

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 23, 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.: 11007882 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

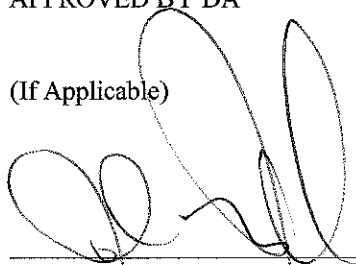
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: _____

Please review and approve Contractual Agreement between the Board of County Commissioners of Oklahoma County and C & W Medical LLC, who shall serve as Medical Doctor for the County and agrees to provide medical examinations to children and youth and staff as provided for in this Agreement. He/She also agrees to supervise the design and implementation of a medical program which meets ACA Standards for Secure Detention. This Agreement is effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

(If Applicable)


6/16/2010

ASSISTANT DISTRICT ATTORNEY

Please initial if privacy/security protected information exist

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

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

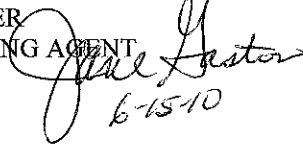
(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED
BY: _____
CHAIRMAN

APPROVED BY
ENGINEER PURCHASING

(If Applicable)
(If Applicable)

COUNTY ENGINEER
PURCHASING AGENT

6-15-10

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 / 14 / 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 Contractual Agreement between the Board of County Commissioners of Oklahoma County and C & W Medical LLC, who shall serve as Medical Doctor for the County and agrees to provide medical examinations to children and youth and staff as provided for in this Agreement. He/She also agrees to supervise the design and implementation of a medical program which meets ACA Standards for Secure Detention. 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).

[Signature]

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/16/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
210 JUN 16 P 1:57
STATE OF OKLAHOMA
OKLAHOMA COUNTY
CIVIL DIVISION
CLERK

RECEIVED
JUN 16 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: *[Signature]*

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 **C&W Medical L.L.C. (Jerry C. Childs, Jr.) 1520 Morning Star, Edmond, OK 73034** 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 specialist in providing medical treatment to children and youth under eighteen (18) years of age and is licensed to practice medicine in the state of Oklahoma.

Contractor agrees to serve as Medical Doctor for the County and agrees to provide medical examinations to children/youth and staff as provided for in this Agreement. He/She also agrees to supervise the design and implementation of a medical program which meets American Correctional Association Accreditation Standards for Secure Detention Facilities.

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 therefrom, and no 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

In return for services provided pursuant to Article I and VI, the County agree to pay Contractor the sum of Thirty Thousand Dollars (\$30,000.00) which is to be divided into 12 monthly payments of Two Thousand Five Hundred Dollars (\$2,500.00) each. Contract cannot exceed Thirty Thousand Dollars (\$30,000.00)

Payment is only authorized if the County appropriates and encumbers such money and only if payments are made by the County after services are rendered. In no instance shall the County be responsible for advance payments to Contractor or any of its sub-contractors.

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. All claims must be authorized by the County.

In the event claims are subsequently disallowed by the County pursuant to the agreement, the Contractor shall repay the General Fund of the County, on demand, the amount of any such disallowed claims or at the discretion of the County may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the County's right thereafter to establish the allowability of any such item(s) of cost under this Agreement.

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 be available up to eight (8) hours weekly to provide services pursuant to this Agreement.
2. In the event Contractor is unavailable it is understood he/she will make arrangements for another qualified physician to fill in at no additional cost to the County. A list of qualified physicians who will likely substitute in his absence will be made available to the County by the Contractor. Included with their names will also be their areas of specialization and state medical license number. Also on file will be a letter of agreement from each stating they will adhere to our policies and procedures as well as adhere to all security procedures.
3. Contractor shall be responsible for the direct supervision of the design and implementation of the Medical Program for the County.
4. Contractor agrees to be available as needed each week to perform the following services.
 - Sick call
 - Conduct physical examinations on referred clients.
 - Conduct pre-employment physicals on prospective employees to ensure they meet the physical requirements, as stated in the written job description, for their specific job.
 - Attend to residents in detention in medical emergencies twenty four (24) hours per day, seven (7) days per week.
 - Assure accurate health records on each patient.
 - Assist with the development of medical and health care services policies and procedures mandated by the American Correctional Association.

- Supervise administration of all medications.
5. Contractor agrees to adhere to all applicable policy and procedure concerning facility security and confidentiality of client information.

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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.

Contractor agrees to maintain liability and malpractice insurance in amounts sufficient to satisfy any claims which may arise under the Governmental Tort claims Act at 51 O.S. 151-171 (up to \$1,000,000.00 for any number of claims arising out of the performance of this contract and resulting from any acts of omission or commission by the Contractor).

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 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 any inspection, 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.

PENDING APPROVAL

ARTICLE XI FEES

Contractor shall not impose any fees to clients for services provided pursuant to this Agreement.

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ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or 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 thirty (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.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

PENDING APPROVAL

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

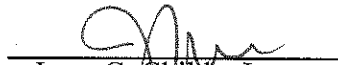
Oklahoma County Juvenile Center

PARTICIPANT




Lawrence E. Hicks
Director

C.&W. Medical, L.L.C.



Jerry C. Childs, Jr.
1525 Morningstar
Edmond, OK 73034



Richard W. Kirby
Presiding Judge
Juvenile Division,
District Court

Subscribed and sworn to before me this 11th day of June, 2010

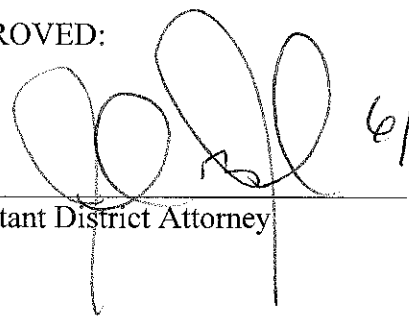


Commission Expires: 5/10/14 Valerie A. Lee
Notary Public

APPROVED this _____ day of _____, 2010

Board of County Commissioners
Oklahoma County, Oklahoma

APPROVED:



Assistant District Attorney

Chairman

Member

ATTEST: _____, Deputy
Carolynn Caudill, County Clerk

Member

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007882
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: DA CONTRACT FOR PROFESSIONAL SERVICES (PHYSICIAN) FOR JUVENILES

Requestor
Lee, Valerie Denise
Item Description: DA CONTRACT FOR PROFESSIONAL SERVICES (PHYSICIAN) AS NEEDED FOR JUVENILES IN
DETENTION/FY 2011
Vendor:C&W MEDICAL
Qty/Amt Unit Price Line Amt Category
30,000 \$ 1.00 \$30,000.00 SERVICE,PROFESSIONAL
Distribution: 1001.5200.54453.2011

Requisition Total: \$30,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____