

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE MARCH 17<sup>27</sup>, 2010 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: JJC REQUESTED BY: LAWRENCE E. HICKS

REQUISITION NO.: 11005343/11005344 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: GRANT FUNDS (TITLE IV E)

FUND NUMBERS: 1233 / 5216 / 54455

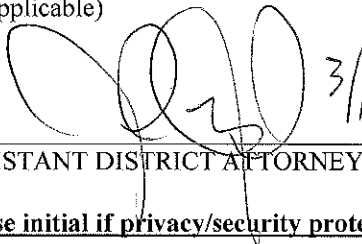
PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS:  YES  N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: ALL 3 ORIGINALS ARE TO BE RETURNED TO CHRISTINA RANDOLPH AT ACA STANDARDS & ACCREDITATION DEPT 206 N. WASHINGTON ST, SUITE 200 ALEXANDRIA, VA 22314-2528

AGENDA ITEM READS AS FOLLOWS: \_\_\_\_\_

PLEASE REVIEW AND APPROVE REACCREDITATION CONTRACTUAL AGREEMENT BETWEEN THE AMERICAN CORRECTIONAL ASSOCIATION AND THE OKLAHOMA COUNTY JUVENILE BUREAU. THE AMERICAN CORRECTIONAL ASSOCIATION WILL CONDUCT AN AUDIT OF THE JUVENILE BUREAU COURT SERVICES UNIT FOR REACCREDITATION ON JUNE 7-9, 2010. THE FEE FOR REACCREDITATION IS \$10,500, HALF PAYMENT IS DUE BEFORE THE AUDIT AND THE BALANCE DUE AFTER THE AUDIT.

APPROVED BY DA  
(If Applicable)

 3/11/10  
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER  
(If Applicable)

COUNTY ENGINEER

APPROVED BY PURCHASING  
(If Applicable)

  
PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION:  YES  N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION:  YES  N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
CHAIRMAN

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.


DATE OF REQUEST: 3 / 9 / 10.

COUNTY DEPARTMENT MAKING REQUEST: JUVENILE BUREAU

**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:** \_\_\_\_\_

PLEASE REVIEW AND APPROVE REACCREDITATION CONTRACTUAL AGREEMENT BETWEEN THE AMERICAN CORRECTIONAL ASSOCIATION AND THE OKLAHOMA COUNTY JUVENILE BUREAU. THE AMERICAN CORRECTIONAL ASSOCIATION WILL CONDUCT AN AUDIT OF THE JUVENILE BUREAU COURT SERVICES UNIT FOR REACCREDITATION ON JUNE 7-9, 2010. THE FEE FOR REACCREDITATION IS \$10,500, HALF PAYMENT IS DUE BEFORE THE AUDIT AND THE BALANCE DUE AFTER THE AUDIT.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
\_\_\_\_\_  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 3-9-10

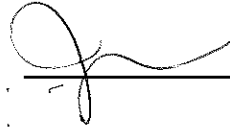
REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA  
DISTRICT ATTORNEY  
CIVIL DIVISION  
2010 MAR 11 AM 11:04  
RECEIVED

RECEIVED

MAR - 9 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

DAVID PRATER  
DISTRICT ATTORNEY

By: 

# PENDING APPROVAL

## AMERICAN CORRECTIONAL ASSOCIATION

### REACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Oklahoma County Juvenile Bureau, hereinafter referred to as the "Agency."

#### WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Juvenile Probation and Aftercare Services, second edition, and the 2008 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Juvenile Probation and Aftercare Services, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:
  - a. Accepts the standards and criteria for reaccreditation, including subsequent modifications or amendments thereto;
  - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek reaccreditation for the following specified agencies, facilities or programs:

#### **Oklahoma County Juvenile Bureau-Court Services**

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the reaccreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
- d. Will strive at all times to achieve and/or maintain the reaccreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

# PENDING APPROVAL

2. The Association shall:
  - a. Use only standards approved by the American Correctional Association in the reaccreditation process, making judgments of compliance based on written documentation, visual confirmation, or both;
  - b. Provide information on the reaccreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
  - c. Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense;
  - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process;
  - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
  - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
  - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
  - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss; for any reason, of accreditation; and,
  - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay a reaccreditation fee in the amount of **\$10,500.00** payable without deduction or refund as stipulated in the following schedule:
  - a. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total reaccreditation fee **\$5,250.00** shall be payable within 30 days from the commencement of this contract.
  - b. In consideration of completion of the standards compliance audit, the remaining 50% of the total reaccreditation fee **\$5,250.00** shall be due 30 days after completion of the audit. **The total fee must be paid in full to receive your certificate of accreditation.**
  - c. This accreditation fee includes attendance before the Commission panel hearing for one person. This includes round trip supersaver airfare, airport or hotel parking, two nights lodging (not to exceed the lowest, single ACA rate for the headquarter hotel), per diem of \$32.00 per day, \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner (up to 2.5 days), and miscellaneous expenses totaling \$25.00.
4. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.

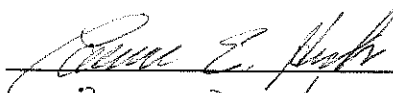
# PENDING APPROVAL

5. The Agency agrees to pay; in addition to the other reaccreditation fees provided herein, for the actual cost of field consultation services to the facility/program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.
6.
  - a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after reaccreditation is granted or the Contract is terminated pursuant to subparagraph b).
  - b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.
  - c. All reaccreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

**Oklahoma County Juvenile Bureau-Court Services**

By:   
Title: Bureau Director  
Date: 7-5-10

For the:

**AMERICAN CORRECTIONAL ASSOCIATION**

By: \_\_\_\_\_  
Title: Executive Director  
Date: \_\_\_\_\_

# PENDING APPROVAL

Please send invoice to:

Name: Valerie Lee, Business Manager

Facility: OK County Juvenile Bureau

Address: 5905 N Classen Ct Suite 201  
OKC, OK 73118

Telephone Number: (405) 713-6439

Email: jjvallee@oklahomacounty.org

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

Attention: Christina Randolph

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

# PENDING APPROVAL

The Board of County Commissioner's approved the American Correctional Association Reaccreditation Contract on March 24, 2010.

**BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA**

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Ray Vaughn, Chairman

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Willa Johnson, Vice Chairman

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Brian Maughan, Member

ATTEST:

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Carolynn Caudill, County Clerk

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 03-08-2010

Requisition No--: 11005343

Requisition Type--: Purchase Requisition

Creation Date--: 03-08-2010

Description--: NOC - REACCREDITATION FEE FOR COURT SERVICES (JUNE 7-9, 2010)

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Lee, Valerie Denise	1	\$ 5250.00	\$5,250.00	SERVICE, PROFESSIONAL
Item Description: PROFESSIONAL SERVICE/REACCREDITATION AUDIT SERVICES FOR JUVENILE BUREAU COURT SERVICES				
JUNE 7-9, 2010 (HALF- PYT/BALANCE DUE AFTER AUDIT)				
Vendor: AMERICAN CORRECTIONAL ASSOCIATION				
Distribution: 1233.5216.54455.2010				
Requisition Total:			\$5,250.00	

Approval Action (Circle One)

-----  
Approve      Forward      Reject

Forward To : \_\_\_\_\_

Note : \_\_\_\_\_

Signature: \_\_\_\_\_

*1st Pyt*

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 03-08-2010

Requisition No---: 11005344  
Requisition Type--: Purchase Requisition  
Creation Date---: 03-08-2010  
Description---: NOC - REACCREDITATION FEE BALANCE FOR COURT SERVICES AUDIT JUNE

Requestor  
Lee, Valerie Denise  
Item Description: PROFESSIONAL SERVICE/BALANCE DUE FOR COURT SERVICE REACCREDITATION AUDIT JUNE 7-9, 2010  
Qty/Amt      Unit Price      Line Amt      Category  
1      \$ 5250.00      \$5,250.00      SERVICE.PROFESSIONAL  
Vendor:AMERICAN CORRECTIONAL ASSOCIATION      Distribution: 1233.5216.54455.2010

Requisition Total: \$5,250.00

Approval Action (Circle One)

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Approve      Forward      Reject

Forward To : \_\_\_\_\_

Note : \_\_\_\_\_

Signature: \_\_\_\_\_

*Balance*