

County Request No. 336

**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 MOU (Memorandum of Understanding) renewal between the BOCC of OK County on behalf of the OK County Juvenile Bureau and Oklahoma City-County Health Department on behalf of the Community Health Services. The purpose of the MOU is to provide curriculum to empower teens to change their behavior in ways that will reduce their risk of unplanned pregnancy or becoming infected with HIV and other STD's through "Making Proud Choices and "Power Through Choices" Program. This MOU shall be effective July 1, 2024-June 30, 2025. Requested by Hannah Dix, Juvenile Bureau Director.

RECEIVED

MAY 24 2024

CIVIL DIVISION  
DISTRICT ATTORNEY

[Signature]  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

Reviewed

Date of Reply: 5/24/24 [Signature]  
Assistant District Attorney

**OKLAHOMA COUNTY, OKLAHOMA  
OKLAHOMA CITY-COUNTY BOARD OF HEALTH**

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**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN OKLAHOMA CITY-COUNTY BOARD OF HEALTH, ACTING BY AND THROUGH THE OKLAHOMA CITY-COUNTY HEALTH DEPARTMENT (OCCHD), HEREINAFTER KNOWN JOINTLY AS THE "DEPARTMENT," AND THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY ON BEHALF OF THE OKLAHOMA COUNTY JUVENILE BUREAU, KNOWN AS THE "PARTNER."**

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Agreement effective as of the 1<sup>st</sup> day of July 2024.

Between the: Oklahoma City-County Board of Health,  
acting by and through the Oklahoma City-County  
Health Department  
2600 NE 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73111

on behalf of: Community Health Services  
Contract Monitor: Blaine Bolding, Deputy Chief Executive Officer  
Telephone Number: (405) 419-4044  
Email: [blaine\\_bolding@occhd.org](mailto:blaine_bolding@occhd.org)

**PARTNER:** Board of County Commissioners of Oklahoma County  
acting by and through the  
Oklahoma County Juvenile Detention Center  
5905 North Classen Court  
Oklahoma City, Oklahoma 73118

Contact Person: Hannah Dix, SHRM-SCP, Director  
Telephone Number: (405) 713-6410  
Email: [hannah.dix@oklahomacounty.org](mailto:hannah.dix@oklahomacounty.org)

The purpose of this MOU is to provide curriculum to empower teens to change their behavior in ways that will reduce their risk of an unplanned pregnancy or becoming infected with HIV and other STDs. *Power Through Choices* curriculum is provided through the Personal Responsibility Education Program (PREP) grant and has been shown to have a positive impact on the choices teens make.

This Agreement is a renewal.

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**THE DEPARTMENT AND THE PARTNER AGREE AS SET FORTH BELOW**

Standard contract consisting of 6 pages  
and 0 pages of attachments

## ARTICLE I SCOPE OF SERVICES

This Memorandum of Understanding (MOU) describes and documents the understanding and agreement reached between Oklahoma City-County Health Department (Department) and Oklahoma County Juvenile Center (Partner) to provide the "Power Through Choices: My Life, My Choices" curriculum through the Personal Responsibility Education Program (PREP) grant.

The Department desires to furnish a comprehensive PREP educational curriculum, set forth more specifically above, to the Partner, and the Partner desires to utilize this program for the education of its students.

### CURRICULUM

*Power Through Choices* curriculum contains two major themes, divided into ten (10) sessions, along with a pre-test and a post-test. These main themes focus on self-empowerment and the impact of choices in an individual's future. The curriculum's goal is to provide youth involved in systems of care with specific information and skills to help them avoid risk-taking sexual behavior and reduce the incidence of adolescent pregnancy, HIV, and other STIs.

Curriculum objectives are to enable youth participants to:

- Make healthy, positive choices related to sexual behaviors
- Develop and practice effective communication skills
- Identify and access available resources
- Use effective pregnancy and STI protection

### PARTNER RESPONSIBILITIES

1. Provide classrooms for instruction which are equipped with AV capabilities.
2. Provide the capability to receive instruction virtually to adapt for public health safety measures.
3. Provide a teacher to remain with the class for the duration of each session.
4. Handle all disciplinary issues that might arise.
5. Endeavor to reschedule any class that is cancelled due to unforeseen circumstances.
6. Administer parental consents required for each student who is not emancipated, in order to participate in the *Making Proud Choices* and *Power Through Choices* sessions and for students who do NOT take the pre/post tests.

### DEPARTMENT RESPONSIBILITIES

1. Provide on-site instruction in the program curriculum.
2. Provide virtual instruction as required to adapt to public health safety measures.
3. Administer a pre-test at the commencement of the instruction.
4. Administer a post-test at the conclusion of the instruction.
5. Provide a copy of the program curriculum.
6. Provide all videos, handouts, and materials required for the program.
7. Provide a Teen Pregnancy Prevention Specialist to administer the curriculum.
8. Provide sessions of the curriculum to be set in conjunction with the Partner.
9. Provide three (3) sessions on adulthood preparation topics.
10. Provide referrals to other Department services and programs.

**ARTICLE 2  
ALLOWABLE COST AND PAYMENT**

Each party shall assume all costs for their respective personnel and program costs related to their specific activities as outlined in this MOU.

**ARTICLE 3  
CONFIDENTIALITY**

Recognizing the Partner's Interest in providing the most secure environment possible for its students, the Department agrees it will act under this MOU in compliance with all applicable state and federal laws. The Department agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended.

**ARTICLE 4  
POLICIES AND PROCEDURES**

Each party hereto agrees to make available to the other party any rules, practices, and policies of each which are applicable to this contract. Each party shall comply with the rules, practices, and policies of the other in all activities and relationships.

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 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 Agreement and must be included in any subcontracts awarded involving this agreement. The parties represent that all services are provided and affirmative action to employ and advance in employment individuals is taken without discrimination on the basis of race, color, religion, national origin, sex, 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 and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

**ARTICLE 5  
LIABILITY**

Each party agrees to be solely responsible for personal injury or property damage resulting from the negligent or intentional acts or omissions of its employees, agents, or representatives while on the other's premises and engaged in the performance of obligations under this agreement. The Department is self-insured pursuant to the Oklahoma Governmental Tort Claims Act, 50 O.S. (Supp. 2024) § 151 et seq. and subject to the statutory limits of liability as set forth in said Act. If requested, the Department will furnish the Partner a Certificate of Self-Insurance.

All Department employees who will be on Partner property and acting on behalf of the Department in performance of this MOU are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from Partner.

It is the express intention of the parties that this MOU shall not be construed as, or given the effect of, creating a joint venture, partnership, or affiliation or association that would render the parties liable as partners, agents, employer-employee, contract-subcontractor, or otherwise create any joint and several liability. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The parties shall be responsible for acts and omissions to act of the respective officers and employees while acting within the scope of the employment according to the Governmental Tort Claims Act.

#### **ARTICLE 6 SPECIAL PROVISIONS**

The parties hereto agree that no official or employee of either shall receive any money or other gratuity as a result of the MOU or any benefit which may arise therefrom.

Each party agrees to comply with all local, state, and federal laws and regulations, and school district policies, rules, and regulations that are applicable to this MOU.

This entire MOU shall be in accordance with the laws of the State of Oklahoma and represents the entire agreement between the parties.

To the extent that an external evaluation of the program is required by the Department, the Partner will cooperate and assist in that effort with the expectation being that data and findings will be shared with the Partner upon completion of any such evaluation.

#### **ARTICLE 7 AMENDMENT**

This MOU is subject to amendment at any time, but only upon fully disclosed written consent and approval by both parties.

#### **ARTICLE 8 CONTRACT PERIOD**

This MOU shall commence on 1 July 2024 and shall terminate on 30 June 2025. This MOU is renewable for an additional term upon approval of both parties.

It is agreed that either party may terminate this MOU at any time before the end of the applicable term for any reason after giving the other a thirty (30) day written notice of termination. It is further agreed that either party may terminate this MOU immediately if the other fails to provide services in accordance with this MOU or in any way breaches any of the provisions of the MOU or if the other violates local, state, or federal laws.

**ARTICLE 9  
LEGAL AUTHORITY**

It is expressly understood that the Department is a governmental entity of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S. (Supp. 2024), Section 1500 et seq. and 62 O.S. (Supp. 2024), Section 430.1, and pursuant to the Operating Agreement effective 1 July 1988 and amendments thereto, entered into by the City of Oklahoma City, the County Commissioners of Oklahoma County, and the Board of Health of Oklahoma County to provide for the operation of the Department.

**ARTICLE 10  
DEBARMENT, SUSPENSION**

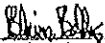
By signing this Agreement, the Partner represents and warrants that to the best of its knowledge, no employee or any of its Principals employed by the Oklahoma County Juvenile Center:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.
2. Have within a three (3) year period of this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Have, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal, state or local entity.
4. Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

Approved by the OCCHD Board of Health the \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(this date to be completed by OCCHD)

**OKLAHOMA CITY-COUNTY  
HEALTH DEPARTMENT**

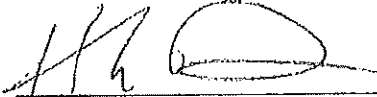
**OKLAHOMA COUNTY JUVENILE  
BUREAU**

  
Blaine Bolding (Apr 30, 2024 10:42 CDT)

Apr 30, 2024

Blaine Bolding  
Deputy Chief Executive Officer

Date



Hannah Dix, SHRM-SCP  
Director

Date

(Approvals on following page)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

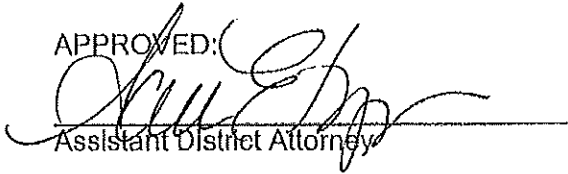
BOARD OF COUNTY COMMISSIONERS  
Oklahoma County, Oklahoma

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

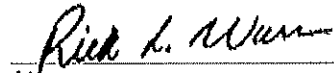
\_\_\_\_\_  
Member

APPROVED:

  
\_\_\_\_\_  
Assistant District Attorney

ATTEST: \_\_\_\_\_  
County Clerk

Approved as to form and legality by legal counsel for OCCHD.

 April 25, 2024  
\_\_\_\_\_  
Attorney Date