



State of Oklahoma

OFFICE OF JUVENILE AFFAIRS

Communications, Policy & Performance Management

Tierney Tinnin, Deputy Director

February 3, 2017

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From: Tierney Tinnin
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Subject:
Open Records Request – Received 1/30/2016

Kassie,

As discussed during our phone conversation on February 1, 2017; included is the most recent contract between Board of Muskogee County Commissioners and the Office of Juvenile Affairs; it includes the affidavit regarding the subcontractor services with Muskogee County Council of Youth Services.

Also as discussed during our phone conversation, the Oklahoma Commission on Children & Youth will likely have the routine visit reports you are looking for.

Please feel free to contact me at the email and number above if you need any additional information or documentation.

Thanks,

Tierney Tinnin



STATE OF OKLAHOMA

OFFICE OF JUVENILE AFFAIRS

Accountability, Protection, Prevention

**FY2015 Contract
Regional Secure Detention
Including
Two One-year Options to Renew
for FY2016 and FY2017**

Board of Muskogee County Commissioners

T. Keith Wilson, Executive Director

**Jim Goble, Administrator
Juvenile Services Division**

**Jeremy Evans, Program Manager
Juvenile Services Division**

**Ron Coplan, District Supervisor
District 5, Juvenile Services Unit**

Master CRL2015/17-299

Base: CRL2015-310

Option 1: CRL2016-310

Option 2: CRL2017-310

Schedule A: Allocation of Payments

Attachment A: Drug Testing Policy OAC: 377:3-11-1 through 12

Attachment B: OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*

Attachment C: Claim Form

Attachment D: Assignment Affidavit 2015

Attachment E: Assignment Affidavit 2016

Attachment F: Assignment Affidavit 2017

RECEIVED
JUN 26 2014
O.J.A. FINANCE

Board of Muskogee County Commissioners

Secure Detention

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**STATE OF OKLAHOMA
SECURE DETENTION
FIXED RATE CONTRACT**

This agreement, consisting of 22 pages (the "Contract"), is hereby made between the Office of Juvenile Affairs ("OJA") and

**Board of Muskogee County Commissioners
Muskogee County Courthouse
PO Box 2307
Muskogee, OK 74402-2307**

(the "Contractor"), and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS the board of county commissioners of every county shall provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103 herein after also referred to as the Service Recipient; and

WHEREAS "secure detention" means the temporary care of juveniles who require secure custody in physically restricting facilities: a.) while under the continuing jurisdiction of the court pending court disposition, or b.) pending placement by the Office of Juvenile Affairs after adjudication (10A O.S. §2-1-103); and

WHEREAS the board of county commissioners of every county shall provide for full temporary detention services and facilities according to the latest revision of the State Plan for Establishment of Juvenile Detention Services adopted by the Board of Juvenile Affairs ("State Plan") and the standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*; and

WHEREAS, the boards of county commissioners of every county are authorized pursuant to Oklahoma Statutes (10A O.S. §2-3-103) to contract with a public agency, private agency, federally recognized tribe, or single or multi-county trust authority for the operation of a juvenile detention facility; and

WHEREAS, in the event the county enters into a management contract pursuant to 10A O.S. §2-3-103.C.4 with a privately operated detention facility ("Subcontractor"), the Subcontractor who provides juvenile detention services and operates the juvenile detention facility must demonstrate to the satisfaction of the board of county commissioners that:

1. the Subcontractor has the qualifications, experience, and personnel necessary to implement the terms of the Contract,
2. the financial condition of the Subcontractor is such that the term of the Contract can be fulfilled,
3. the Subcontractor has the ability to obtain insurance or provide self-insurance to indemnify the county against possible lawsuits and to compensate the county for any property damage or expenses incurred during the private operation of the juvenile

detention facility, and

4. the Subcontractor has the ability to comply with applicable court orders and standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*.

WHEREAS, pursuant to 10A O.S. §2-3-103., expenses incurred in carrying out the provisions of 10A O.S. §2-3-101 and §2-3-103 shall be paid from the general fund of the county or from other public funds lawfully appropriated for such purposes, or from private funds that are available for such purposes; and

WHEREAS, pursuant to 10A O.S. §2-7-401.B, OJA shall establish a system of rates for the reimbursement of secure detention costs to counties, the methodology of which may include, but not be limited to, consideration of detention costs, the size of the facility, services provided and geographic location; and

WHEREAS, any compensation to which Contractor is entitled for allowable services provided prior to the beginning of the contract period or date a purchase order is issued, whichever is the latter, shall be paid pursuant to methods provided by Office of Management and Enterprise Services (OMES) procedures.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

A. Base Year

The term of the Contract is from the latter of July 1, 2014, or the date of execution through June 30, 2015. The Contract may be renewed for two additional one-year periods at the same or modified terms and conditions as follows:

- 1st Option Period: FY2016 – July 1, 2015 through June 30, 2016
- 2nd Option Period: FY2017 – July 1, 2016 through June 30, 2017

B. Options to Renew

Renewals shall be accomplished by the issuance of a change order by the Office of Juvenile Affairs. Either party must give 30 days' notice if it does not intend to renew the Contract. Renewal of the Contract does not waive any form of cancellation that is available through the Contract.

Work done before the effective date of the Contract is at the Contractor's risk. Option periods are not considered within the Contract's effective date unless the Contract is renewed by OJA for the particular option period.

II. Compensation

A. Reimbursement Rate and Conditions

For the purpose of the Contract "Budget Adjustment" is defined as action taken by OJA or others to allocate the following or similar occurrences that negatively impact

OJA's available budget:

- appropriations reductions;
- budget reductions;
- revenue shortfalls; or
- unfunded or underfunded legislative mandates that require reallocation of OJA resources.

OJA shall provide a fixed rate less any Budget Adjustment to Contractor for the operation, maintenance and repair of a detention facility located at **601 W. Shawnee Avenue, Muskogee, OK 74401-3521** at the rate of \$127.66 per day per bed for a total of 10 beds subject to the following conditions:

1. Payment

Payment for services by OJA will be made only upon verification that Contractor has provided its 15% share as required by 10A O.S. §2-7-401 with regard to the number of beds provided for in the Contract and upon receipt of a documented claim from the Contractor in the format and in accordance with the procedures prescribed by OJA.

2. Subcontracting

Should the Contractor elect to enter into a management subcontract pursuant to 10A O.S. §2-3-103, OJA will pay the subcontractor directly upon receipt of a properly documented claim in the format and in accordance with the procedures prescribed by OJA. Contractor shall require the subcontractor to submit to Contractor a copy of any claim submitted to OJA.

3. Exhibit A – Schedule of Payments

For the cost of operations and services during the term of the Contract, OJA will reimburse up to the amount indicated on Exhibit A, which shall be revised if necessary for any option years that are exercised. If required, a revised Exhibit A will be included with the change order issued to renew Contract.

III. General Terms and Conditions

A. 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.

B. Assignment and Subcontracting

1. Assignment

Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate OJA division administrator or designee's written authorization.

2. Subcontracting

Contractor must notify the appropriate OJA 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.

3. 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.

C. 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 the Contract if OJA has not received the Contractor's audit for the previous fiscal year.

D. Choice of Law

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

E. 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.

F. 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 following specific statutes, regulations and executive orders:

- a *Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA)*, Pub.L. 90-351, June 19, 1968, 82 Stat. 197
- b *The Victims of Crime Act of 1984*, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170
- c *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
- d *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241
- e *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355

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f *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327

g *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;

h *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728

i *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. §§38.1 and 38.2; *see* Exec. Order No. 13279, amended by Exec. Order no. 13403, 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.

Contractor also agrees to immediately notify the OJA Advocate General of any and all civil rights complaint(s) by persons receiving services under the Contract, whether pursuant to the foregoing statutes and regulations, or pursuant to applicable state laws; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Employment Relationship

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

M. 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.

N. Indemnity (Governmental entities)

Unless prohibited by Article 10 of the Oklahoma Constitution and Title 51 O.S. § 151 *d et seq.*, Oklahoma's Governmental Tort Claim Act, Contractor agrees to the extent allowed by law, 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 the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, to the extent allowed by law, Contractor shall indemnify and hold OJA harmless under the 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 the 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 the Contract.

O. 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 the 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 the 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.

P. Oklahoma Taxpayer and Citizen Protection Act of 2007

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the 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.

Q. Prior Unmet Contractual Obligations

Under the 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.

R. 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 the Contract for the duration of the Contract term and for a period of seven (7) 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 seven (7) 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 seven (7) year retention

period whichever is later.

S. 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.

T. Termination

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

U. 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 the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the 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 Office of Management and Enterprise Services (OMES), Division of Capital Assets Management (DCAM), Central Purchasing Division.

V. 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.

W. 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.

IV. Special Terms and Conditions

A. Access to Services

Contractor shall not restrict access to services under the Contract based on the Service Recipient's inability or refusal to pay for such services.

B. Client Confidentiality

Contractor agrees to comply with OJA's requirement regarding absolute protection, use of and release of personal client information consistent with 10A O.S. §2-6-101, *et seq.* and OJA rules. Further, Contractor agrees to hold confidential all personal information about clients served under the Contract, including lists of names, addresses, photographs, evaluations, and all other records about clients.

C. Liability

Pursuant to 10A O.S. §2-3-103.C.7, the operation of a juvenile detention facility by a county shall constitute a quasi-judicial function and a function of the State of Oklahoma for purposes of the Eleventh Amendment to the United States Constitution. In addition, no subcontract for the operation of a juvenile detention facility shall be awarded until the subcontractor demonstrates to the satisfaction of Contractor that the subcontractor has obtained liability insurance with the limits specified by the Governmental Tort Claims Act (Title 51, §151 *et seq.*) against lawsuits arising from the operation of the juvenile detention facility by the Contractor.

D. Prior OJA Employment

Contractor hereby certifies that at the start of the contract period no members of its board or officers are former OJA employees who were employed by OJA during the prior 12 months.

E. Reporting Child Abuse

If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, the Contractor must immediately report the matter to the Department of Human Services Hot Line at 1-800-522-3511 and to the OJA Advocate General at (405) 620-6408 or (405) 596-9353 . Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA. In addition, Contractor shall comply with the requirements of Title 10A O. S. § 1-2-101 *et seq.*

F. Termination Due to Abuse

This Contract may be canceled immediately in the event OJA substantiates allegations that Contractor willfully or through gross negligence allowed youth in residence to be abused. Contractor shall be subject to immediate cancellation of the

Contract with OJA for the following:

- a interfering with an abuse, neglect or mistreatment investigation;*
- b allowing its employees to interfere or retaliate against any employee for reporting or cooperating in such investigation; or*
- c denying the assigned investigator immediate and direct access to Contractor's employees, facilities, clients, places and records of any type regarding detention services provided by Contractor.*
- d 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 as promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.*

G. Critical Incidents

“Critical incident” means an occurrence or set of events inconsistent with the routine operation of the facility, or the routine care of the resident. Critical incidents specifically include but are not necessarily limited to the following: (1) any incident involving an injury/illness or alleged injury/illness that requires emergency medical treatment, (2) AWOL or attempted AWOL, (3) any incident that may be considered neglect or abuse of a resident by caregivers, (4) any incident that may be of interest to the media, (5) any natural disaster, (6) any actual or suspected arson; activating or in possession of explosives or other destructive materials, (7) serious, malicious acts of violence, (8) adverse drug events and incidents involving medication mishandling, (9) self-destructive behavior, (10) death and injuries to residents, personnel, volunteers and visitors, (11) unauthorized disclosure of information and (12) other unexpected occurrences.

Critical incidents shall be reported to OJA's designated Program Manager, Juvenile Services Division immediately. Contact Information: Office (405) 530-2834 or Mobile (405) 620-4028. Contractor shall keep the OJA program Manager updated until the incident is resolved. A written report is to be submitted by either fax or email to the OJA program Manager within 24 hours of the incident having occurred.

H. Prison Rape Elimination Act (PREA)

If applicable, contractor agrees to comply with all requirements of the Prison Rape Elimination Act (PREA), 42 U.S.C. § 15601 et seq., and associated regulations, 28 C.F.R. Part 115.

V. Program Requirements

A. Full Service Detention Facility and Services

The Contractor shall provide a full service detention facility and full service detention services as required in OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities.*

B. Standards for Certification

The detention services at the juvenile detention facility must meet the standards and requirements for certification established by the Board of Juvenile Affairs embodied at OAC 377:3-13-1, *et seq.*

C. Notice of any Proposed Changes in Ownership or Operation

OJA shall be notified no later than 30 days in advance of any anticipated, proposed, or actual changes in services, ownership or operation of detention facility. Changes due to emergencies where the 30-day notice requirement cannot be met require immediate notification.

D. Performance Review

During the term of the Contract OJA shall review the performance of Contractor and any entity with which Contractor enters into a subcontract to provide a juvenile detention facility or services under the Contract, pursuant to the standards and requirements for certification established by the Board of Juvenile Affairs embodied at OAC 377:3-13-6, *et seq.*

E. Training Program

Contractor shall develop and implement a training program in accordance with the standards and requirements of OAC 377:3-13-43, *et seq.*, for all facility staff. Contractor will submit a copy of the training program to OJA upon request.

F. Grievance System

Contractor shall operate a system for resolution of grievances by recipients of the services provided under the Contract regarding the substance or application of any written or unwritten policy or rule of Contractor, or any decision, behavior or action by Contractor, its agents or employees or agents or employees of a subcontractor in accordance with OAC 377:3-13, *et seq.*

G. Use of Tobacco

Contractor shall prohibit possessing or using of tobacco products and vaping devices and products within the facility or grounds of the facility. Tobacco use shall also be prohibited outside the facility in areas that are within sight of the residents.

H. Right to Inspection

OJA at all times shall have access to OJA custody youth detained in the facility.

I. Juvenile Online Tracking System

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all children, youth and their families served by critical programs and services administered by or contracted by OJA. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA will be responsible for providing Contractor with necessary equipment to be on-line with JOLTS and OJA will be responsible for maintenance of OJA equipment, training and support for JOLTS. Through the staff of the Information Technology Department, OJA will provide classroom JOLTS training twice during the contract year; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday. Contractor shall ensure that the equipment supplied by OJA shall only be used by authorized personnel in performing appropriate duties necessary in fulfillment of the Contract.

1. Contractor's entry of client specific data on JOLTS shall reference the following categories of information:

- a. Establishing juvenile file if juvenile does not exist within JOLTS.
- b. Adding referral information and updating demographic information.
- c. Adding and updating detention screening information.
- d. Adding and updating detention admission information.
- e. Adding and updating detention release information.
- f. Updating the facility census (243 screen) on a daily basis and upon change in census via admission or discharge.

2. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.

- a. **Timeliness:** Contractor shall perform data entry on JOLTS within three (3) working days from time of admission or release from detention services with reference to the information categories described above.
- b. **Accuracy:** JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services.
- c. **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by this Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during this Contract.

3. Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the Information Technology Department of OJA by sending an email describing the problem including contact information to helpdesk@oja.ok.gov. If unable to email, problems may be reported by phone at the following numbers: (405) 530-2840 or 1-800-458-1632.

J. **Medical Treatment, Emergency Medical Treatment and Emergency**

Transportation

Contractor shall ensure that emergency medical treatment or transportation to emergency medical treatment is provided, for all youth ordered detained at the facility. Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103

Upon request, OJA staff will assist Contractor in coordinating and securing non-emergency health and medical care services for detained youth under the supervision of OJA. OJA will assist Contractor with obtaining any entitlement reimbursements applicable to detained youth that are under the supervision of OJA.

K. Transportation

Should Contractor provide transportation of juveniles to and from secure detention for purposes of admission, interfacility transfer, discharge, medical or dental attention, court appearance, or placement designated by OJA, Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103.B.

VI. Signatures

For the faithful performance of the terms of the Contract the parties hereto, in their official capacities stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS



Jim Goble, Administrator

Juvenile Services Division

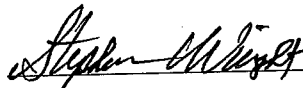
Date: 7/1/2014

Approved as to form:

Assistant Attorney General

Date

BOARD OF COUNTY COMMISSIONERS



CHAIRMAN




Print Name

Date:



COMMISSIONER



Print Name

Date:

COMMISSIONER

Print Name

Date:

RECEIVED

JUL 28 2014

OJA FINANCE

**FY2015 Secure Detention Contract
Board of Muskogee County Commissioners**

**FY2015 Secure Detention Contract
Board of Muskogee County Commissioners**

16 of 22

Schedule A – Allocation of FY2015 Payments by Month

Attachment A: Drug Testing Policy OAC: 377:3-11-1 through 12

Title 377 - Office of Juvenile Affairs

Chapter 3 - Administrative Services

Subchapter 11 - Risk Management

Part 1 - DRUG POLICY

377:3-11-1. Purpose of policy

Use of alcohol or illegal drugs may jeopardize the safety of Office of Juvenile Affairs (OJA) employees, the juveniles for whom the Office of Juvenile Affairs is responsible, and the citizens of Oklahoma. Accordingly, it shall be the policy of the Office of Juvenile Affairs to maintain an alcohol and drug-free work environment for the employees and to test job applicants and employees for the use of alcohol and illegal drugs.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

377:3-11-2. Definitions

The following words and terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Alcohol" means ethyl alcohol or ethanol;

"Employee" means any person who works full-time, part-time, or on a temporary basis for OJA, including management staff;

"Job Applicant" means any person who has applied to be an employee of OJA;

"Illegal Drugs" means any controlled dangerous substance as defined in the Uniform Controlled Dangerous Substances Act, Section 2-101 et seq. of Title 63 of the Oklahoma Statutes.

"OJA" means the Office of Juvenile Affairs;

"OSDH" means the Oklahoma State Department of Health;

"Transferred or reassigned employee" means an employee who transfers to a different position or job, or who is reassigned to a different position or job.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-3. Rules for drug free workplace

(a) **Illegal drugs.** OJA employees are prohibited from using, possessing, manufacturing, transferring, selling, or attempting to transfer or sell illegal drugs.

(b) **Alcohol.** OJA employees are prohibited from using or being impaired by alcohol in any OJA workplace or in the course of any work-related duty.

(c) **Prescription drugs.** Use of a drug shall not constitute a violation of this policy if the drug has been prescribed by a licensed physician, osteopath, or dentist and is taken as prescribed for that employee or applicant.

(d) **Violations.** Any employee who violates this policy will be subject to discipline, up to and including discharge.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

377:3-11-4. Standards

(a) An employee is considered to be in violation of this policy if that employee is convicted or has had sentencing deferred for any violation of the Uniform Controlled Dangerous Substances Act in Title 63 O.S. § 2-2-101 et seq, or any similar law in another jurisdiction. Any employee who is convicted or has had sentencing deferred for trafficking, manufacturing, distributing, or possessing with intent to manufacture or distribute a controlled, dangerous substance shall be terminated.

(b) Any employee who is convicted, or has had sentencing deferred, for driving under the influence of alcohol or drugs or driving while impaired will be considered in violation of this policy.

(c) Each employee is required to provide written notification within five days after he or she is convicted or has had sentencing deferred for any crime involving illegal drugs or alcohol. Failure to provide written notification may be considered a violation of this policy.

(d) OJA shall notify each of its federal granting agencies within ten days after receiving notice from an employee or otherwise receiving actual notice of a conviction of any drug statute for a violation occurring in the workplace.

(e) Each employee must promptly report to his or her immediate supervisor of any medication which will impair the employee's ability to work safely. Failure to report may be considered a violation of this policy.

(f) Employees will not be discharged for voluntarily seeking assistance for a drug or alcohol abuse problem prior to (1) notification or selection for any incident leading independently to a determination of reasonable suspicion of a violation of this policy. However, continued problems with performance, attendance, or behavior may result in discharge.

(g) Each employee is required to read and sign a certificate of acknowledgment regarding this policy. Such signed certificate will be filed in the employee's personnel file.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98]

377:3-11-5. Substance screening

Drug and alcohol testing may be required for employees and job applicants under the following circumstances:

(1) **Job applicant or transferred or reassigned employee testing.** Every job applicant or transferred or reassigned employee who is conditionally offered employment in the following job families shall be tested:

- (A) Juvenile Justice Specialist;
- (B) Youth Guidance Specialist;
- (C) Police Officer;
- (D) Recreational Therapist;
- (E) Institutional Safety & Security Coordinator;
- (F) Registered Nurse;
- (G) Licensed Practical Nurse;
- (H) Nursing Manager;
- (I) Food Service Personnel; and
- (J) Psychological Clinician.

(2) **For-cause testing.** Any employee, at the request of the Executive Director or, if he is unavailable, the Chief of Staff, may be requested or required to undergo drug or alcohol testing at any time it is reasonably believed that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

(A) Observable phenomena such as:

- (i) The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty; or
- (ii) The direct observation of drug or alcohol use while at work or on duty;

(B) A report of drug or alcohol use while at work or on duty;

(C) Information that an employee has tampered with drug or alcohol testing at any time;

(D) Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on any OJA premises or premises with which OJA has contracted services, or operating any OJA vehicle, machinery, or equipment;

(E) Drugs or alcohol on or about the employee's person or in the employee's vicinity;

(F) Negative performance patterns; or

(G) Excessive or unexplained absenteeism or tardiness.

(3) **Post-accident testing.** Any employee may be tested when the employee or another person has sustained an injury while at work or that property has been damaged while at work, including damage to equipment. No employee who tests positive for the presence of substances, as set forth in and in violation of 63 O.S., § 465.20, alcohol, illegal drugs or illegally used chemicals, or who refuses to take a drug or alcohol test required by OJA, shall be eligible for Workers' Compensation Benefits.

(4) **Post-rehabilitation.** Any employee who has had a positive test or has participated in a drug or alcohol dependency treatment program may be tested for a period of up to two (2) years, commencing with the employee's return to work.

(5) **Random Testing.** The Executive Director may order random drug testing for OJA permanent, temporary or probationary employees who hold a position within the applicable job families as listed in paragraph one of this rule. The affected employees shall be notified of the effective date and process for testing.

(6) **Return from leave, fitness-of-duty, and other periodic testing.**

(A) The Executive Director may request or require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence.

(B) The Executive Director may schedule periodic drug or alcohol testing for employees occupying a position in

377:3-11-5(1).
[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 24 Ok Reg 1392, eff 7-1-07; Amended at 25 Ok Reg 1364, eff 7-1-08; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-6. Substances to be tested

Testing for substances or their metabolites shall include, but not be limited to, the following:

- (1) alcohol;
- (2) marijuana;
- (3) opiates/synthetic narcotics such as:
 - (A) codeine (a.k.a. Tylenol #3 and #4, etc., cough syrups, Robitussin AC);
 - (B) hydrocodone (a.k.a. Vicodin or Lortab);
 - (C) hydromorphone (a.k.a. Dilaudid);
 - (D) meperidine (a.k.a. Demerol);
 - (E) methadone (a.k.a. Dolophine);
 - (F) oxycodone (a.k.a. Percodan or Percocet);
 - (G) propoxyphene (a.k.a. Darvon);
 - (H) heroin;
 - (I) morphine;
- (4) cocaine;
- (5) phencyclidine;
- (6) amphetamines:
 - (A) amphetamines (a.k.a. Dexadrine, Benzedrine);
 - (B) methamphetamines (a.k.a. Desoxyn);
 - (C) methylenedioxyamphetamines;
 - (D) methylenedioxymethamphetamines;
 - (E) phentermine (a.k.a. Adipex, Fastin, Ioamin);
- (7) barbiturates:
 - (A) amobarbital (a.k.a. Amytal);
 - (B) butalbital (a.k.a. Fiorinal, Fioricet);
 - (C) pentobarbital (a.k.a. Nembutal);
 - (D) secobarbital (a.k.a. Seconal; NOTE: Amobarbital and secobarbital combination to form Tuinal).
- (8) benzodiazepines:
 - (A) diazepam (a.k.a. Valium);
 - (B) chlordiazepam (a.k.a. Librium);
 - (C) alprazolam (a.k.a. Xanax);
 - (D) clorazepate (a.k.a. Tranxene); and
- (9) methaqualone (a.k.a. Quaalude, Parest, Sopor).
- (10) Any other substance approved for testing by the Commissioner of Health of the Oklahoma State Department of Health (OSDH).

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-7. Testing methods

(a) Tests will be conducted by an outside testing facility according to Drug and Alcohol Testing Rules of Oklahoma State Department of Health (OSDH).

(b) **Drug testing.** Drug testing shall be performed on urine samples or by other methods approved by OSDH.

(c) **Alcohol testing.** Initial testing shall be performed on blood, breath, or saliva or by other methods approved by OSDH. Confirmation testing shall be performed on breath or blood or by other methods approved by OSDH. Rehabilitation/post-rehabilitation alcohol tests may be performed on urine or by other methods approved by OSDH.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97]

377:3-11-8. Collection procedures

Collection of samples for drug and alcohol testing shall be in accordance with the Drug and Alcohol Testing Rules of the OSDH. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-9. Consequences of refusal

(a) **Employees.** Any employee who refuses testing under this policy shall be subject to discipline up to and including discharge from employment. Inability to give an adequate urine sample shall be deemed a refusal, but the employee may overcome this conclusion by providing conclusive medical evidence of a pre-existing condition, which prevents the production of an adequate sample. Adulteration of a specimen of a drug or alcohol test shall be considered as a refusal to test.

(b) **Job applicants.** Any job applicant who has received a conditional offer of employment from OJA and who refused to undergo drug and alcohol testing will not be hired by OJA. Unreasonable delay in submitting to testing shall be deemed a refusal.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 25 Ok Reg 1364, eff 7-1-08; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

377:3-11-10. Consequences of positive test results

[see new **Emergency Rule Approved by Governor on May 14, 2014]**

(a) Any employee who has a positive test result will be subject to discipline up to and including discharge from employment. Such an employee will also be referred to the Administrator of Employee Assistance Program. After evaluation, the employee may be required to complete drug and alcohol education and/or treatment. Unsuccessful completion or refusal to participate will result in termination of employment.

(b) Any job applicant who has received a conditional offer of employment and who has a positive test result will not be hired by OJA.

(c) An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits as provided for in Section 2-406 and 406.1 of Title 40.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-11. Job applicant and employee opportunities

(a) **Explanation of test results.**

(1) Any job applicant who has received a conditional offer of employment or a transferred or reassigned employee who has a positive test result shall have an opportunity to confidentially explain the result orally and in writing to the Director of Safety and Risk Management.

(2) Any employee who has a positive test result shall have an opportunity to confidentially explain the result orally and in writing to the Director of Safety and Risk Management.

(3) An employee may challenge a positive test result within 24 hours of notice of a positive test result. The cost of such confirmation test shall be the responsibility of the employee unless the confirmation test reverses the findings of the challenged positive test.

(b) **Information.** Records of all drug and alcohol test results and related information shall be the property of OJA and, upon the request of the job applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. OJA will not release such records to any person other than the job applicant, employee, or the employee's review officer, except for any of the following purposes:

(1) As admissible evidence by an employer or the individual tested in a case or proceeding before a court of record or administrative agency if either the employer or the individual tested are named parties in the case or proceeding;

(2) In order to comply with a valid judicial or administrative order; or

(3) To an employer's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

(4) If OJA contracts with another employer, OJA may share drug or alcohol testing results of any tested person who works pursuant to such contractual agreement.

(c) **Appeal.** Any employee disciplined pursuant to this policy shall have grievance and appeal rights as provided by the OJA Rules and by the Oklahoma Merit Protection Commission in accordance with the Oklahoma Personnel Act, Title 74, Section 840.1 et seq.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

377:3-11-12. Severability

If any portion of this policy is declared or adjudged unconstitutional, such declaration or adjudication shall not affect the remaining portions of the policy.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12]

OJA Emergency Administrative Rules on Workplace Drug Testing – Illegal drug in OK

Chapter 3. Administrative Services

Subchapter 11. Risk Management

Part 1. Drug Policy

377:3-11-10 Consequences of positive test results

377:3-11-10. Consequences of positive test results

(a) Any employee who has a positive test result will be subject to discipline up to and including discharge from employment. Such an employee will also be referred to the Administrator of Employee Assistance Program. After evaluation, the employee may be required to complete drug and alcohol education and/or treatment. Unsuccessful completion or refusal to participate will result in termination of employment.

(b) Any job applicant who has received a conditional offer of employment and who has a positive test result will not be hired by OJA.

(c) An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits as provided for in Section 2-406 and 406.1 of Title 40.

(d) Any job applicant who has received a conditional offer of employment and any employee subject to OJA's drug testing policy shall be subject to the consequences set forth in this Rule even if the drugs found in the applicant's or employee's system were purchased and consumed in any state in which the controlled substance is legalized, as long as the drug in question remains illegal in Oklahoma.

[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03; Amended at 29 Ok Reg 319, eff 1-11-12 (emergency); Amended at 29 Ok Reg 648, eff 6-1-12; Amended at 30 Ok Reg 137, eff 11-8-12 (emergency); Amended at 30 Ok Reg 700, eff 6-1-13]

**Attachment B: OAC 377:3-13, Part 3. Requirements for Secure
Detention Facilities**