
MEMO

APPROVED
9/11/2023



DATE: September 6, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Child Abuse Network, Inc

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County and Child Abuse Network, Inc. to allocate \$20,500 from Fiscal Year 2023 of CDBG funds, to provide personnel for forensic interviews for at least 100 children who reside in Tulsa County and appropriate victim advocacy for at least 50 children and their non-offending parents/ caretaker as further described in the attached.

Respectfully submitted for your approval and execution.

MME / hsl

SUBMITTED FOR: The September 11, 2023 BOCC meeting agenda.

CME# 20231536



MEMORANDUM

TO: Tulsa County Board of Commissioners

FROM: Megan Douglas, Senior Community Development Planner

DATE: August 9, 2023

RE: CDBG URBAN COUNTY CONTRACTS FOR PUBLIC SERVICE AGENCIES

The Tulsa County Community Development Block Grant (CDBG) Urban County has been allocated \$1,457,941.00 in Community Development Block Grant funds for Program Year 2023. The Urban County may spend up to 15 percent of its allocation to fund public service providers. For the program year 2023, the Urban County will allocate \$115,686 for public service providers. Historically the public service providers were funded through the City of Broken Arrow's allocation. However, this year the Urban County will expand the number of low to moderate-income clients served outside Broken Arrow, so the Urban County will partner with additional agencies in Sapulpa and Owasso. These additional agencies have previously received CDBG-CV funds, so they are familiar with the CDBG process. The six agencies that applied for and were approved for funding in FY23 are: Child Abuse Network, Broken Arrow Seniors, Broken Arrow Neighbors, Caring Community Friends, Inc. and Owasso Community Resources, Inc.

Attached are four of the public service provider contracts for your approval.

Contracts:

- FY 2023 Child Abuse Network (CAN) – Provide forensic interviews for at least 100 children who reside in Tulsa County and appropriate victim advocacy for at least 50 children and their non-offending parents/ caretaker – \$20,500
- FY 2023 Broken Arrow Seniors – Provide services to 2,500 senior adults per week and maintain senior center staffing for 45 hours per week – \$25,411
- FY 2023 Broken Arrow Neighbors Outreach – Case Management to an average of 90 clients per month and referral of 25 clients to services – \$26,234
- FY 2023 Broken Arrow Neighbors Senior Outreach – Provide advocacy and referral services through inter-organizational collaboration to residents at three Senior and Disabled Persons Apartment Complexes – \$8,946

The contracts have been reviewed and signed by the District Attorney's office and are ready for approval by the Board of County Commissioners.

Contract For Provision of Public Services

For Community Development Block Grant Program

This CONTRACT is made and entered into as of this 3rd day of August, 2023 by and between Tulsa County, Oklahoma, hereinafter called "County", and Child Abuse Network, Inc. (CAN), a private non-profit corporation, hereinafter called "Contractor".

This Contract shall be in effect the 1st day of July, 2023 and shall be in effect through the 31th day of May, 2024. If the funds are not exhausted at the end of the contract period, the Contract period may be extended by mutual agreement of both parties.

WHEREAS, the County has entered into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of Tulsa County CDBG Urban County funds, and

WHEREAS, the County desires to sub receipt a portion of its CDBG Urban County funds to engage the Contractor to render certain services in conjunction with the CDBG program;

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The Contractor shall be responsible for staff for the operation of a Community Development Block Grant project in accordance with the terms and conditions as set forth herein. The purpose of this project is to provide forensic interviews (neutral fact-finding, legally sound interview) for at least 100 children who reside in Tulsa County, and to provide timely and appropriate victim advocacy for at least 50 children and their non-offending parents/caretakers. To accomplish this purpose, the Contractor shall:

- a. Provide Child Specialist to conduct Forensic Interview Process forensic interviews with children who are allegedly abused and reside in Tulsa County.

II. Performance Measurement

Objective Category: Suitable Living Environment

Outcome Category: Availability/Accessibility

Proposed outcome: Provide 100 children with forensic interviews. Provide timely and appropriate victim advocacy for at least 50 children and their non-offending parents/caretakers

Performance measure: Forensic Interviews: reports of services entered in the contractor's database. Services provided by a child specialist will produce the following quantifiable outcomes:

Goal: Serve an estimated 100 allegedly-abused Tulsa County children and their non-offending family members.

- **Objective 1:** Provide requested services within 24-48 hours of receiving the alleged-abuse referral from Tulsa County law enforcement or DHS investigator;
- **Objective 2:** Provide a minimum of 100 Tulsa County children an opportunity to tell of their experience through individualized forensic interviews;
- **Objective 3:** Child Specialist will provide timely and appropriate advocacy services for at least 50 children and their non-offending parents/caretakers.

The Contractor shall furnish the County on a monthly basis, a summary of the following statistical data. Such data shall be used by the County to determine the benefit of the Contractor's services to persons of low-and-moderate income under the terms of the contract.

1. Weekly hours worked by staff persons funded with CDBG funds.
2. Racial characteristics of persons served.

The data summary shall be submitted to the County by the 10th of the following month.

III. Budget

The Contractor shall be allocated \$20,500 from Fiscal Year 2023 CDBG funds, to be used in the following budget categories:

Personnel	\$20,500
Total	\$20,500

- a. Contractor may request changes in the budget, as necessary. Budgetary line item changes which do not exceed 25% of the line item or 10% of the total grant may be authorized at the discretion of the County Treasurer's office. Budgetary line item changes exceeding 25% of the line item or 10% of the total grant must be authorized by the County. The aforementioned changes shall be made only when a line item change does not involve an increase in the total funds allocated to the contract.

IV. Method Of Payment

- a. The Contractor will request funds from Tulsa County, and reimbursement checks will be issued to the Contractor. The Contractor shall submit a "Request for Funds" form to the program administrator, INCOG for approval and payment by Tulsa County.

- b. Contractor will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of Twenty Thousand Five Hundred dollars (\$20,500) for all services required

V. Reversion of Assets

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the Contractor shall return any unused CDBG funds within 30 days of the date this agreement expires.

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

None of the work and services covered by this contract may be subcontracted without written consent of the County. In no event will any subcontractor incur any obligation on the part of the County.

Modification

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

Interpretation, Remedies

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of the County shall prevail.
- b. In the event of any disagreement between the Contractor and the County relating to the technical competence of the work and services being performed and its conformity to requirements of this contract, the decision of the County shall prevail.
- c. Neither forbearance nor payment by the County shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

Severability Clause

If any provision under this contract 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 contract or its application that can be given effect without the invalid provision or application.

Hold Harmless Clause

Contractor shall, within limitations placed on such entities by state law, save harmless the United States government, its agents, officers, and employees and the County, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor shall, within limitations placed on such entities by state law, save harmless the United States government, its agents, officers, and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the United States government, its agents, officers, and employees, and the County, its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts recovered.

Personnel

- a. The Contractor represents that he/she will secure all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor until such time as the exact amount of damages due the County from the Contractor is determined.

Termination for Convenience of the County

The County may terminate this contract at any time by giving at least 15 days notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and all allowable expenses incurred up to the termination date.

Conflict of Interest

No member of the governing body of the County, and no other officer, employee, or agent of the County who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

Reports and Information

The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection there with and any other matters covered by this contract.

Contractor shall furnish the County narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the County or federal grantor agencies.

Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

Records and Audits

Contractor shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. Contractor shall, as often as deemed necessary by the County, permit authorized representatives of the County and its Auditors, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

The Contractor shall comply with 2 CFR Part 200 requirements, where applicable. The OMB guidance is hereby made a part of this contract. The Contractor shall provide a

copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the Contractor's receipt of the auditor's report or nine months after the end of the audit period.

Federal Funds in Excess of \$750,000

If the Contractor expends \$750,000 or more in a year in Federal awards from all sources, the Contractor shall comply with 2 CFR 200 Subpart F requirements and have a Single Audit conducted. This OMB guidance is hereby made a part of this contract. The Contractor shall provide a copy of its Single Audit to the County for the periods of these CDBG funds within the earlier of 30 days after the Contractor's receipt of the auditor's report or nine months after the end of the audit period.

Anti-Kickback Regulations

The Contractor shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulation 29 CFR, Part III.

Equal Employment Opportunity

The Contractor shall comply with the following equal opportunity requirements as part of CDBG assurances:

a. Civil Rights Act of 1964, Title VI

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Affirmative Action

Contractor shall take affirmative actions steps to contract with small and minority owned firms and women business enterprises in a part of the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Sub-part J. Affirmative Actions steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.
6. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative action steps in 1 through 5 above.

Age Discrimination Act of 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Rehabilitation Act of 1973, Section 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the County and Contractor have executed this contract as of the date first written above.

Contractor: Child Abuse Network

By, *[Signature]* President, CEO

ATTEST:

Jennifer White
Board President

Tulsa County Board of Commissioners

By *Kelly Conway* Chair

ATTEST:

[Signature]
County Clerk



Approved As To Form:

[Signature]
Assistant District Attorney