

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 30, 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.: _____ REQUISITION SHEET ATTACHED: _____ YES N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

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


NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: OJA requires that all 3
"Original" Contracts are returned to them for signature. They will return copies to the County after OJA signatures have
been affixed to the contract.

AGENDA ITEM READS AS FOLLOWS: _____

Please review and approve Contract between the Board of County Commissioners of Oklahoma County on
behalf of the Oklahoma County Juvenile Bureau and the Office of Juvenile Affairs for the FY 11 Alternative to
Detention/Transportation Contract. This contract will be effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

(If Applicable)

 6/18/2010

ASSISTANT DISTRICT ATTORNEY

APPROVED BY
ENGINEER PURCHASING

(If Applicable)
(If Applicable)

COUNTY ENGINEER
PURCHASING AGENT

Please initial if privacy/security protected information exist

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

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: RC 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

PENDING APPROVAL

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

560

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 / 17 / 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 Contract between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and the Office of Juvenile Affairs for the FY 11 Alternative to Detention/Transportation Contract. This contract will be 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).

Ramon E. Hicks
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/18/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
INFORMATION COUNTY
REMOVED OR FILED
2010 JUN 18 P 1:00
STATE OF OKLAHOMA
DAVID PRATER
COUNTY CLERK

RECEIVED
JUN 18 2010
CIVIL DIVISION
DISTRICT ATTORNEY
Revised 2003

DAVID PRATER
DISTRICT ATTORNEY
By: *[Signature]*

PENDING APPROVAL

3812 N. Santa Fe, Suite 400
P.O. Box 268812
Oklahoma City, OK 73126-8812



Main # (405) 530-2800
FAX # (405) 530-2890

State of Oklahoma
Office of Juvenile Affairs

June 3, 2010

RE: NOTICE OF INTENT TO CANCEL A **PROVISION** OF FY2011
INTERAGENCY AGREEMENT – ALTERNATIVES TO
DETENTION/TRANSPORTATION CONTRACT

Dear Commissioners,

Due to continued budget shortfalls declared by the State of Oklahoma, I regretfully find it necessary to cancel a **provision** in our current interagency agreement regarding the Alternatives to Detention/Transportation contract.

General Terms and Conditions; Paragraph R. Termination Due to Lack of Funding, states:

“OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.”

Given the 10% budget cuts during the 2010 contract year and the additional 4.8% budget cut for 2011, beginning **July 1, 2010**, the Office of Juvenile Affairs will no longer reimburse the County for **Attendant Care Services**. This has been a valuable service for many years in your community and great thought and consideration has been put into this decision. This will not have an affect on the transportation provision of the contract. OJA will continue to reimburse the County for transportation cost incurred for transporting youth. We would like to thank you for your understanding during this budget crisis.

Enclosed are three original FY 2011 Renewal Contracts. Original signatures are required on each of these three (3) renewal contracts. Please return the three (3) signed documents as soon as possible to:

**Office of Juvenile Affairs
Contracts & Procurement Unit
P. O. Box 268812
Oklahoma City, OK 73126-8812**

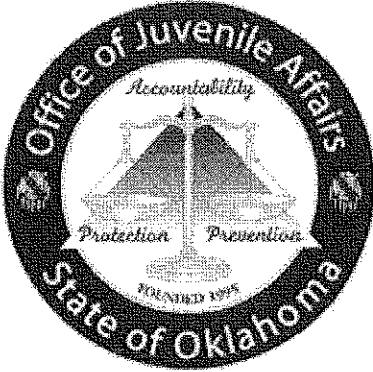
If you have any questions, please contact Shelly Waller at (405) 530-2837.

Respectfully,


Robert E. "Gene" Christian
Executive Director

Copied: Contract File
JSD File

PENDING APPROVAL



STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
Accountability, Protection, Prevention

FY2011 Contract

DETENTION TRANSPORTATION

Oklahoma County Commissioners

Robert E. "Gene" Christian, Executive Director

Kim Sardis, Division Director
Juvenile Services Division

Janelle Bretten, District Supervisor
District 3, Juvenile Services Unit

PENDING APPROVAL

**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
DETENTION TRANSPORTATION CONTRACT
Oklahoma County Commissioners
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**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
ALTERNATIVES TO DETENTION
CONTRACT**

This agreement, consisting of 9 pages ("Contract"), between the Oklahoma Office of Juvenile Affairs, ("OJA") and

**Oklahoma County Commissioners
320 Robert S. Kerr
Oklahoma City, OK 73102
FEI #: 7.36006E+11**

("Contractor"), constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, 10A O.S. § 2-3-103.B. provides that the County Sheriffs shall provide transportation to and from secure detention for certain purposes.

NOW, THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of the 1st day of July, 2010 or date a purchase order is issued, to 30th day of June, 2011. Work done before the effective date of the Contract is at the Contractor's risk. The Contract may be renewed at one (1) year intervals for two additional years at the same or modified terms.

II. COMPENSATION

A. Allowable Cost and Payment

OJA will pay Contractor to provide secure transportation for eligible juveniles in **Oklahoma** County.

B. Transportation

OJA shall reimburse Contractor for necessary and actual expenses of transporting juveniles who are detained in or detained for a secure detention center pursuant to 10A O.S. §2-3-103.B

Payment for reimbursable services rendered by Contractor will be made only upon receipt from Contractor of documented monthly claims in the format and in accordance with procedures prescribed by OJA. Contractor assures that all costs billed will be supported by documentation that will include copies of paid invoices, payroll records, time reports and approved methods for application of indirect costs.

Contractor further assures that all billings shall be based on actual costs incurred.

Final billings shall be submitted to OJA within sixty (60) days of the end of this contract year. Monthly billings submitted after sixty (60) days from the final month of service will be subject to non-reimbursement.

In the event any cost items claimed by Contractor are subsequently disallowed by OJA as cost items of this contract, Contractor shall repay OJA, on demand, the amount of any such disallowed items or at the discretion of OJA, OJA may deduct such amounts from subsequent payments due to Contractor. Any such deduction shall be without prejudice to the rights, if any, of Contractor to thereafter establish the allowability of any such cost under this contract.

III GENERAL TERMS AND CONDITIONS

A. Assignment and Subcontracting

1. Assignment

Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

2. Subcontracting

Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

a. Subcontract Modification

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

B. Audit

1. Federal Funds

Organizations that expend \$500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the Single Audit Act of 1984, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

Audit fees for the Contractor and/or its subcontractors expending less than \$500,000 in federal funds will not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if OJA has not received the Contractor's audit for the previous fiscal year.

C. Compliance with Laws, Statutes, and Regulations

Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities and which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

D. Debarment / Suspension

In accordance with 31 U.S.C. §1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986) Contractor certifies that neither it nor its principals are presently or

have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

E. Drug-Free Work Place

Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

F. Employment Relationship

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

G. Civil Rights

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:

1. Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197
2. The Victims of Crime Act of 1984, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170
3. The Juvenile Justice and Delinquency Prevention Act of 2002, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov. 2, 116 Stat. 1869
4. The Civil Rights Act of 1964, Pub.L. 88-352, July 2, 1964, 78 Stat. 241
5. The Rehabilitation Act of 1973, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355
6. The Americans with Disabilities Act of 1990, Pub.L. 101-336, July 26, 1990, 104 Stat. 327
7. The Education Amendments of 1972, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
8. The Age Discrimination Act of 1975, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728;

9. Equal Treatment Regulation 28 C.F.R. Part 38; *see* Executive Order 13279 (equal protection of the laws for faith-based and community organizations)

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

H. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor, its agents, vendors, officers and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under the Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

I. **Indemnity**

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OJA harmless under this contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from this contract.

J. **Contract Modification**

Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

K. **Monitoring and Financial Compliance Review**

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OJA, Contractor shall provide all reasonable

assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OJA shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OJA will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

OJA will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

L. **Duplicate Billing Prohibition**

Contractor shall not bill OJA for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

M. **Records**

As used in this clause, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the contract. The Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three (3) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period whichever is later.

N. **Severability**

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

O. **Termination**

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

P. **Termination for Cause**

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel the Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law. If this contract is terminated, then OJA shall be liable only for payment under the payment provisions of this contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

Q. **Termination/ Contract Reduction Due to Lack of Funding**

OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

In the event OJA experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, OJA may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

R. **Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

S. **Choice of Venue**

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by OJA or the Contractor to enforce or to interpret provisions of the Contract.

T. **Choice of Law**

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma.

U. **Prior Unmet Contractual Obligations**

Under this Contract, OJA has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OJA.

V. **Appeal**

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous contract, Contractor has a right to file a written appeal to the OJA Executive Director. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

W. **Oklahoma Taxpayer and Citizen Protection Act of 2007**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

IV. **SPECIAL TERMS AND CONDITIONS**

A. **Client Confidentiality**

Contractor assures compliance with OJA's requirements pertaining to the protection, use and release of personal information and applicable state laws found in Title 10A, Oklahoma Statutes, Chapter 6 Provider shall hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing. Disposal of juvenile records is controlled by Title 10A §2-6-101, *et seq.* and Title 67 O.S. §305. If Contractor ceases doing business, all juvenile records shall be returned to OJA prior to final payment of Contractor claims by OJA.

B. **Reporting Child Abuse**

Contractor shall comply with the *Oklahoma Children's Code*, 10A O.S. §1-2-101, regarding the reporting of child abuse and neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, the Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate

PENDING APPROVAL

Alternatives to Detention
Oklahoma County Commissioners

Page 9 of 9

in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

VI. SIGNATURES

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

OFFICE OF JUVENILE AFFAIRS

COUNTY COMMISSIONERS

Kim Sardis, Division Director

County Commissioner

Date: _____

County Commissioner

Approved as to form:

County Commissioner

Master Approved 06/07/2010

Assistant Attorney General Date

Date: _____

*Approved: [Signature]
Asst. Dir.
6/13/2010*