

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 16, 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.: 11007687 REQUISITION SHEET ATTACHED: _____ YES N/A

NAME OF FUNDS: General Fund

FUND NUMBERS: 1001 / 5200 / 54453

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

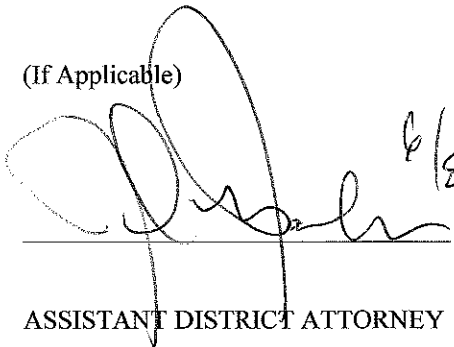
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: _____

Please review and approve the FY 2011 Contract Renewal and Modification Regional Secure Detention Contract between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Detention Center and Ernest V. Turner, DDS who shall serve as the "On-Call Dentist" for the County and provide on-site dental care to children/youth who are detained as provided for in this Agreement. The services provided shall not exceed \$2,000 dollars during the Contract Period. This contract shall become effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

(If Applicable)


6/8/2010
ASSISTANT DISTRICT ATTORNEY

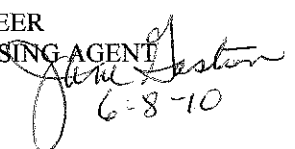
APPROVED BY

ENGINEER
PURCHASING

APPROVED BY

(If Applicable)
(If Applicable)

COUNTY ENGINEER
PURCHASING AGENT


6-8-10

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.

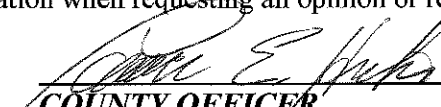
DATE OF REQUEST: 6 / 8 / 10

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 FY 2011 Contract Renewal and Modification Regional Secure Detention Contract between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Detention Center and Ernest V. Turner, DDS who shall serve as the "On-Call Dentist" for the County and provide on-site dental care to children/youth who are detained as provided for in this Agreement. The services provided shall not exceed \$2,000 dollars during the Contract Period. This contract shall become 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).



COUNTY OFFICER


DATE RECEIVED BY DISTRICT ATTORNEY: 6/8/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED

JUN 08 2010

CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: 

DATE PRINTED--: 06-07-2010

Requisition No--: 11007687
Requisition Type--: Purchase Requisition
Creation Date--: 06-07-2010
Description--: DA CONTRACT FOR MEDICAL SERVICES (DENTIST) FOR FY 2011

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Lee, Valerie Denise	2,000	\$ 1.00	\$2,000.00	SERVICE.PROFESSIONAL
Item Description: DENTAL SERVICES FOR JUVENILES IN DETENTION AS NEEDED/FY 2011				
Vendor:ERNEST V TURNER, FAMILY DENTISTRY				
Requisition Total:			\$2,000.00	
				Distribution: 1001.5200.54453.2011

Approval Action (Circle One)

----- Forward ----- Reject -----

Forward To : _____

Note : _____

Signature: _____

PENDING APPROVAL

AGREEMENT

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 **Ernest V. Turner, DDS**, hereinafter called "Contractor" constitutes the entire Agreement between the County and Contractor.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the County.

Contractor is a Dentist with a practice in General Dentistry and is licensed to practice Dentistry in the State of Oklahoma.

Contractor agrees to serve as on-call Dentist for the County and agrees to provide on-site dental care to children/youth who are detained as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This agreement shall become effective **(1st) day of July 1, 2010** and shall terminate at the close of the **(30th) day of June 2011**. Costs incurred prior to or subsequent to those dates are pursuant to the previous contract.

ARTICLE II 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 employee of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

In return for services provided pursuant to Article I and VI, the County agrees to pay Contractor Fifteen dollars (15.00) per child/youth treated per visit plus the fee(s) listed on the attached fee schedule for the specific service(s) or procedure(s) performed on each child/youth treated. The amount that can be paid pursuant to this Agreement cannot exceed \$2,000.00 (Two Thousand Dollars) during the Contract period.

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.

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 of 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. Contractor agrees to respond within (12) twelve hours following the County's request for services pursuant to this agreement.
2. Need for on-site dental care must be authorized by the facility physician or nurse and approved by the Assistant Facility Administrator.
3. On-site dental care will be limited to those situations where an acute problem or symptom has been identified by the facility physician or registered nurse or where acute pain is evident and in need of immediate attention.
4. The dental care provided should be limited to those services or procedures which provide temporary relief and can be performed on-site in our medical clinic. It is our desire that use of pain relief medications is limit to non-narcotic medications and the prescriptions are non-refillable unless the Dentist examines the child/youth again.

5. Contractor agrees to adhere to policy 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 his work under this Agreement as an independent contractor and agrees that the County is to be free from all liabilities and damages resulting from his performance hereunder. It is further agreed that Contractor will indemnify and hold harmless the County against all claims and causes of action of any kind and character, which may arise as a result of Contractor's performance under this contract.

Contractor further agrees not to hold County liable for any personal loss of property or personal injury or death, which may result from his/her rendering of any services by Contractor pursuant to this Agreement.

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/he is responsible for payment of wages and benefits required by federal law (i.e., FICA) to any employed in conjunction with fulfillment of obligations of the Agreement.

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 inspections, 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 fees to clients 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 a agent of 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 (30) days written notice to the other party.

ARTICLE XIV MODIFICATION

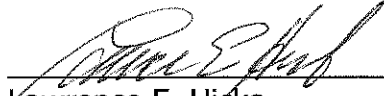
Contractor is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

PENDING APPROVAL

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

Oklahoma County Juvenile Center


PARTICIPANT



Lawrence E. Hicks
Director

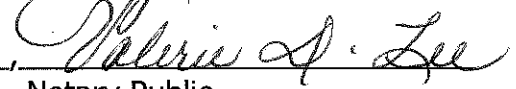


Ernest V. Turner



Richard W. Kirby
Presiding Judge
Juvenile Division, District Court

Subscribed and sworn to before me this 7th day of June, 2010.

My Commission Expires: 5/10/14, 

Notary Public

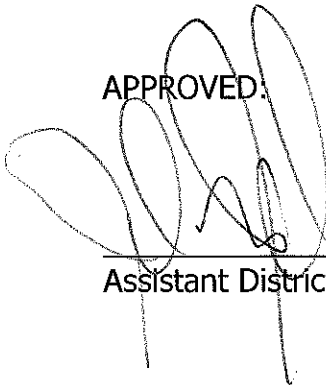


APPROVED this _____ day of _____, 20____

Board of County Commissioners
Oklahoma County, Oklahoma

APPROVED:

Chairman



Assistant District Attorney

6/8/2010

Member

ATTEST: _____, Deputy
Carolynn Caudill, County Clerk

Member