

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE JUNE 9, 2010 AGENDA

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

DEPARTMENT: Juvenile Justice Center REQUESTED BY: Lawrence E. Hicks

REQUISITION NO.: 11007363 REQUISITION SHEET ATTACHED: X YES N/A

NAME OF FUNDS: PROBATION FEE FUND

FUND NUMBERS: 1231 / 5200 / 54453

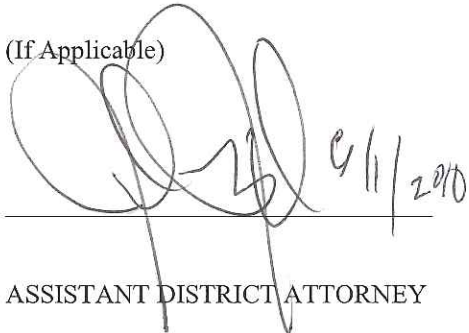
PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: YES X N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2 ORIGINALS

AGENDA ITEM READS AS FOLLOWS: PLEASE REVIEW AND APPROVE THE CONTRACT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY ON BEHALF OF THE OKLAHOMA COUNTY JUVENILE BUREAU AND BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA ON BEHALF OF THE DEPARTMENT OF PEDICATRICS, CENTER ON CHILD ABUSE AND NEGLECT WHO SHALL PROVIDE PSYCHOLOGICAL TREATMENT AND CONSULTATION OF ADOLESCENT SEX OFFENDERS COMING TO THE ATTENTION OF THE COUNTY. THIS AGREEMENT IS EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011.

APPROVED BY DA

(If Applicable)


e/11/2010

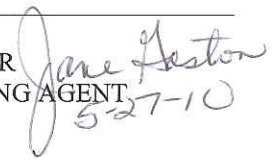
ASSISTANT DISTRICT ATTORNEY

APPROVED BY

ENGINEER
PURCHASING

(If Applicable)
(If Applicable)

COUNTY ENGINEER
PURCHASING AGENT


5-27-10

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: 5 / 26 / 10

COUNTY DEPARTMENT MAKING REQUEST: JJC

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

PLEASE REVIEW AND APPROVE THE CONTRACT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY ON BEHALF OF THE OKLAHOMA COUNTY JUVENILE BUREAU AND BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA ON BEHALF OF THE DEPARTMENT OF PEDICATRICS, CENTER ON CHILD ABUSE AND NEGLECT WHO SHALL PROVIDE PSYCHOLOGICAL TREATMENT AND CONSULTATION OF ADOLESCENT SEX OFFENDERS COMING TO THE ATTENTION OF THE COUNTY. THIS AGREEMENT IS EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011.

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).

James E. Hicks
COUNTY OFFICER

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DATE RECEIVED BY DISTRICT ATTORNEY: 6/1/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 01 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: *[Signature]*
2010 JUN 2 2:00 PM
STATE OF OKLAHOMA
DISTRICT ATTORNEY

PENDING APPROVAL

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 05-27-2010

Requisition No--: 11007363
Requisition Type--: Purchase Requisition
Creation Date--: 05-25-2010
Description--: DA CONTRACT FOR PSYCHOLOGICAL TREATMENT AND CONSULTATION OF ADOL

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Lee, Valerie Denise	30,000	\$ 1.00	\$30,000.00	SERVICE..PROFESSIONAL
Item Description: DA CONTRACT FOR PSYCHOLOGICAL TREATMENT AND CONSULTATION OF ADOLESCENT SEX OFFENDERS AS NEEDED				
Vendor: CENTER ON CHILD ABUSE/NEGLECT Distribution: 1231.5200.54453.2011				
Requisition Total:				\$30,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____

PENDING APPROVAL

AGREEMENT

This Agreement consist 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 Board of Regents of the University of Oklahoma on behalf of the Department of Pediatrics, Center of Child Abuse and Neglect; University of Oklahoma Health Science Center, CHO-3B-3406, Post Office Box 26901, Oklahoma City, OK 73190 hereinafter called "Contractor" is for the purpose of securing psychological treatment and consultation of adolescent sex offenders coming to the attention of the County.

The services contemplated by this Agreement are of mutual interest and benefit to Contractor and to County, will further the instructional objectives of Contractor in a manner consistent with its status as a non-profit, state, educational institution, and may derive benefits for both County and Contractor through the advancement of knowledge.

ARTICLE I QUALIFICATIONS

The Contractor is in the Center on Child Abuse and Neglect in the Department of Pediatrics at the University of Oklahoma Health Sciences Center and not an agent of the County or any other division or department of the County. Mark Chaffin and Barbara L. Bonner, Jane Silovsky and Lisa Swisher, are employees of the Contractor and are properly trained and professionally qualified to provide psychological treatment services 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 PERIOD

This Agreement shall become effective (1st) day of July 2010 and shall terminate at the close of the (30th) day of June, 2011. Costs incurred prior to or subsequent to those dates are not allowed. Neither party to this Agreement shall have the unilateral right to renew or extend the term of this Agreement upon its termination or expiration, but the parties may hereafter agree to such renewal or extension by written agreement.

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 there from, and no other 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

The Contractor will provide psychological services to clients referred by the County and the Contractor will be paid at the rate of \$75.00 per session for adolescent sex offender group psychotherapy and \$60.00 per session for children with sexual behavior problems group therapy and up to \$100.00 per hour for individual psychotherapy, evaluation, or consultation when provided by Ph.D level provider and a rate of \$30.00 per person each session for group psychotherapy and up to \$50.00 per hour for individual psychotherapy, evaluation or consultation when delivered by Master's level provider. There will be a monthly charge of \$200.00 for Administrative Fees. The amount that can be paid pursuant to Article IV of the Agreement cannot exceed (Thirty Thousand Dollars) \$30,000.00, and Contractor shall stop providing services once this amount has been met.

regulations (41 CFR Part 60 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 without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, 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 Assistance Act of 1974, 38 U.S.C. sec. 4212.

ARTICLE VIII LIABILITY

The parties agree that each will be responsible for the intentional and negligent acts and omissions of itself, its agents and employees according to the terms of the Oklahoma Governmental Tort Claims Act.

ARTICLE IX COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, ruling 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 it 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 the County makes any inspection, investigation or evaluation, the Contractor shall provide all reasonable assistance. All inspections, investigation, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

ARTICLE XI OWNERSHIP INFORMATION

Contractor represents that no person providing services under this agreement has ownership or controls interest in, or is an agent or managing employee of the County.

ARTICLE XII 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

PENDING APPROVAL

For the faithful performance of the terms of this amended contract the parties hereto in their capacities as stated affix their signatures.

Oklahoma County Juvenile Bureau

Board of Regents of the University of
Oklahoma
Center of Child Abuse & Neglect
CHO-3B-3406
P.O. Box 26901
Oklahoma City, OK 73190

Lawrence E. Hicks
Lawrence E. Hicks
Director
Oklahoma County Juvenile Bureau

Lisa C. Asch 5-4-10
Lisa C. Asch, MS, MPH, CRA
Associate Director,
Office of Research Administration

[Signature]
Richard W. Kirby, Administrative Judge
Juvenile Division, District Court

Read and Acknowledged:
Barbara L. Bonner
Barbara Bonner, Ph.D.

Subscribed and sworn to before me this 4 day of May, 2010.

My Commission Expires: 9-10-12 *Mitzi Jones*
Notary Public



APPROVED this _____ day of _____, 20____.

Board of County Commissioners
Oklahoma County, Oklahoma

Chairman

APPROVED: *[Signature]* 6/11/2010
Assistant District Attorney

Member

ATTEST: _____, Deputy
Carolyn Caudill, County Clerk

Member