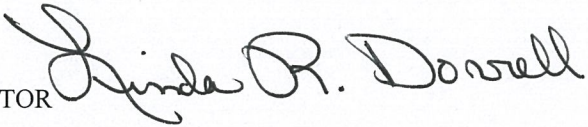

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: JUNE 15, 2016

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT- OKLAHOMA COMMISSION ON CHILDREN AND YOUTH

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF TULSA COUNTY JUVENILE BUREAU AND OKLAHOMA COMMISSION ON CHILDREN AND YOUTH FOR PROVIDING POST ADJUDICATION REVIEW BOARDS AND SUPPORTING THOSE BOARDS WITH STAFF ASSISTANCE, SUPPLIES, AND TRAINING.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JUNE 20, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY
JUSTIN JONES, DIRECTOR, JUVENILE BUREAU

CONTRACT FOR SERVICES

This contract is entered into this 1st day of July, 2016 by the Oklahoma Commission on Children and Youth (hereinafter referred to as "OCCY") and The Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau (hereinafter referred to as "Contractor").

1. PURPOSE

The Oklahoma Commission on Children and Youth is responsible for providing Postadjudication Review Boards (PARBs) pursuant to Title 10, O.S., Section 1116.2(A); and for supporting those boards with staff assistance, supplies and training. 10, O.S., Section 1116.2(G); 10, O.S., Section 1116.6(A). PARB members are required by 10, O.S., Section 1116.3 to review each deprived case twice a year and provide the presiding judge with recommendations regarding that case.

The Contractor has the expertise, means and facility to house the Tulsa County PARB Clerk in the most effective and efficient manner.

It is therefore the intention of the OCCY to contract with the Contractor to perform these duties through the hiring of a part time PARB Clerk.

2. STATEMENT OF WORK

2.1 SERVICES.

2.1.1 The Contractor shall provide the services of one staff person for an average of twenty (20) hours per week performing the duties of Tulsa County PARB Clerk. OCCY shall have direct input into who is selected to perform the Tulsa PARB Clerk functions. Staff person shall dedicate The duties of Tulsa County PARB Clerk will include:

- 2.1.1.1 Ensure/reserve meeting room for each PARB meeting.
- 2.1.1.2 Gather all court records from court clerk make copies as needed and distribute them to the appropriate county board.
- 2.1.1.3 Assign new cases to a board. The board chairman will then assign the case to a member of that board.
- 2.1.1.4 Make copies of the PARB reports. File the original with the court clerk and distribute the copies to the District Attorney, Public Defender and if applicable, the Tribe, Foster Parents, and other parties to the case.
- 2.1.1.5 Compile the end of year reports from each board and submit them to the County Clerk and OCCY.
- 2.1.1.6 Provide technical assistance if needed or requested by a board, otherwise the PARB clerk will not attend the county meetings.

S/he will not sit on any board as a member or act as a coordinator.

- 2.1.1.7 Obtain the volunteer hours and statistical information from each board and complete the PARB Annual Report for each board.
- 2.1.2 Contractor agrees to provide supervision and support for the coordinator services.
- 2.1.3 Contractor agrees to supply the coordinator with office space, furniture, equipment such as computer, phone, access to copier, and data communications service to include but not be limited to telephone service and internet access as well as intranet access as needed, or otherwise ensure that the coordinator has these resources available.
- 2.1.4 Contractor agrees to withhold all federal, state and local taxes and deductions as required by law and pay all employment and/or contract taxes, including but not limited to workers compensations costs, if applicable.
- 2.1.5 OCCY will have sole responsibility for addressing any issues between Tulsa County PARB Clerk and Tulsa County PARB Volunteers.

2.2 REPORTS

- 2.2.1 Contractor will submit quarterly written progress reports to OCCY. Reports will be submitted to OCCY no later than thirty (30) days after the end of the quarter.
- 2.2.2 The quarterly report shall include the following:
 - 2.2.2.1 Number of PARB meetings attended
 - 2.2.2.2 Number of new PARB volunteers
 - 2.2.2.3 Number of trainings attended
 - 2.2.2.4 Number of staffings attended
 - 2.2.2.5 Number and names of resigned volunteers
 - 2.2.2.6 Time spent on PARB duties (in hours)
- 2.2.3 Contractor will submit an annual report to OCCY. Report will be submitted to OCCY no later than thirty (30) days after the end of the year.
- 2.2.4 The annual report shall include the following:
 - 2.2.4.1 Number of volunteers
 - 2.2.4.2 Number of volunteer hours
 - 2.2.4.3 Number of cases reviewed
 - 2.2.4.4 Number of total children involved in cases reviewed

3 COMPENSATION

- 3.1 In consideration of the satisfactory performance of the services identified in Section 2, for the original contract period of July 1, 2016 through June 30, 2017, OCCY agrees to pay Contractor an amount not to exceed Twenty-Four Thousand Dollars (\$24,000) or Two Thousand Dollars (\$2,000) per month.

3.2 In consideration of the satisfactory performance of the services identified in Section 2, for the extension contract periods of one year each, OCCY agrees to pay Contractor an amount not to exceed Twenty-Four Thousand Dollars (\$24,000).

4 TERMS AND CONDITIONS

4.1 TERM OF CONTRACT; TERMINATION; EXTENSION; AMENDMENT

- 4.1.1 This contract shall be in effect from July 1, 2016 or the date the contract is signed by both parties, whichever date is later, until June 30, 2017.
- 4.1.2 This contract may be terminated by either party prior to the end of the contract upon written notification provided to the other party at least thirty (30) days prior to the proposed termination date. Such notice shall be provided by registered mail. Either party may terminate the Contract immediately upon written notice to the other party in the event of a material breach.
- 4.1.3 This contract may be extended two times for an additional one-year time period for a total of two additional years, at the option of OCCY, under the same terms and conditions.
- 4.1.4 This contract may be amended at any time, with the agreement of both parties. Any amendment shall be in writing, and signed by both parties.

4.2 CONTRACT AMOUNT REDUCTION IN EVENT OF REDUCTION OF FUNDS

AVAILABLE. In the event OCCY's funds available for this contract are reduced, OCCY may reduce the consideration by the amount necessary to meet the funds reduction. OCCY will notify Contractor of such reduction in writing. Such reduction shall not apply to work performed prior to such notice. In the event of a reduction in contract amount, Contractor may cancel the contract if deemed necessary in its sole judgment.

4.3 APPLICABLE STATE LAW. This contract and any subsequent amendments shall be construed and enforced in accordance with the laws of the State of Oklahoma.

4.4 OWNERSHIP OF PRODUCTS. All products emanating from the performance of this contract shall be and remain the property of the State of Oklahoma.

4.5 AUDIT AND RECORDS.

- 4.5.1 As used in this clause, "records" includes 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. The Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of this contract.
- 4.5.2 Contractor is required to and agrees 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 (3) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the three (3) year retention period, whichever is later.
- 4.5.3 If this contract is for professional services, all items of the supplier that relate to the professional services are subject to examination by OCCY, the State Auditor and Inspector, and the State Purchasing Director.

4.6 INDEPENDENT CONTRACTOR. It is expressly understood and agreed that Contractor remains an independent contractor retaining sole control of the manner and means of performing the work identified in this contract and that this contract does not establish an employment relationship between the State of Oklahoma or OCCY and any persons performing under the contract. Each party is liable for its' own acts of negligence.

4.7 WORKERS' COMPENSATION INSURANCE. Workers' Compensation Insurance is required by the State of Oklahoma for all entities that contract with the State.

4.8 PAYMENT

- 4.8.1 INVOICING AND PAYMENT. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S.
- 4.8.2 INVOICE REQUIREMENT. A maximum of 15 calendar days after the beginning of each quarter, Contractor shall submit an invoice

to OCCY for an amount to cover the payroll and any related costs for that quarter. The invoice shall include the purchase order number; the purpose of the contract; the time period to be covered by the invoice; a delineation of the amount of estimated payroll, any other related costs by type, and the type of other related cost; and the deadline for receiving payment to ensure the coordinator is paid for the first month of the quarter on the regular payday.

- 4.8.3 OCCY RESPONSIBILITY. When Contractor provides the invoice by a maximum of 15 calendar days after the beginning of the quarter, OCCY shall ensure that payment is received by Contractor by the deadline for receiving payment which is included on the invoice pursuant to Section 4.8.2. If the invoice is received more than 15 calendar days after the beginning of the quarter, OCCY will make all efforts possible to ensure that payment is received by Contractor by the required deadline.
- 4.8.4 REPORTS OF ACTUAL PAYROLL AND RELATED EXPENSES. Contractor shall provide a quarterly report showing the actual payroll cost and related expenses such as insurance, travel for unusual circumstances, etc., for the quarter to OCCY within 30 days of the end of each quarter.
- 4.8.5 COSTS PRIOR TO OR SUBSEQUENT TO CONTRACT PERIOD. Costs incurred prior to or subsequent to the term of the contract shall be disallowed.
- 4.8.6 TRAVEL FOR NORMAL DUTIES EXCLUDED. This contract does not include any travel reimbursements for the normal duties of the coordinator.
- 4.8.7 TRAVEL FOR UNUSUAL CIRCUMSTANCES. For unusual circumstances, travel expenses may be included in the contract payment if requested in writing by Contractor and approved in writing by the OCCY PARB Coordinator in advance of the travel. Pursuant to Section 85.40 of Title 74 of the Oklahoma Statutes, OCCY may not pay travel expenses directly to the coordinator; all travel expenses incurred by the Contractor that are a part of this contract must be included in the contract and the total contract price. Travel expenses shall be paid in accordance with the State Travel Reimbursement Act (Title 74, Section 500.1 et seq.), utilizing standard reimbursement rates. A copy of the travel request and approval shall be included with the invoice which includes the travel.
- 4.8.8 REIMBURSEMENT FOR ACTUAL EXPENDITURES ONLY. Contractor may include in the invoice only actual expenditures.

- 4.8.9 LIMITATION ON AMOUNT OF MONTHLY INVOICE. The total reimbursement requested to-date on an invoice shall not exceed the cash available to-date. Cash available to-date is calculated as the number of months for which an invoice has been submitted, times one-twelfth of the total contract amount. OCCY may reduce an invoice if necessary to reduce the total of invoices paid to-date to the cash available to-date. Any amount so reduced may be included on a future invoice, so long as the total reimbursement requested does not exceed the total contract amount. OCCY may waive this requirement on a case-by-case basis.
- 4.9 DISALLOWANCE OF COST ITEMS. Should a question arise as to the validity of any claim made under this contract, OCCY may suspend further compensation until the question is resolved. Should the parties to this contract fail to agree on a cost item or there is disagreement over any reimbursement, the decision of OCCY to allow or disallow a claim shall prevail.
- 4.10 WITHHOLDING OF PAYMENTS. Failure of Contractor to provide required reports and/or failure to meet specified time lines for accomplishment of Project objectives, unless modified and approved by OCCY, within thirty (30) days of specific time lines shall be grounds for OCCY withholding further payments under this agreement.
- 4.11 SEVERABILITY. The provisions of this contract are severable, and in the event any of them are held to be invalid, the contract shall be interpreted as if such invalid provisions were not contained herein.
- 4.12 ENTIRE AGREEMENT. This Contract represents the entire agreement between OCCY and Contractor.
- 4.13 CONTRACTOR CERTIFICATIONS
- 4.13.1 EQUAL OPPORTUNITY. Contractor certifies that it is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11236 and 11375. Services shall be rendered under this contract without regard to race, color, creed, religion, sex, handicap, ancestry, political

beliefs, or national origin. Contractor agrees to comply with any and all applicable State and local government Equal Employment Opportunity and Affirmative Action laws, including any and all applicable statutes, rules, regulations, ordinances and other guidelines.

4.13.2 LOBBYING. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of

not less than \$10,000 and not more than \$100,000 for each such failure.

4.13.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

- (1) Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.

4.13.4 COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007. Contractor certifies that they, and any proposed subcontractors, 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 Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify

TULSA COUNTY

COMMISSION ON CHILDREN AND YOUTH

Board of County Commissioners

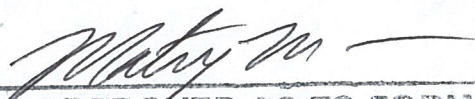
Lisa Smith, Director

Date

Date

Address:
Board of Commissioners
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Tulsa, OK 74103

Address:
Oklahoma Commission on Children and Youth
1111 North Lee Avenue, Ste. 500
Oklahoma City, OK 73103



APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY