

County Request No. \_\_\_\_\_

**REQUEST FOR LEGAL SERVICES**

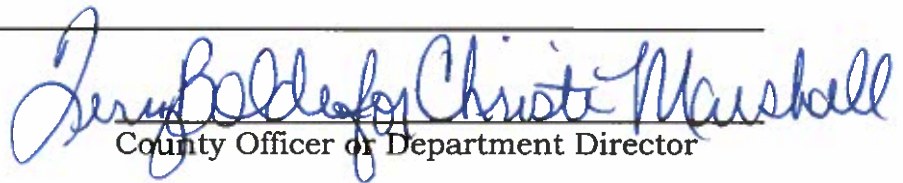
This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not 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: 06/25/2024 Department: Social Services

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

Approval as to form & legality of agreement between BOCC on behalf of the Dept. of OK County Social Services and Cardinal Community House to provide respite care services and permissible use of space. Amount payable under this contract not to exceed \$205,999.92 with a monthly billing. Agreement to be effective July 1, 2024- 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**  
**Oklahoma Halfway House, Inc., DBA Cardinal Community House**

This contract 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 Oklahoma Halfway House, Inc., DBA Cardinal Community House, herein referred to as PROVIDER for the provision of respite care services to eligible people who are indigent and experiencing homelessness.

1. COUNTY will assume the following duties and responsibilities:
  - A. Conduct eligibility screening of potential entrants into the program, identifying eligible participants who are experiencing homelessness and in need of a safe place to stay and supportive services while recovering from an illness, procedure, or injury. Residents may require light assistance but will be medically and behaviorally stable and able to care for themselves in terms of feeding, dressing, bathing, and toileting.
  - B. Refer eligible participants in writing to PROVIDER, and determine admission dates, anticipated discharge dates and specific services needed
  - C. Provide payment for services based on invoicing and reporting of clients served and dates of service on a monthly basis.
  
2. PROVIDER will assume the following duties and responsibilities:
  - A. Provide a residential facility that is clean, suitable and safe for Oklahoma County participants to recover. Services to be provided in Building #4, also known as the North Hall, of Oklahoma Halfway House, Inc., DBA Cardinal Community House, located at 517 Southwest 2<sup>nd</sup> Street, Oklahoma City, Oklahoma, 73109. Service area to be designated as "Oklahoma County Respite Care Program"
  - B. Services shall be provided for up to 7 (seven) persons at any given time.
  - C. SERVICES AND ACCOMMODATIONS: The following services and accommodations shall be provided and included in the base cost specified in this contract:
    - i. Room and board, with a bed, dresser, chair, and locker to secure belongings.
    - ii. Appropriate space and furnishings inside the facility that affords a reasonable amount of privacy, with one occupant to each room. All equipment, furnishings, and buildings shall be maintained in proper working order.
    - iii. All utilities including cable television in common areas and internet
    - iv. Meals to include a cold breakfast station and catered meals for lunch and dinner, served at regular mealtimes. Frozen meals will be made available for those who did not eat at regular mealtimes. Meals are to be dietician approved and accommodations shall be made to meet medical restrictions and special dietary needs.
    - v. Toiletries, linens, towels, and basic necessities
    - vi. A clothing closet from which clients can obtain needed items of clothing

- vii. Laundry machines and detergent at no cost to the residents
- viii. Janitorial service for common areas to support resident sanitation efforts
- ix. Onsite classes including substance abuse and mental health groups
- x. Telephones for local calls
- xi. Computer lab with internet access
- xii. Private space equipped with technology to allow telehealth sessions, visits by a medical provider, and/or a home health aide.
- xiii. Availability of case management, utilizing a strength-based case management framework that focuses on identifying the personal strengths and needs of the client, with service plans to address identified needs and referrals to other social services agencies.
- xiv. Adequate space and staff supervision for counseling sessions, group meetings, and visitation.
- xv. Availability of continued case management to participant upon discharge, and follow up with participant at 45 days and at 90 days, regardless of continued case management after discharge.

#### D. STAFFING

- i. The agency shall appoint a qualified Administrator, who shall be the primary point of contact and responsible for ensuring compliance with this contract, and shall ensure that the facility is appropriately staffed at all times to provide monitoring, oversight, security and safety of all residents at the facility. Employees shall be qualified and trained paid employees on the facility premises. The staffing pattern must be responsive to the agency's operations, residents' needs, and other relevant factors to ensure it is adequate, with a minimum of one staff person assigned to the Respite Center Program twenty-four hours per day.

#### E. ADMISSIONS

- i. PROVIDER shall conduct orientation with participant upon admission, to include but not be limited to, information about processes and procedures, schedules, safety protocols and case management.
- ii. PROVIDER shall conduct additional 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.
- iii. In the event PROVIDER determines that a 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, or a physical or mental condition that indicates a need for level of care beyond the scope of service, PROVIDER will provide written notification to the County that the participant will not become, or will no longer be, a suitable program Participant under this agreement.

## F. DISCHARGE / SEPARATION FROM PROGRAM

- i. PROVIDER will provide written procedures to be followed when a resident discharges from the program. These procedures will include, at a minimum, the following:
  - a) Receipt of notification of discharge
  - b) Notification of voluntary discharge
  - c) Return of personal effects such as medication and property
  - d) Arrangements for completion of any pending action such as application for services and benefits
  - e) Arrangements for follow up
  - f) Forwarding address and telephone number
  - g) Instruction on forwarding of mail
- ii. In the event that a resident leaves the facility without notification to staff, that resident shall be considered "voluntarily discharged," and the resident's room will not be held for the resident beyond that time. PROVIDER will immediately notify the County if a resident voluntarily discharges himself or herself from the program prior to his or her identified discharge date.
- iii. PROVIDER will establish and maintain procedures to collect information on the disposition of resident property or to dispose of a resident's personal property in the event of death, hospitalization, or abandonment.
- iv. PROVIDER will immediately notify the county if a resident becomes seriously ill, requires emergency medical treatment, or dies.

## G. INFORMATION SECURITY / PRIVACY

- i. PROVIDER will provide a method to account for each file and will ensure documents are filed in a timely manner and will ensure records are safeguarded from unauthorized and improper disclosure. When any part of the information system is computerized, a security system must be in place to ensure confidentiality is maintained.
- ii. PROVIDER will not release information about a resident to any individual without obtaining a signed release of information form from the resident.
- iii. PROVIDER will maintain confidentiality in accordance with the Health Insurance Portability and Accountability Act

## H. FACILITY

- i. The campus shall be properly maintained and in compliance with the ADA, federal, state, and local codes. PROVIDER will maintain an acceptable level of fire and life safety by complying with the most current edition of applicable local and state building codes.
- ii. The restroom facilities for the females will be separate from restroom facilities for the males.

## I. SAFETY

- i. PROVIDER will maintain current written emergency plans and ensure that staff and residents are informed of processes and procedures under the plan.
- ii. Provider will ensure that all staff are certified in cardiopulmonary resuscitation (CPR). In addition, PROVIDER will ensure that staff are trained to respond to health-related situations to include universal precautions and suicide prevention. PROVIDER will provide on-site emergency first aid and crisis intervention to include a first aid kit, trained staff in basic first aid, and policy that outlines steps that employees take in case of an emergency.
- iii. PROVIDER will implement and maintain a sanitation plan that is effective in reducing the spread of illness and maintaining health and well-being shall be in place and adhered to. PROVIDER shall maintain a sanitation and housekeeping plan which provides for the upkeep of the facility. Residents will be responsible for cleaning their own rooms.
- iv. PROVIDER will ensure that food provided to the residents is safe and does not become a vehicle in a disease outbreak or in the transmission of communicable disease. PROVIDER will ensure that food is unadulterated, prepared in a clean environment, and honestly presented so that the type of food and its nutritional values are consistent with the information presented to the client. If PROVIDER is providing meals through arrangements with a local vendor or food service provider, will be responsible for ensuring compliance to the FDA, U.S. Department of Public Health, Food Code. PROVIDER will show evidence the establishment meets all state and/or local sanitation and health codes, and complies with the FDA, U.S. Department of Public Health, Food Code/
- v. PROVIDER shall have written policy and procedure regarding the control and distribution of prescribed medication.

## J. GENERAL TERMS AND CONDITIONS

- i. PROVIDER 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.
- ii. PROVIDER shall allow COUNTY staff to make announced and unannounced visits to the facility during the hours of operation;
- iii. PROVIDER shall maintain a written operations manual that is adhered to, regularly reviewed, and updated as needed.
- iv. PROVIDER 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.
- v. COUNTY and PROVIDER shall conduct periodic reviews of the program as needed, but at least quarterly.
- vi. PROVIDER will immediately notify the County of issues resulting in noncompliance of this agreement.

- K. Under this agreement, no person shall be subject to discrimination on the grounds of race, creed, color, age, sex, handicap, national origin, or religion.

- L. Oklahoma County will not be financially responsible for payment of Residents' medical, dental, vision, or mental health care.
- M. PROVIDER shall maintain current documentation of its status as a legal entity, property and liability insurance policies, and other relevant operational documentation. Provider shall meet all licensure requirements imposed by the City or State.
- N. PROVIDER 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. 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 to COUNTY if insurance policy should be canceled, terminated, or changed for any reason.
- O. PROVIDER shall provide Workers' Compensation insurance, as applicable, for its employees at PROVIDER'S own cost and expense and further, PROVIDER shall not be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
- P. PROVIDER 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.
- Q. PROVIDER 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 Provider 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 Provider, its officers, agents, or employees in the performance or non-performance of this contract by Provider; any failure by the Provider, 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.
- R. Provider shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees or agents. Provider agrees to hold harmless County of any claims, demands and liabilities resulting from any act or omission on the part of the Provider 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. PROVIDER 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.

- S. All terms and condition of this contact shall be construed and governed by the laws of the State of Oklahoma.
3. Compensation to provide for rendering the services described herein shall be \$16,666.66 (Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents) per month for respite and \$500 per month for permissible space per attached modification. The total amount paid to PROVIDER during the contract period shall not exceed \$205,999.92 (Two Hundred Five Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Two Cents).
  4. Payment shall be made upon receipt of claims, authorized and approved by 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, Suite 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. This agreement will become effective by the approval of the Board of Oklahoma County Commissioners beginning July 1, 2024, 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:
    - 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.





**Modification to contract between  
Board of Oklahoma County Commissioners on behalf of Oklahoma County Social Services  
and Oklahoma Halfway House, Inc., DBA Cardinal Community House**

The modification increases the contract amount, amount of space, and permissible use of space, as follows:

The addition of the East Wing of Building #4 for purposes of COUNTY meeting with non-residential clients of COUNTY. Space to be utilized includes the common area, office space, showers, restroom facilities, and clothing closet. All services in this space will be limited to clients of COUNTY and provided by COUNTY staff.

Compensation shall be an additional \$500 (Five Hundred Dollars) per month, to be billed monthly, which shall increase the annual contract amount by an amount not to exceed an additional \$6,000 (Six Thousand Dollars).

  
\_\_\_\_\_  
Oklahoma Halfway House, Inc, DBA  
Cardinal Community House

Date: 9/25/24

CAITLIN SMITH  
Notary Public - State of Oklahoma  
Commission Number 23011241  
My Commission Expires Aug 20, 2027

Acknowledgement

State of Oklahoma        )  
  ) ss.  
County of Oklahoma     )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25 day of June, 2024, personally appeared Kelli Wade 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 Cardinal Community House, as its Aunt, 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 

My commission expires: August 20, 2027 My commission number: 23011241

**OKLAHOMA COUNTY governed by the BOARD OF COUNTY COMMISSIONERS**

Christi Marshall, Director; Oklahoma County Social Services 

**CHAIRMAN** \_\_\_\_\_

Approved as to Form and Legality \_\_\_\_\_



REQUISITION

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 12500505-00 FY 2025

BILL TO

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

VENDOR

-----  
 OKLAHOMA HALFWAY HOUSE INC  
 517 SW 2ND STREET

OKLAHOMA CITY, OK 73109

SHIP TO

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

OKLAHOMA CITY, OK 73141

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
06/17/24	003980			Social Services		
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE	
001	BLANKET-SERVICE AGREEMENT-RESPIRE CARE SERVICES FOR AT LEAST 7 PERSONS/BEDS @ \$16,666.66 PER MONTH AND USE OF SPACE @ \$500 MONTH WING OF BUILDING #4 CONTRACT NOT TO EXCEED \$205,999.92 FY 2024/2025	205999.92	EACH	1.00000	205,999.92	

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

REQ TOTAL 205,999.92

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