
TULSA COUNTY

PURCHASING
DEPARTMENT

APPROVED
8/19/2019

MEMO

DATE: August 14, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- The Oklahoma Commission on Children and Youth (OCCY)

Submitted for your approval and execution is the Agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and The Oklahoma Commission on Children and Youth (OCCY) for PARB Coordinator for the fiscal year 2019-2020.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the August 19, 2019 agenda.

CMF# 20190357

**CONTRACT BETWEEN
THE OKLAHOMA COMMISSION ON CHILDREN AND YOUTH
AND
THE BOARD OF COMMISSIONERS ON BEHALF OF THE TULSA COUNTY JUVENILE BUREAU**

This contract is entered into between the Oklahoma Commission on Children and Youth, hereinafter referred to as OCCY, by virtue of the authority vested in it by 74 O.S. §85.1, et.al., and The Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau, hereinafter referred to as Contractor.

All terms and conditions herein become the contract between OCCY and the Contractor. The Contractor agrees to comply with all of these terms and conditions. The Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Contractor's officers and/or employees, the Contractor agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or conditions applicable to the organization.

PURPOSE

The purpose of this contract is to retain the Contractor's services in order for Contractor to provide one staff person for an average of twenty (20) hours per week performing the duties of the Tulsa County PARB Coordinator.

CONTRACTOR RELATIONSHIP

In accordance with CFR Part 22 (Uniform Grant Guidance), the relationship between OCCY and the Contractor is that of a vendor.

CONTRACT PERIOD

This contract shall begin July 1, 2019 and terminate on June 30, 2020. This contract shall include an option to renew for up to two additional one year periods (July 1, 2020 through June 30, 2022) based upon performance and available funding. This contract shall not take effect and no services may be provided until OCCY has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date.

CONTRACT AMOUNT

There is a total of \$24,000 budgeted during State Fiscal Year 2020 for services rendered under DUTIES OF THE CONTRACTOR. OCCY will pay the Contractor \$ 2,000 each month upon the receipt of an approved invoice.

DUTIES OF THE CONTRACTOR

The Contractor shall provide the services of one staff person for an average of twenty (20) hours per week performing the duties of the Tulsa County PARB Coordinator.

The duties of Tulsa County PARB Coordinator will include:

- A. Ensure/reserve meeting room for each PARB meeting.
- B. Gather all court records from court clerk. Make copies as needed and distribute them to the appropriate county board.
- C. Assign new cases to a board.
- D. 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.
- E. Compile the end of year reports from each board and submit them to OCCY.
- F. Provide technical assistance if needed or requested by a board.
- G. Recruit and train new PARB board members

Contractor agrees to provide supervision and support for the coordinator services.

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.

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 worker's compensations costs, if applicable.

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.

The quarterly report shall include the following:

- A. Number of PARB meetings held
- B. Number of new PARB volunteers
- C. Number of trainings held
- D. Number of staffings attended
- E. Number and names of resigned volunteers
- F. Time spent on PARB duties (in hours)

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 calendar year.

The annual report shall include the following:

- A. Number of volunteers

- B. Number of volunteer hours
- C. Number of cases reviewed
- D. Number of total children involved in cases reviewed

DUTIES OF OCCY

OCCY shall have direct input into who is selected to perform the Tulsa PARB Coordinator functions. OCCY will have sole responsibility for addressing any issues between Tulsa County PARB Coordinator and Tulsa County PARB Volunteers.

GENERAL TERMS AND CONDITIONS

Access to Records and Requirements:

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.

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.

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.

OCCY may routinely request supporting documentation to validate vendor payments.

Advance Payments Prohibited:

No payments in advance of or in anticipation of goods or services to be provided under this contractor shall be made by OCCY.

Amendments, Unavailability or Redirection of Funding and Cancellation:

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, OCCY may terminate or reduce the contract upon notice in writing to the Contractor by certified mail or email.

OCCY may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. OCCY shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other

modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and OCCY.

In the event of a reduction, the Contractor may cancel this contract as the effective date of the proposed reduction upon advance written notice to OCCY. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, OCCY shall be responsible for reimbursement for goods or services received or provided prior to the cancellation date. In the event this contract is cancelled under this section, the Contractor agrees to take all reasonable steps to minimize termination costs. OCCY agrees to reimburse the Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. OCCY shall not be responsible for reimbursement of unreasonable or unnecessary expenditures.

Applicable Law:

This contract and any subsequent amendments shall be construed and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

Assignment and Delegation:

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contract may not subcontract the services or make alternative arrangements for the provisions of the contract.

Contact Person:

For the purposes of this contract, all contacts with the Contractor shall be directed to its representatives:

Kim Rebsamen, Tulsa County PARB Coordinator, tulsaparb@gmail.com, phone 918-289-3948
and

Hayley Garrison, Statistical Analyst, hgarrison@tulsacounty.org, phone 918-596-5938.

For purposes of this contract, all contacts with OCCY shall be directed to its representative:
Keith Pirtle, PARB Review Board Manager, Keith.Pirtle@OCCY.ok.gov, phone 405-606-4922.

Contract Monitor:

As a vendor with OCCY, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include, but are not limited to review of contractually required deliverables, invoice reviews and verification of licensure and/or insurance.

Communications related to this contract shall be between the Contractor's contact person and OCCY Contract Monitor for this particular contract:

Keith Pirtle
PARB Review Board Manager
Oklahoma Commission on Children and Youth
1111 N. Lee Ave, Suite 500
Oklahoma City, OK 73103
Phone: 405-606-4922
E-mail: Keith.Pirtle@OCCY.ok.gov

Contractor Certifications:

- EQUAL OPPORTUNITY. The 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. The 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.

- 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 sub recipients 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.

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.
 - (1) The 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 the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.

- COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007. The 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

Contractor's Relationship with OCCY:

It is expressly understood and agreed that the 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 nor any persons performing under the contract. Each party is liable for its' own acts of negligence. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Contractor shall notify OCCY of the change in the relationship.

Entire Agreement:

This contract, including any referenced attachments, represent all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

Evidence of Insurability:
Contractor is self-insured.

The Contractor shall obtain and retain Workers Compensation Insurance unless the Contractor is exempt under the Oklahoma Workers Compensation Act (85A O.S. § 1 *et seq.*) and provides OCCY with documentation of Contractor's exempt status.

Invoicing:

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

1. name, address and FEI number of the Contractor
2. invoice date
3. period covered by invoice
4. purchase order number
5. Completion of the quarterly written report referenced in the DUTIES OF THE CONTRACTOR

For invoice payments for the Contractor's time, the invoice must be signed and contain the following statement:

By my signature, I attest that this invoice is an accurate and true representation of my time in relation to the services provided to OCCY.

The invoice and attached documentation shall be submitted to:

Keith Pirtle
PARB Review Board Manager
Oklahoma Commission on Children and Youth
1111 N. Lee Ave, Suite 500
Oklahoma City, OK 73103
Phone: 405-606-4922
E-mail: Keith.Pirtle@OCCY.ok.gov

As an alternative, the invoice and documentation may be faxed to Keith Pirtle at (405) 524-0417. Due to the confidential nature of the information being faxed, please notify Keith Pirtle by phone or email to inform him when to expect the fax.

Should an errant fax occur, it is the responsibility of the Contractor to determine the recipient of the errant fax, retrieve the fax, and assure confidentiality is kept. An affidavit stating that the fax has been retrieved and was not read or that confidentiality will be kept must be provided to OCCY.

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

OCCY may withhold or delay payment to the Contractor for failing to provide required programmatic documentation.

Ownership of Products:

All products (i.e. curriculum, tools, forms, etc.) created or developed from the performance of this contract shall be and remain the property of the State of Oklahoma.

Procurement Integrity:

The Contractor certifies that they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of service or duplication of the end product rendered by the Contractor or its employees.

Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OCCY shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (Title 51 O.S. §151 et seq.).

The Contractor shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (Title 51 O.S. §151 et seq.).

It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

Travel Expenses:

All costs associated with the execution of this contract are included in the costs described in the "Contract Amount" section this contract. Additional costs, including travel expenses, will not be reimbursed.

Waiver of Breach:

No failure by OCCY to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of OCCY's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

TULSA COUNTY

Nolan M. Fields IV

Board of County Commissioners

8/19/2019

Date

Address:

Board of Commissioners
500 South Denver Ave., Ste. 320
Tulsa, OK 74103

COMMISSION ON CHILDREN AND YOUTH

Annette Wisk Jacobi

Annette Wisk Jacobi, Director

August 26, 2019

Date

Address:

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

APPROVED AS TO FORM:

Nolan M. Fields IV Digitally signed by Nolan M. Fields IV
Date: 2019.08.14 11:48:17 -0500

Asst. District Attorney

ATTEST:

Michelle Hill

Tulsa County Clerk

