenile Bureau as requested.
 - It shall be the responsibility of the County to provide proper accommodations (available space/room) and environment adequate for psychological and mental evaluations. Such accommodations and environment shall meet the standards of APA (American Psychological Association) Standards of Practice Statutes and Standards of Practice for Forensic Psychologists division of APA and AERA (American Educational Research Association) for professional, standards of practice, in conducting such evaluations, including appropriate freedom of interference, intrusiveness of personnel, and noise levels such that in meeting such standards it will be appropriately free from undue noise, interference and disturbance to be both reliable and valid.
3. Contractor agrees to appear in court and testify under oath as to the interpretation of test results and contents of the written evaluation report.
4. Contractor agrees to produce written report of findings and conclusions within ten (10) working days following administration of the evaluation testing.
5. Contractor affirms she is knowledgeable of Oklahoma Statutes pertaining to children and youth eighteen (18) years of age and under.
6. Contractor agrees testing instruments used in the evaluation process to arrive at findings and conclusions will be maintained on file for twenty-four (24) months from the date of testing.

7. Contractor affirms she is a Ph.D. Clinical Psychologist with specialized training with adults and adolescents licensed to practice under the applicable laws of the State of Oklahoma.
8. Contractor and/or persons they designate to serve during her absence agree to adhere to Oklahoma County Juvenile Bureau's policies and procedures concerning facility security and confidentiality of client information.

ARTICLE VII 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 execute 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, sex, national origin or handicap.

ARTICLE VIII 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 their performance hereunder. It is further agreed that Contractor will indemnify and hold harmless Oklahoma County against all claims and causes of action of any kind and character, which may arise as a result of.

ARTICLE IX 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 with their requirements shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the County.

Contractor understands she 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 any inspection, investigation or evaluation is made by the County, the Contractor shall provide all reasonable assistance. All inspections, investigations, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

ARTICLE XI FEES

Contractor shall not impose any fees to County employees for services provided pursuant to this Agreement.

ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

ARTICLE XIII CANCELLATION/TERMINATION

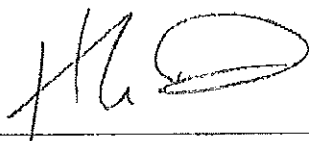
In the event Contractor fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the County may, upon written notice of default to Contractor, cancel this Agreement immediately and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Agreement may be terminated for any reason, by either party by giving thirty (30) days written notice to the other party.

ARTICLE XIV MODIFICATION

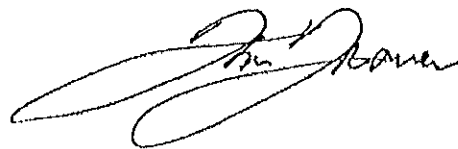
Contractor is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

This Agreement 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.

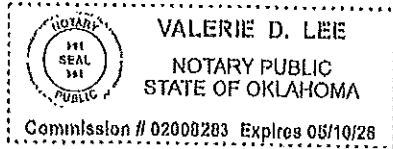


Hannah Dix, Director
Oklahoma County Juvenile Bureau
5905 N. Classen Court, Suite 202
Oklahoma City, OK 73118



Dr. Tamara Trower, Ph.D.
Contractor
14020 N. Western Avenue, Suite 107
Edmond, OK 73013

Subscribed and sworn to before me this 23rd day of May, 2024.



My Commission Expires: 5/10/28 Valerie D. Lee
Notary Public

COUNTY

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

**Board of County Commissioners
Oklahoma County, Oklahoma**

By _____
Chairman

By _____
Member

ATTEST:

County Clerk

By _____
Member

APPROVED as to form and legality this 24 day of May 2024.

[Signature]
Assistant District Attorney

Health Service Psychologist
OKLAHOMA



THIS IS TO CERTIFY THAT
Tamara Trower, Ph.D.

License #1206 Expires 12/31/2024

IS LICENSED AS A PSYCHOLOGIST IN THE STATE OF OKLAHOMA AS
AUTHORIZED BY THE STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS.

Lois M. ...

Chair of the Board

Leanne Row...

Executive Officer

