



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

**FY2011**  
**Community Intervention Center**  
**Interlocal Agreement**  
**2<sup>nd</sup> Renewal of 2009 Contract**

**City of Clinton**

**Robert E. "Gene" Christian, Executive Director**  
**Dennis Gober, Director**  
**Community-Based Youth Services Division**

Master - CRL2011-469R, CRL2011-364

Attachment A = Budget form  
Attachment B = Claim Form  
Exhibit 1 = Primary Subcontract

**STATE OF OKLAHOMA**  
**OFFICE OF JUVENILE AFFAIRS**  
**COMMUNITY INTERVENTION CENTER- SECOND YEAR RENEWAL**  
**CITY OF CLINTON**

This renewal, consisting of 8 pages, along with the current Contract and any previous amendments, modifications, or renewals thereto, shall become the "Renewed Contract" upon effective date of this document. This Renewed Contract is made and entered into by and between OJA, and Contractor. The purpose of the Renewed Contract is to exercise the option to renew as specified in paragraph two of Section I. "Contract Period". This is the second of two available options to renew and is for the period of July 1, 2010 through June 30, 2011. All other terms and conditions of the current Contract with any amendments or modifications hereto shall remain in full effect with the exception of the items listed below:

1. First paragraph of Section I "Contract Period" is changed to read:

The term of the Contract shall be effective from the latter of 1st day of July, 2010 or date of execution, to 30th day of June, 2011. Work done before the effective date of the Contract is at the Contractor's risk.

2. The following paragraph, Section II "Compensation" is changed to read:

II. **Compensation**

For and in consideration of the performance of this Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed **One Hundred Eighty Three Thousand One Hundred Sixty One Dollars and Sixty Two Cents (\$183,161.63)**, for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

In the event that any cost item claimed by Contractor is subsequently disallowed by OJA, Contractor shall repay OJA on demand the amount of such disallowed claim. At the discretion of OJA, it may deduct from subsequent payments to Contractor the amount of any disallowed claim, without prejudice to Contractor to contest such deduction and to establish the allowability of such cost item.

Invoices shall be submitted to OJA by the 20<sup>th</sup> day of the month for expenditures which occurred in the preceding month.

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution.

3. Paragraph, General Terms and Conditions, is change to read:

**Sections A,B,D,G,H,H,K,Q, & W Represent Sections That Have Changed Relative to Last Year.**

**I. 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 the State 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](http://www.dhs.gov/E-Verify).

**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**

**City of Clinton**

\_\_\_\_\_  
Robert E. "Gene" Christian,  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Print Name

Approved as to form and legality on behalf of  
the City this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_, City  
Attorney

\_\_\_\_\_  
Print Name

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk