
MEMO

APPROVED
9/18/2023



DATE: September 13, 2023

FROM: Matney M. Ellis
Procurement Director

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

TO: Board of County Commissioners

SUBJECT: Agreement – Oklahoma Department of Mental Health and Substance Abuse Services

Submitted for your approval and execution is the attached Statement of Work Agreement between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Sheriff's Office and Oklahoma Department of Mental Health and Substance Abuse Services for Alcohol and Tobacco Enforcement and Education through June 30, 2024, at a cost not to exceed \$47,750.00 as further described in the attached.

Respectfully submitted for your approval and execution

MME / dcc

SUBMITTED FOR: The September 18, 2023 BOCC meeting agenda.

CMF# 20231613

**FY2024 INTERAGENCY AGREEMENT between the
Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS)
and
Tulsa County Sheriff's Office (TCSO)**

Whereas **Tulsa County Sheriff's Office (TCSO)**, is a state entity, (hereinafter referred to as "Contractor").

This agreement is made and entered into this **1ST day of July, 2023** and has been executed to identify certain performance expectations of the Contractor for the period **July 1, 2023 through June 30, 2024**.

Contractor shall provide the services as indicated and in the manner set forth in the most recent version(s) of the statement(s) of work (SOW) attached or incorporated by reference here. SOWs can be found on the Department's ARC website (<http://www.odmhsas.org/arc.htm>). Said SOW(s) and other addenda shall be binding on the parties of this contract as if fully stated herein.

Contract Line	CFDA #	SOW http://www.odmhsas.org/picis/Documents/arc_Documents.htm	Maximum Payment
Alcohol Enforcement and Education - SA Prevention - State	n/a	Alcohol Enforcement and Education - SA Prevention (attached)	\$37,000.00
Tobacco Enforcement and Education - TSET - Revolving	n/a	Tobacco Enforcement and Education(attached)	\$10,750.00

CMF# 20231613

**FY2024 Statement of Work
Alcohol Enforcement and Education
Tulsa County Sheriff's Office**

1.0 INTRODUCTION

1.1 Community based prevention services include an array of evidence-based programs, policies, and/or practices to prevent risk factors contributing to substance use and related consequences. As part of the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) strategic plan to prevent mental, emotional, and behavioral problems the ODMHSAS seeks to support the delivery of comprehensive alcohol compliance strategies. The purpose of this contract is to prevent underage drinking through the enforcement of youth access to alcohol laws and to prevent over-service through enforcement of serving intoxicated persons' law.

- 1.2 The goals of the project are to:
 - 1.2.1 Decrease 30-day underage drinking prevalence among youth in Tulsa County.
 - 1.2.2 Decrease youth access to alcohol in Tulsa County.
 - 1.2.3 Decrease adult service to intoxication at on-sale locations in Tulsa County.
- 1.3 Contract is by and between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Sheriff's Office and the Oklahoma Department of Mental Health and Substance Abuse Services.
- 1.4 Term of this Contract shall commence on July 1st, 2023, and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2024. County shall have the right to renew this Contract annually, contingent on performance and availability of funding of state and/or federal funding. Each annual renewal period shall expire on the last day of the then current fiscal year of County. In order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation.

2.0 DEFINITIONS

- 2.1 Department - Oklahoma Department of Mental Health and Substance Abuse Services; also referred to as ODMHSAS
- 2.2 Contractor – Tulsa County Sheriff's Office
- 2.3 2Much2Lose – To Much To Lose, also referred to as 2M2L, including all Alcohol Enforcement and Education.

3.0 WORK REQUIREMENTS

- 3.1 Coordination:
 - 3.1.1 Contractor shall assist in the coordination of efforts to reduce youth access to alcohol and adult over-service as part of Oklahoma's comprehensive prevention plan as presented by the ODMHSAS.
- 3.2 Alcohol Enforcement and Education:
 - 3.2.1 Contractor shall provide the resources necessary to complete underage alcohol compliance checks or adult over-service compliance checks (bar checks) in accordance with the ODMHSAS protocol. The 400 alcohol compliance checks with youth. A list of alcohol selling establishments will be agreed upon by both ODMHSAS and TCSO. This law is Title 37A 6-101 A1.

- 3.2.2 Contractor shall provide the resources necessary to complete adult over-service compliance checks (bar checks) in accordance with the ODMHSAS protocol. The 400 adult bar checks shall be conducted. A list of alcohol selling establishments will be agreed upon by both ODMHSAS and TCSO. This law is Title 37A 6-101 A2.
- 3.2.3 Contractor shall generate a maximum of twelve (12) earned media outputs related to the enforcement operations in Tulsa County by June 30, 2024. Media should be branded as the 2Much2Lose (2M2L) Task Force and shall increase visibility of enforcement.
- 3.2.4 Contractor shall support the State's goal of developing collaborative community partnerships/coalitions through participation in community coalitions within the contractor's coverage area, Tulsa County that address underage drinking and over-service and initiate improvement in community conditions that drive underage drinking and over-service.
- 3.2.5 Contractor shall be responsible for creating and maintaining a tracking document for the enforcement operations required within contract and sending monthly updates/enforcement activity reports along with invoices to the ODMHSAS.
- 3.2.6 Contractor shall use full time officers/deputies/agents working on an overtime basis to enforce alcohol laws.
- 3.2.7 Contractor shall be encouraged to use officers trained in the enforcement of alcohol laws through programs such as the 2Much2Lose (2M2L) law enforcement training.
- 3.2.8 Contractor shall obtain written consent from a parent or legal guardian prior to transporting minor children for activities conducted under the contract. Contractor shall obtain written consent from a parent or legal guardian prior to participation of minor children in activities, including evaluation or research, conducted under the contract. Contractor shall retain documentation of parental/legal guardian consent and make available for review as requested by the ODMHSAS. Contractor shall follow all applicable state, local and organizational policies regarding infection control (i.e., use of appropriate face covering, immunization, social distancing, hygiene, etc.)

- 3.2.9 Contractor shall conduct age perception tests on all underage inspectors and attach results and a picture to the inspection forms that are submitted every month.
- 3.2.10 Background Checks: Contractor shall ensure background checks on all staff and volunteers are conducted and shall maintain documentation of such checks. At a minimum, background checks shall search records from the Oklahoma State Bureau of Investigations. All staff and volunteers working with minor children shall, at a minimum, meet the statutory requirements proscribed by Oklahoma State law and demonstrate said personnel has no felony convictions, crimes of moral turpitude, or alcohol or drug-related offenses. If Contractor has staff or volunteers with felony convictions, crimes of moral turpitude, or alcohol or drug-related offenses, Contractor shall have a policy that provides for review of the consideration of the possible benefit of the applicant, employee, or volunteer along with the possible risk as evidenced by previous criminal activity.
- 3.2.11 Contractor shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Contractor vehicles and/or on Contractor business to use safety belts in accordance with State law.
- 3.2.12 Contractor shall identify, develop, and enhance policies specific to incorporating sustainable check practices within their agency.
- 3.2.13 Contractor shall enter required information into designated prevention reporting system monthly. The format will be prescribed by the ODMHSAS.
- 3.2.14 Contractor shall participate in all mandatory evaluation activities including the submission of reports and other information within the designated timeframe and in a format prescribed by the ODMHSAS.

PERFORMANCE MONITORING

- 3.3** The Department, ODMHSAS, shall monitor the performance of the Contractor. At a minimum, this shall include ongoing reviews of certain performance indicators including but not limited to a site review conducted by the ODMHSAS staff.
- 3.4** Contractor shall submit a monthly progress report on contract activities (including inspection forms/ itemized invoice) in a report format prescribed by the ODMHSAS no later than 5:00 p.m. on the 7th of each month.

- 3.5 Contractor shall complete the set monthly benchmarks by the 7th of the month following the month of services and submit as directed and submit to the Prevention Reporting System.
- 3.6 As part of the monthly progress report the Contractor shall submit scheduling dairies, correspondence, media archives, reports and other materials that will help to document enforcement efforts of this grant funding.
- 3.7 Contractor shall provide a final expenditure report, in a format prescribed by the ODMHSAS, to be included with an end of year report in a report format prescribed by the ODMHSAS due **June 30, 2024**.

4.0 **COMPENSATION**

- 4.1 Compensation is on a cost reimbursement basis. Expenditures for services shall be reimbursed upon documentation of allowable expenditures pursuant to an ODMHSAS approved project budget, according to procedures determined by the ODMHSAS.
 - 4.1.1 Local Alcohol Enforcement Checks shall not exceed **\$38 per check to complete 400 underage alcohol compliance check with a minimum of 10% onsite related checks and 400 adult over-service compliance check and shall not exceed over 800 compliance checks. Overall total shall not exceed \$33,500 for project.** Payments shall be made upon satisfactory completion of compliance checks and proper report submission as defined in the Work Requirements. Contract funds shall not be used to pay for law enforcement time outside of the compliance checks (i.e., time spent completing paperwork and/or court appearances related to issued citations).
 - 4.1.2 Each earned media output can be reimbursed for \$250.00 per output. **Not to exceed more than \$3,000.**
 - 4.1.3 A properly completed invoice must be submitted within 30 days of the end of the month. Invoices shall be electronically submitted through the ODMHSAS Control Access Dashboard using the E-invoicing icon. To request access contact Maria Godinez at MGodinez@odmhsas.org or at 405-248-9054.
 - 4.1.4 Contractor shall be compensated for service documentation of expenditures pursuant to a Department approved project budget and according to procedures determined by the Department. Contractor may claim expenses for: ACC's, Bar Checks and Media every 30 days.
 - 4.1.5 Contractor shall submit specified deliverable(s) and meet reporting requirements as defined by the ODMHSAS.

- 4.1.6 Contractor shall invoice ODMHSAS. The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to Contractor. Within the 45 day period the Department may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation. After Contractor's receipt of written notice of a disputed invoice(s), Contractor shall have 30 days to provide sufficient documentation to support the disputed invoice(s). If the parties are unable to resolve any disputed invoice(s) within 75 days from Contractor's initial presentment, the parties shall submit the disputed invoice(s) to mediation to be conducted by Zoom, or as otherwise agreed by the parties.
- 4.1.7 Contractor shall retain supporting documentation of all expenditures for review during annual site visits and upon request from ODMHSAS.
- 4.1.8 Funding for this contract period is July 1st, 2023- June 30th, 2024, renewable each year contingent on performance and availability of funding of state and/or federal funding.
- 4.1.9 Allowable costs must be consistent with section 34 CFR Subtitle A §80.22 Allowable costs.

Allowable Expenses:

-Personnel: Salaries, wages, and actual fringe benefit costs. Personnel costs must not include time for indirect services. Personnel costs for the purpose program administration.

Unallowable Expenses:

-Any activity that is not directly related to the coordination of the project.

-Meals (except when paid as per diem to consultants or conference/workshop leaders).

-Acquisition costs of real property, as well as construction costs.

-Entertainment costs for amusement and diversion, including activities/events provided as program rewards and incentives.

-Out of state expenses for when comparable events/activities occur within the state.

-Advocacy by staff on contract time and/or advocacy efforts that involve hiring of lobbyists or travel for the purpose of lobbying.

-Ongoing, non-project related expenses such as telephones, postage, and stationery, etc.

-Fund raising expenses incurred solely to raise capital or obtain contributions, including staff time for the purpose of fund raising.

4.1.10 Contractor shall maintain required records and supporting documentation, for validation of costs billed to the Department for six years from the ending date of the contract.

**FY2024 Statement of Work
Tobacco Enforcement and Education
Tulsa County Sheriff's Office**

5.0 INTRODUCTION

5.1 Law enforcement prevention services include an array of evidence-based programs, policies, and/or practices to prevent risk factors contributing to substance use and related consequences. As part of the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) strategic plan to prevent mental, emotional, and behavioral problems the ODMHSAS seeks to support the delivery of comprehensive tobacco compliance strategies. The purpose of this contract is to prevent underage smoking through the enforcement of youth access to tobacco laws.

5.2 The goals of the project are to:

5.2.1 Decrease lifetime and 30-day tobacco use prevalence among people under age 21 in Tulsa County. Tobacco products include: cigarettes, small cigars and chewing tobacco/snuff. Tobacco products may also include e-cigarettes or vapes.

5.3 Contract is by and between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Sheriff's Office and the Oklahoma Department of Mental Health and Substance Abuse Services.

5.4 Term of this Contract shall commence on July 1, 2023, and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2024. County shall have the right to renew this Contract annually, contingent on performance and availability of funding of state and/or federal funding. Each annual renewal period shall expire on the last day of the current fiscal year of County. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30, 2024, nor shall County be deemed to be indebted beyond the indebtedness created by this year's obligation.

6.0 DEFINITIONS

6.1 Department - Oklahoma Department of Mental Health and Substance Abuse Services; also referred to as ODMHSAS

- 6.2 Contractor – Tulsa County Sheriff's Office
- 6.3 Tobacco Compliance Inspections – reducing youth access to tobacco through tobacco compliance inspections to enact and enforce laws prohibiting the sale or distribution of tobacco products to youth.

7.0 **WORK REQUIREMENTS**

7.1 Coordination:

- 7.1.1 Contractor shall assist in the coordination of efforts to reduce youth access to tobacco as part of Oklahoma's comprehensive prevention plan as presented by the ODMHSAS.

7.2 Tobacco Enforcement and Education:

- 3.2.1 Contractor shall provide the resources necessary to complete 75 underage tobacco compliance checks in accordance with the ODMHSAS protocol.
- 3.2.2 Contractor shall ensure age perception testing of youth/young adult inspectors is complete within the first month before the commencement of the compliance inspections. Youth can be used if the average age perceived is between 14 and 20, but their actual age must be between 16-20. Contractor shall maintain documentation of age perception test results for each youth/young adult inspectors and make available for review as requested by the ODMHSAS and evaluation team.
- 3.2.3 Contractor shall generate a maximum of four (4) earned media outputs related to the enforcement operations in Tulsa County by June 30, 2024. Media should be branded as Tobacco Compliance Check Task Force and shall increase visibility of enforcement.
- 3.2.4 Contractor shall use full time officers/deputies/agents working on an overtime basis to enforce tobacco laws.
- 3.2.5 Contractor shall work with the ODMHSAS staff to train the staff and/or inspectors. The trainings shall consist of a review of the protocol and inspection forms to include a discussion regarding youth safety.
- 3.2.6 Contractor shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Contractor vehicles and/or on Contractor business to use safety belts in accordance with State law.

- 3.2.7 Contractor will complete all forms as directed by ODMHSAS, which include:
 - 3.2.7.1 Adult Supervisor Qualification Forms
 - 3.2.7.2 Youth Application Forms & Parent/Adult Guardian Release Forms
 - 3.2.7.3 Youth Age Perception Test Forms
 - 3.2.7.4 Emergency Medical Consent Forms
 - 3.2.7.5 Tobacco Compliance Inspection Data Collection Forms

- 3.2.8 Contractor shall document the results of every inspection into a data collection form developed by the ODMHSAS. Paper inspection forms shall be emailed to the ODMHSAS.

- 3.2.9 Background Checks for Tobacco: Contractor shall ensure background checks on all staff and volunteers are conducted and shall maintain documentation of such checks. At a minimum, background checks shall search records from the Oklahoma State Bureau of Investigations. All staff and volunteers working with minor children shall, at a minimum, meet the statutory requirements proscribed by Oklahoma State law and demonstrate said personnel has no felony convictions, crimes of moral turpitude, or alcohol or drug-related offenses. If Contractor has staff or volunteers with felony convictions, crimes of moral turpitude, or alcohol or drug-related offenses, Contractor shall have a policy that provides for review of the consideration of the possible benefit of the applicant, employee, or volunteer along with the possible risk as evidenced by previous criminal activity.

4.0 PERFORMANCE MONITORING

- 4.1 The Department, ODMHSAS, shall monitor the performance of the Contractor. At a minimum, this shall include ongoing reviews of certain performance indicators including but not limited to site review conducted by the ODMHSAS staff.
- 4.2 Contractor shall submit inspection forms and itemized invoice for monthly tobacco compliance checks completed no later than 5:00 p.m. on the 7th of each month.
- 4.3 As part of the monthly progress report the Contractor shall submit scheduling dairies, correspondence, media archives, reports and other materials that will help to document enforcement efforts of this grant funding.
- 4.4 Contractor shall provide a final expenditure report, in a format prescribed by the ODMHSAS, to be included with an end of year report in a report format prescribed by the ODMHSAS due **June 30, 2024**.

- 4.5 Contractor shall keep the following forms on file for ODMHSAS review:
- 4.5.1 Adult Supervisor Qualification Forms
 - 4.5.2 Youth Application Forms & Parent/Adult Guardian Release Forms
 - 4.5.3 Youth Age Perception Test Forms
 - 4.5.4 Emergency Medical Consent Forms
 - 4.5.5 Tobacco Compliance Inspection Data Collection Forms

5.0 **COMPENSATION**

5.1 Compensation is on a cost reimbursement basis. Expenditures for services shall be reimbursed upon documentation of allowable expenditures pursuant to an ODMHSAS approved project budget, according to procedures determined by the ODMHSAS.

5.1.1 Contractor will be paid \$130 per check to be completed by June 30, 2024. Forty businesses to be checked will be provided by ODMHSAS and 35 businesses with active tobacco licenses will be selected _____ by _____ contractor.

5.1.1.1 Contractor shall provide list of 35 businesses of their selection to ODMHSAS by October 1, 2023.

5.1.2 Each earned media output can be reimbursed for \$250.00 per output. **Not to exceed more than \$1,000.**

5.1.3 A properly completed invoice must be submitted within 30 days of the end of the month. Invoices shall be electronically submitted through the ODMHSAS Control Access Dashboard using the E-invoicing icon. To request access contact Maria Godinez at MGodinez@odmhsas.org or at 405-248-9054.

5.1.4 Contractor shall be compensated for a total of 75 tobacco compliance checks and up to 4 earned media pieces by the Department. Contractor may claim expenses for Tobacco Compliance Checks and earned media pieces.

5.1.5 Contractor may use funds provided by ODMHSAS to reimburse cost of compliance checks including overtime payment to law enforcement officers who will be conducting checks.

5.1.6 Contractor shall submit specified deliverable(s) and meet reporting requirements as defined by the ODMHSAS.

- 5.1.7** Contractor shall invoice ODMHSAS. The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to Contractor. Within the 45-day period the Department may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation. After Contractor's receipt of written notice of a disputed invoice(s), Contractor shall have 30 days to provide sufficient documentation to support the disputed invoice(s). If the parties are unable to resolve any disputed invoice(s) within 75 days from Contractor's initial presentment, the parties shall submit the disputed invoice(s) to mediation to be conducted by Zoom, or as otherwise agreed by the parties.
- 5.1.8** Contractor shall retain supporting documentation of all expenditures for review during annual site visits and upon request from ODMHSAS.
- 5.1.9** Allowable costs must be consistent with section 34 CFR Subtitle A §80.22 Allowable costs.

Allowable Expenses:

-Personnel: Salaries, wages, and actual fringe benefit costs. Personnel costs must not include time for indirect services. Personnel costs for the purpose program administration.

Unallowable Expenses:

-Any activity that is not directly related to the coordination of the project.
-Meals (except when paid as per diem to consultants or conference/workshop leaders).
-Acquisition costs of real property, as well as construction costs.
-Entertainment costs for amusement and diversion, including activities/events provided as program rewards and incentives.
-Out of state expenses for when comparable events/activities occur within the state.
-Advocacy by staff on contract time and/or advocacy efforts that involve hiring of lobbyists or travel for the purpose of lobbying.
-Ongoing, non-project related expenses such as telephones, postage, and stationery, etc.
-Fund raising expenses incurred solely to raise capital or obtain contributions, including staff time for the purpose of fund raising.

5.1.10 Contractor shall maintain required records and supporting documentation, for validation of costs billed to the Department for six years from the ending date of the contract.

IN WITNESS WHEREOF, this agreement has been executed and delivered effective as of the date first above written.

Contractor's name

By: Kelly Chantry

APPROVED AS TO FORM/ LEGALITY

Andrew C. Mihelich

ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

Date: 9/18/2023

ATTEST:

BY: *Michelle Hill*
County Clerk



ODMHSAS PROGRAM DIVISION AND DEPARTMENT

By: *CSH*
CARRIE SLATTON-HODGES
Commissioner

By: *DC*
DURAND CROSBY
Chief of Staff and Operations