

# memo



TULSA COUNTY  
SHERIFF'S OFFICE

TO: Kathy Hall, County Clerk's Office

FROM: Sheryl Stedham

DATE: August 28, 2013

SUBJECT: BOCC Agenda Item

4018  
STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

2013 AUG 28 AM 9:04

PAT KEY  
TULSA COUNTY CLERK

APPROVED

SEP - 3 2013

I have attached (1 item) to be placed on the BOCC Agenda:

Professional Services Agreement – Vicky Weidner, M.D.

Please add this item to the next Board of County Commissioners meeting agenda for consideration.

229020

2C to

APPROVED

SEP - 3 2013

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

Contract to Provide Services: Technical Assistance for Offender Health Services

2013 AUG 28 AM 9: 04

This Contract is made this 27<sup>th</sup> day of August, 2013, between Vicky Weidner having her principal office at 11933 S Erie Ave, Tulsa, OK 74137 **Mailing Address**) and the Board of County Commissioners of Tulsa County (BOCC) Oklahoma on behalf of the Tulsa County Sheriffs Office, (TCSO) 303 w. 1<sup>st</sup>, Tulsa, OK 74103.

PAT KEY  
TULSA COUNTY CLERK

**Vicky Weidner, M.D. acknowledges:**

1. **She** is not a party to any agreement or understanding which would impair its ability to enter into this Contract and that its execution and delivery of the Contract will not violate or constitute a default under any other agreement or understand to which it is bound;
2. **She** shall be the provider of services as outlined in this Contract;
3. **She** shall not be deemed an employee of BOCC or Tulsa County Sheriffs Office;
4. **She** shall utilize skills and training to assure that the obligations outlined in the Contract obligations, are carried out in a professional manner;
5. **She** shall follow all HIPPA compliance regulations;

**Scope of Work: Review and Technical Assistance for the development of health services provider request for proposal, review and evaluation of submitted request for proposal, consultation on evaluation of selected request for proposal presentations, technical assistance during contract negotiations and if required by TCSO oversight of contract implementation date for awarded health services provider.**

**Compensation: \$200/hour for actual hours worked during the period of this contract. Vicky Weidner will invoice TCSO for all expenses incurred while performing the duties of this contract. Original receipts will be submitted for expenses incurred.**

It is expressly understood by Vicky Weidner that there is a budget for her fees and costs related to this matter initially capped in the base amount of \$15,000.00 Vicky Weidner will specifically notify TCSO when fees have or are approaching \$10,000.00. Such notification will be made timely so that any necessary official action to increase the initial cap can be made without disruption to the services provided pursuant to this Agreement. Such notification shall be in writing and directed to:

Board of County Commissioners for  
Tulsa County Tulsa County  
Administration Bldg. 500 South Denver  
Avenue Tulsa, Oklahoma 74103-3832

And copied to:

Sheryl Stedham, Contracts  
Specialist Tulsa County  
Sheriffs' Office 500 S  
Denver Ave Tulsa, OK  
74103-3838  
[sstedham@tcsso.org](mailto:sstedham@tcsso.org)  
Phone: 918-596-4680 Fax: 918-596-5697

229020

It is expressly understood by **Vicky Weidner** that BOCC cannot and will not be responsible for any amounts in excess of the budget cap for this matter without official approval by the Board of County Commissioners for the County of Tulsa to increase the cap on fees and expenses

**Parties hereto recognize that BOCC is a political subdivision of the State of Oklahoma and that it cannot make payment for services rendered unless funds have been encumbered for said services and County fiscal policies have been followed.**

**Term:** The term of this Contract shall be for **August 27th, 2013<sup>through</sup> December 31, 2013**

**It is the intention of the parties that all services associated with the this Agreement will be completed on or before December 31, 2013**

Payment: The **payment schedule** for consulting services and expenses will be as follows:

**Vicky Weidner** will submit Invoices for services provided **by** August 31, 2013, and at the end of each month thereafter or at the completion of services. The latter payment will not be made until the finished product has been tendered to TCSO. Payment will be made by BOCC within thirty days (30) of receipt of Invoices.

It is the responsibility of **Vicky Weidner** to provide Invoices in a timely manner before the payment schedule set forth immediately above can be met, Invoices for the services rendered under the terms of this Agreement must **be** sent to TCSO at the address below to be forwarded to the Tulsa County Fiscal Officer for payment:

Sheryl Stedham, Contracts  
Specialist Tulsa County Sheriffs'  
Office 500 S Denver Ave Tulsa,  
OK 74103-3838  
[sstedham@tcs0.ora](mailto:sstedham@tcs0.ora)  
Phone: 918-596-4680 Fax: 918-596-4681

**Cancellation of Contract:** This may be canceled by either party with a 30-day written notice to other party.

Notwithstanding any foregoing provision to the contrary, the parties understand and agree that the Contract shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles) and that they consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

The parties agree that **Vicky Weidner** and/or any agent of **Vicky Weidner** are independent contractors and therefore are not subject to the direction and control of BOCC as to the performance of their professional duties and any decisions made therein. **Vicky Weidner** shall be solely liable for his/her actions and the actions of his/her agents, and agrees to hold BOCC harmless for any damages done in the course of their duties. **Vicky Weidner** and his/her agents agree to observe all applicable local, state and federal laws while performing their duties under this contract. Additionally, **Vicky Weidner** agrees to be responsible for the payment of all required taxes and other fiscal obligations as an independent contractor, including, but not limited to, any taxes and social security withholdings.

Audit Clause Both BOCC and **Vicky Weidner** acknowledge and agree that pursuant to State statutes, all items for professional services are subject to examination by the Board of County

Commissioners for the County of Tulsa, the State Auditor and Inspector, and the County Purchasing Director as they relate to services performed by **Vicky Weidner**.

**Acknowledgement of Understanding:** The parties have read this Contract in its entirety, understand all **of its terms and** conditions, have had the opportunity to consult with legal counsel of the parties choosing regarding this **Contract**, are entering into this Contract of the parties own free will, without coercion from **any source, and agree** to abide by all of the terms and conditions herein contained.

This Contract constitutes the entire understanding between BOCC and **Vicky Weidner** and supersedes all **prior** understandings, written or oral, relating to the subject matter. Any change must be made or confirmed in writing with the consent **of** both parties to the Contract.

In evidence of the parties' agreement to the terms and conditions stated above, the signatures below are affixed.

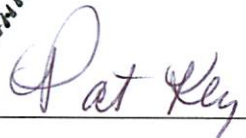
**"County"**

Board of County Commissioners of  
Tulsa County, Oklahoma on behalf of the  
Tulsa County Sheriff's Office


By:   
Chairman





By:   
County Clerk

Approved as to form:

By:   
Assistant District Attorney

Vicky Weidner, M.D.

