



**OKLAHOMA**  
OFFICE OF JUVENILE AFFAIRS

**FY2027 MASTER CONTRACT  
REGIONAL SECURE DETENTION  
INCLUDING  
TWO ONE-YEAR OPTIONS TO RENEW  
FOR FY2028 AND FY2029**

**BOARD OF CLEVELAND COUNTY COMMISSIONERS**

**SHARON MILLINGTON, EXECUTIVE DIRECTOR**

**JEREMY EVANS, CHIEF OF PROGRAMS**

**RODNEY MCKNIGHT, EASTERN REGIONAL DIRECTOR**

Master CRL2027/29-300

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: Assignment Affidavit 2027-2029

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**STATE OF OKLAHOMA  
OKLAHOMA JUVENILE AFFAIRS  
SECURE DETENTION**

This agreement, consisting of 25 pages (the “Contract”), is hereby made between the Office of Juvenile Affairs (“OJA”) and

**Board of Cleveland County Commissioners**

(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*. Counties without a detention center shall contract with one or more counties to obtain access to detention services. Counties with detention centers must make available beds for use by counties without a detention center; 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 the date a purchase order is issued, whichever is later, 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, 2026, or the date of execution through June 30, 2027. The Contract may be renewed for two additional one-year periods at the same or modified terms and conditions as follows:

- 1<sup>st</sup> Option Period: FY2028– July 1, 2027, through June 30, 2028
- 2<sup>nd</sup> Option Period: FY2029 – July 1, 2028, through June 30, 2029

### **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 option period.

## **II. COMPENSATION**

### **A. Reimbursement Rate and Conditions for Payment**

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

1650 W. Tecumseh Road, Norman, Oklahoma

at the per day per bed rate specified in Schedule A subject to conditions listed herein.

If the facility takes beds off-line, for any reason, the monthly claim will be reduced by the daily rate for each day the bed is off-line. For each youth that is denied admittance to the facility, the monthly claim will be reduced by the daily rate for one bed. Facility's failure to acknowledge acceptance of a youth within one (1) hour of the initial request shall be deemed an admittance denial. In the event the facility denies admittance to a youth and that youth is admitted in an alternative facility, the denied bed will be considered off-line until the original youth is discharged from the alternate facility or the denied bed is filled by another youth, whichever is sooner.

#### Request for Reconsideration

Request for reconsideration of the loss of funds due to the off-line bed may be requested through the OJA Detention Program Manager, or designee, via email at DetentionDenials@oja.ok.gov. Request for reconsideration, including all supporting documentation, must be submitted within twenty-four (24) hours of the bed appearing off-line on JOLTS. OJA Detention Program Manager, or designee, will issue a response to the request for reconsideration in writing. Any reconsideration by the OJA Detention Program Manager, or designee, shall be considered final with no right to appeal legally or administratively. If a request for reconsideration has not been granted within five (5) business days following the day of request, the reconsideration shall be deemed denied.

If there are no youth in a facility, the Contract will still be in force until cancellation or expiration, but all beds will be considered to be off-line and not eligible for payment.

#### **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. Contractor agrees to maintain current banking information at the Office of Management and Enterprise Services (OMES) to provide for payment by electronic funds transfer.

Effective November 1, 2020, the rate used for reimbursement shall be one hundred percent (100%) of the approved rate for the Office of Juvenile Affairs for a child in the custody of the Office of Juvenile Affairs after adjudication and disposition who is held in a juvenile detention facility when the child is pending a placement consistent with the treatment needs of that child as identified by the Office of Juvenile Affairs through

the adoption of the disposition plan and a specified placement has been identified. The 100% rate will only apply for the time period that a specific placement has been determined, and the youth is legally and technically eligible for the placement but transfer to the placement cannot be achieved.

## **2. Subcontracting**

- A. Should the Contractor elect to enter into a management subcontract pursuant to 10A O.S. §2-3-103, and Contractor wishes to assign payment to the subcontractor, Contractor shall submit to OJA an assignment affidavit, granting OJA authority to pay the subcontractor directly for the duration of this Contract and any subsequent renewals. The subcontractor must also be properly registered as a supplier with OMES and must comply with all OMES requirements for payment. Contractor shall notify OJA of any changes in subcontractor to ensure payment is assigned to the appropriate entity. See Attachment C, for assignment affidavit. An updated assignment affidavit is required for any change in subcontractor.

OJA will pay the subcontractor 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. Detention Providers shall provide a list of subcontractors for detention services at the beginning of the fiscal year, including effective dates of the contract, to the OJA Detention Program Manager via email. Notice of any new or cancelled contracts shall be sent to the OJA Detention Program Manager within fifteen (15) days of the effective or cancellation date.

- B. Detention Subcontracts with other Counties for Bed Utilization

The board of county commissioners of every county is required to provide access to secure juvenile detention. OJA and the Board of Juvenile Affairs are responsible for creating and monitoring the State Plan for the Establishment of Juvenile Detention Services (State Plan). OJA monitors the usage of detention beds across the state to ensure all counties have access to detention beds. To meet these requirements, subcontracts executed for detention services with other counties in Oklahoma must be provided to OJA.

## **3. Schedule 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 Schedule A, which shall be revised if necessary for any option years that are exercised. If required, a revised Schedule A will be included with the change order issued to renew Contract.

## **4. Financial Information**

In order to meet the statutory requirements of setting detention rates, from time-to-time OJA will need to gather information necessary to develop fair and equitable detention rates. In addition to the requirements of III. R. “Records”, Contractor agrees to provide on request detailed expenditure reports and allow for examinations of original documentation of expenditures allocated to the detention facility. When preparing expenditure reports, contractor shall take care to only allocate cost directly applicable

to the operation of the detention facility.

If OJA determines that a more extensive review is needed, OJA is authorized to conduct, through a contractual arrangement with an independent auditor at OJA's expense, a financial and programmatic audit of the detention center operations.

### **III.III.STANDARD TERMS AND CONDITIONS**

#### **A. Assignment and Subcontracting**

##### **1. Assignment**

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without written authorization from OJA's Executive Director or designee.

##### **2. Subcontracting**

Contractor understands and agrees that the services required under this contract shall not be subcontracted, in whole or in part, without written authorization from OJA's Executive Director or designee. If authorized, Contractor shall supply OJA with a copy of any subcontract issued. The terms of this Contract shall be included in each authorized subcontract and shall provide OJA with the authority to directly monitor the subcontractor's compliance with the terms of the subcontract.

The existence of a subcontract shall not relieve Contractor of any of Contractor's responsibilities in the performance of this Contract.

##### **3. Subcontract Modification**

Any changes to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this Section III(A) shall apply.

#### **B. Audit**

##### **1. Federal Funds**

In accordance with 2 CFR § 200.501(a), a non-Federal entity that expends \$1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of § 200.501(a).

In accordance with 2 CFR § 200.501(b), a non-Federal entity that expends \$1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted for that year in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d) of § 200.501.

In accordance with 2 CFR § 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards ("GAGAS"). The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal

entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

## **2. State Funds**

Corporations, both for-profit and non-profit, and governmental entities that receive \$100,000 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 ("GAAP"), 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**

Any 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 the auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to: [audits@oja.ok.gov](mailto:audits@oja.ok.gov), with a copy of the management letter to all audit findings, if applicable, within one hundred and sixty (160) days of the end of the Contract Term or renewal period, respectively. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to OJA, at the email address listed in this paragraph, for an extension citing the reason for the delay. If Contractor fails to timely provide annual audit report and management letter to all audit findings, if applicable, OJA reserves the right to recuperate monies for claims paid to Contractor and suspend payment to Contractor for costs owed pursuant to this Contract.

## **C. Certifications**

Contractor certifies the following:

### **1. Debarment or Suspension**

Contractor and any subcontractor agree to the following conditions and certify to the best of their knowledge and belief that they and their principals or participants:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;
- b. have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and,

d. have not, within a three (3)-year period preceding this Contract, had one (1) or more public (Federal, State, or local) contracts terminated for cause or default.

**2. Prohibition of State Employees Participating in the Development of the Contract**

Pursuant to 74 O.S. § 85.42, the parties to this contract certify that no person involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under the said contract.

**3. Israel Boycott Certification**

Pursuant to 74 O.S. § 582, Contractor hereby certifies that it does not currently boycott any goods or services from the Nation-State of Israel that constitute(s) an integral part of business conducted or sought to be conducted with the State of Oklahoma.

**4. Energy Boycott Certification**

Pursuant to 74 O.S. § 12005, Contractor hereby certifies that it neither (1) currently boycotts any energy companies nor (2) will boycott any energy companies during the term of this contract.

**5. Non-Collusion Certification**

Pursuant to 74 O.S. § 85.22, the undersigned Contractor certifies that neither Contractor nor anyone subject to its direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Agreement. Contractor shall disclose any known business or familial relationships then in effect or which existed within one (1) year prior to the date of the disclosure between any officer of the Contractor and any officer or employee of OJA.

**6. Non-Duplication (Uniqueness) Clause**

Pursuant to 74 O.S. § 85.41(F), to the extent this Agreement covers professional services in which the final product is a written proposal, report, or study, the undersigned Contractor certifies it has not previously provided the contracted State agency or another State agency with a final product that is substantial duplication of the final product to be rendered under this Agreement.

**7. E-Verify Clause**

Pursuant to 25 O.S. § 1313, Contractor certifies that it and all approved subcontractors, whether known or unknown at the time this Contract is executed, awarded, or becomes effective, 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.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**8. Firearms Non-Discrimination**

Pursuant to 21 O.S. § 1289.31, Contractor certifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. Contractor further certifies that it will not discriminate against a firearm entity or firearm trade association during the term of the contract.

**D. Civil Rights**

Contractor shall comply, and will require any subcontractors to comply, with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, disability, or any other lawfully protected status in the performance of this Contract.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA, who will forward to the appropriate authorities. Further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s). Contractor also agrees to immediately notify OJA's Advocate General in writing of any and all civil rights complaint(s) by persons receiving services under this Contract. Notifications to OJA's Advocate General shall be sent by email to: [advocategeneral@oja.ok.gov](mailto:advocategeneral@oja.ok.gov).

**E. Communications**

**1. Notices**

Except as otherwise provided in this Contract, all notices and requests required or permitted by this Contract shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) if mailed by certified mail with postage prepaid, on the third (3rd) business day after the date on which it is mailed to the party at the address listed in Exhibit A.

The parties agree it is the responsibility of each party to maintain correct contact information. Parties may change their contact information by providing notice of such change pursuant to this section.

**2. Next Business Day**

In the event either party is required by this Contract to perform any action or delivery on a Saturday, Sunday, or any holiday observed by the Federal Reserve, such party may perform the action or delivery on the following business day.

**3. Electronic Transactions**

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act. See 12A O.S. § 15-101 et seq.

**F. Compliance with Laws, Statutes, and Regulations**

Contractor and any approved 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 this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA. Contractor will comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act

(“HITECH”), Family Educational Rights and Privacy Act (“FERPA”), and any applicable regulations regarding the confidentiality of substance abuse treatment records in accordance with 42 CFR Part 2.

**1. Choice of Law**

Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma without reference to principles of conflict of laws.

**2. Choice of Venue**

Venue for any action, claim, dispute, or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

**3. Limitation of Liability**

No provision of the Agreement, attachments to this Agreement, or documents incorporated into this Agreement by reference providing for a limitation of liability of OJA shall be enforceable against OJA except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in the Agreement or attachments to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in the Agreement or attachments to this Agreement.

**4. Oklahoma Open Records Act**

As a public body, OJA is subject to the Oklahoma Open Records Act (“ORA”). See 51 O.S. § 24A.1 et seq. While certain privacy interests of individuals are protected in specific exceptions to the ORA or in the statutes which authorize, create, or require the records, except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor a reasonable expectation that this information will be kept from public access. The ORA requires that a public body shall at all times bear the burden of establishing such records are protected by such confidential privilege.

**5. Family Educational Rights and Privacy Act**

Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, as well as other relevant laws and regulations applicable to the confidentiality of student education information and records. Contractor acknowledges that, during the course of performing its contractual duties, it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

**6. Entire Agreement**

This Contract, together with all attachments, exhibits, and schedules, constitutes the entire agreement between the parties. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. Contractor’s representations and certifications, including any completed electronically, are incorporated by reference into this Contract.

## **7. Confidentiality**

Contractor shall comply with all applicable federal and state laws and regulations to ensure that any confidential information, including personally identifiable information of youth and families served by Contractor, is safeguarded from any unauthorized, improper disclosure. Contractor agrees this confidentiality provision will survive the expiration or termination of this Contract.

## **8. Lobbying**

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of this Contract.

## **9. E-Verification Policy and Procedure**

To comply with federal regulations of the Immigration Reform and Control Act ("IRCA"), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including part-time/temporary employees and students. E-Verification is a web-based program administered by the U.S. Department of Homeland Security, USCIS Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

## **G. Contract Modification**

Any modification or amendments to this Contract must be in writing, agreed to by both parties, and approved by OJA.

## **H. Contract Structure**

### **1. Headings**

The headings contained in this Contract are for reference and convenience purposes only and shall not affect in any way the meaning or interpretation of this Contract, nor shall they be deemed a part of this Contract.

### **2. No Construction**

This Contract is the product of negotiations between the parties and their respective counsel, has been jointly drafted, and shall not be construed for or against either party. This Contract shall be interpreted in accordance with the fair meaning of its language.

### **3. Waiver**

The waiver of the breach of any term or provision of this Contract shall not operate as or be construed to be a waiver of any other or subsequent breach of this Contract.

## **I. Drug-Free Workplace**

Contractor agrees that Contractor and Contractor's employees and agents shall not engage in or allow the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing under this Contract. Contractor agrees to require all subcontractors under this Contract to abide by this provision.

Unless prohibited by law, Contractor shall maintain a policy for testing employees for the use of alcohol and illegal drugs.

**J. Duplicate Billing Prohibition**

Contractor shall not bill OJA for services required under this Contract for which 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.

**K. Extension Option**

In addition to any option period that may be available, if, in the opinion of OJA's Executive Director, it is in the best interest of the State to extend this Contract, Contractor shall be notified of the Executive Director's intent at least thirty (30) days prior to the expiration date of this Contract. Contractor shall have fifteen (15) calendar days to respond to the Executive Director's intent to extend the term and period of performance of this Contract. If Contractor agrees to the extension, all terms and conditions including pricing of this Contract shall apply unless more favorable terms for the State have been negotiated.

**L. Indemnity**

**1. Non-Governmental Entities**

Contractor shall indemnify and hold the Board of Juvenile Affairs and its members, OJA, and OJA's officers, directors, and employees harmless from any and all assessments, judgments, and claims, including for bodily injuries, property damages, and other liabilities, arising from Contractor's, or any authorized subcontractor's, actions, inactions, or other conduct related to or arising from this Contract, including but not limited to, costs, including attorneys' fees, and legal and other reasonable expenses.

**2. Governmental Entities**

Unless prohibited by Article 10 of the Oklahoma Constitution and the Governmental Tort Claim Act, 51 O.S. §§ 151-200, Contractor agrees, to the extent allowed by law, to indemnify and hold the Board of Juvenile Affairs and its members, OJA, and its officers, directors, and employees ("Indemnified Parties") harmless from any and all bodily injuries, property damages, civil rights violations, deficiencies or liabilities resulting from any action, inaction or conduct on the part of Contractor or authorized subcontractor, or non-fulfillment of any term or condition of this Contract.

**3. Notice and Cooperation**

In connection with indemnification obligations under the Contract, Contractor agrees to furnish prompt written notice to OJA of any third-party claim. Contractor shall use counsel reasonably experienced in the subject matter at issue and approved by OJA, and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of this contract.

#### **4. Coordination of Defense**

In connection with the indemnification obligations under this Contract, when the State or OJA is a named defendant in any filed or threatened lawsuit, the defense of the State or OJA shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize Contractor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against OJA without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

#### **M. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

##### **1. Insurance Coverage Requirement**

As a condition of this contract, Contractor shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Contractor shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Supplier may not commence performance hereunder until such proof has been provided.

##### **2. Minimum Insurance Coverage Requirements**

Additionally, Contractor shall ensure each insurance policy includes a notice of cancellation and includes the State of Oklahoma and OJA as certificate holder and shall promptly provide proof to the OJA of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under this contract is a continuing obligation until Contractor has no further obligation under this contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. The minimum acceptable insurance limits of liability are as follows:

- a. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- b. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;
- c. Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident
- d. Directors and Officers Insurance which shall include Employment Practices Liability as well as Contractor's Computer Errors and Omissions Coverage, if information technology services are provided under the contract, with limits not less than \$1,000,000 per occurrence;

e. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Contractor's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and,

f. Sexual Abuse and Molestation Insurance with limits \$1,000,000 per occurrence.

**3. Responsibility for Liability and Taxes**

Contractor shall be entirely responsible for the liability and payment of taxes payable by or assessed to Contractor or Contractor's employees, agents and subcontractors, of whatever kind, in connection with this Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Neither OJA nor the State shall be liable to Contractor, Contractor's employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or OJA employee.

**4. Notification of Claims**

Contractor agrees to indemnify OJA, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under this Contract.

**5. Limitation on Covered Entities**

Clauses in which the State or OJA agrees to purchase liability insurance covering the subject matter of the Contract are void absent specific legislation, and clauses attempting to add a private entity as an additional insured on a policy purchased with public funds are prohibited.

**N. 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. Any inspection, investigation, or evaluation 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 performed by OJA will occur in such manner as not to unduly interfere with Contractor's performance of the services. Contractor agrees that OJA shall have access to and the authority to examine and copy all records related to services provided related to this Contract at any time during the period such records are required to be maintained or retained by 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.

**O. No Employment Relationship**

In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create a relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

**P. No Grant of Authority**

Nothing in this Contract shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the service recipient, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the OJA.

**Q. Prior Unmet Contractual Obligations**

If there are previous contracts for this service, under this Contract, OJA has the authority to suspend payment to Contractor in the event 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 Contractor shall continue until such required documents are received by OJA.

**R. Records**

As used in this clause, "records" includes books, documents, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and any other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data or in any other form. In accepting a contract with the State, Contractor agrees any pertinent State or Federal agency or governing entity of OJA has the authority to examine and audit, at no additional cost to OJA, all records relevant to performance of this Contract. Contractor is required to retain all records relative to this Contract for the duration of this Contract term and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records commences 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. Responsibility for Actions of Employees**

The parties intend that each shall be responsible for their own acts or omissions, whether intentional or negligent. OJA shall be responsible for the acts and omissions of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

**T. Restriction on Advertising, Communications, Publications, Publicity and References**

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Contract, shall publish any

material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, media website, or any other media outlet concerning the work outlined or contemplated by this contract without first obtaining approval of OJA's Executive Director.

Contractor shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by OJA. OJA may not be used as a reference for Contractor without the OJA Executive Director's prior approval.

**U. Severability**

If any provision under this Contract, or its application to any person or circumstance, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**V. Termination**

**1. For Convenience**

Either party may terminate this Contract by giving the other party thirty (30) days' written notice of the termination. If OJA is terminating, the Notice of Termination shall be written on agency letterhead. If Contractor is terminating, in addition to the notice requirements in Section III(C), a courtesy copy of the termination notice may be emailed to: [procurement@oja.ok.gov](mailto:procurement@oja.ok.gov), with the subject line as 'Notice of Termination.'

**2. For Cause**

If either party fails to comply with the terms and conditions herein, either party may, upon written notice of such noncompliance via Certified Mail, terminate this Contract. Such termination shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, OJA shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

**3. Termination/ Contract Reduction Due to Lack of Funding**

OJA may terminate this 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, reallocation of budgeted funds, or failure to receive funds from an intended third-party funding source.

OJA shall notify Contractor of any such termination by certified mail. The effective date of termination shall be specified in the notice. In the event of such insufficiency, OJA will provide Contractor with at least thirty (30) days' written notice of termination.

In the event OJA experiences a budget reduction, revenue failure, or reallocates funding at its discretion, OJA may reduce this Contract. Notice of such reduction shall be sent in writing to Contractor.

**4. Termination Due to Abuse**

The Contract may be immediately terminated in the event OJA substantiates or receives substantiation of allegations that Contractor willfully or negligently allowed citizens to be abused.

In addition, Contractor shall be subject to immediate cancellation of Contract for the following:

- a. Interfering with an abuse, neglect, or maltreatment investigation;
- b. Allowing its employees to interfere with an investigation or retaliating against any employee for reporting or cooperating in such investigation; or,
- c. Denying the assigned investigator immediate and direct access to Contractor employees, facilities, clients, places, or records of any type related to services provided under the Contract.

**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 for unallowable costs on this Contract 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 Contractor under this Contract or other contracts.

**X. Venue and Governing Law**

This Contract is to be construed under the laws of the State of Oklahoma and Contractor agrees that the venue for any litigation arising out of this Contract shall be in the District Court of Oklahoma County, Oklahoma.

**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 twelve (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 [advocates@oja.ok.gov](mailto:advocates@oja.ok.gov). 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.

In addition, pursuant to Title 10A O.S. § 2-8-302, any employee, contractor, volunteer, or third party working in or around a state-run juvenile facility, private contractor, or group home under the supervision of the Office of Juvenile Affairs or any county facility which detains juveniles, who becomes aware of, witnesses, or suspects any form of sexual misconduct, coercive relationships, or exploitation between staff, volunteers, or contractors and juveniles, shall be required to immediately report the incident to both the facility supervisor and the Office of Juvenile System Oversight for independent investigation at <https://occy.eteam.ou.edu/#/online-complaint> or (405) 606-4936. Furthermore, contractor shall comply with the requirements of Title 10A O.S. § 2-8-301 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. This contract shall be subject to immediate cancellation for the following:

- Interfering with an abuse, neglect or mistreatment investigation.
- Allowing its employees to interfere with or retaliate against any employee reporting or cooperating in such investigation; or
- 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.
- 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 Office of Management and Enterprise 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 include but are not 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; activation or possession of explosives or other destructive materials,
7. 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 events potentially subject to litigation.

Critical incidents shall be reported to OJA's designated Program Manager, Juvenile Services Division immediately. Contact Information: (405) 385-2693. Contractor shall keep the OJA Program Manager updated until the incident is resolved. A written report is to be submitted to the OJA program Manager within twenty-four (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.

#### **I. Notice of any Proposed Changes in Ownership or Operation**

OJA shall be notified no later than thirty (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 thirty (30) day notice requirement cannot be met require immediate notification.

#### **J. Training**

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.

Contractor agrees to coordinate with OJA to make detention workers and applicable staff available for training provided by OJA, either directly by OJA staff or through a third-party

arrangement. OJA will be responsible for the cost of training provided by OJA.

All parties, to include but not limited to: County Commissioners, Judiciary, District Attorney, and the Detention Center Administrator shall attend OJA Detention Use training annually. OJA staff will coordinate with these parties to offer dates, times and locations for such training.

Prior to engaging in any restraints, all direct-care staff shall receive appropriate training in techniques and procedures related to Use of Force Policy and on Reporting Abuse and Neglect. Within the first year of employment, all direct-care staff shall complete an approved/certified class on behavior management, e.g., HWC, MAB, the Mandt System training, CPI, etc.; the course shall be nationally recognized and shall be an evidence-based program. All direct-care staff shall complete all subsequent mandated training.

**K. Use of Tobacco**

Contractor shall prohibit possession or use 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.

**L. Contract Suspension**

In lieu of Contract termination, OJA may elect to suspend contract to allow time for approved corrective measures to be enacted and evaluated. OJA may suspend all or a portion of funding until such time as the issue creating the suspension has been resolved. After a thirty (30) day period of suspension, either party may provide notice to immediately terminate the contract.

**M. Notice of Termination**

In addition to terms listed in Section III. "General Terms and Conditions" Section V. "Termination", if Contractor provides notice of termination and OJA is able to move all residents in the center before the thirty (30) days, the contract and payment will cease on the last day that residents are in the center.

**N. Outside Communications**

Contractor shall not state or imply that the programming services offered within the secure detention center are endorsed by OJA without prior authorization.

**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. Regional Secure Beds (Specific to Oklahoma County)**

The provision of "Regional beds" shall only occur if a contract exists between Oklahoma County and the sending county or counties, subject to space availability. The "Regional Rate" shall be set at the sole discretion of Oklahoma County. Said rate will ensure no

expenditure of Oklahoma County Ad Valorem funds, or other sources of revenue, will be used in whole, or in part, to subsidize the provision of programs and services, including secure detention, for another county or counties.

**C. 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.*

**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. Grievance System**

Contractor shall operate a system for resolution of grievances by recipients of the programming services provided under the Contract in accordance with OAC 377:3-13-126, *et seq.*

**F. Right to Inspection**

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

**G. 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.

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.

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.

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 [servicedesk@omes.ok.gov](mailto:servicedesk@omes.ok.gov). If unable to email, problems may be reported by phone at the following numbers: (405) 521-2444 or (866) 521-2444.

#### **H. 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 responsible for providing supervised care of the youth while at the medical facility until the youth is judicially discharged from the detention center by a court order. Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103. OJA will collaborate with Detention Providers on needed solutions for youth that require long-term hospitalization.

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.

**I. Transportation**

Should Contractor provide transportation of juveniles to and from secure detention for purposes of admission, inter-facility 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.

**J. Acceptance of Juveniles**

Contractor shall accept all admits referred to them by law enforcement and/or verbal or written court order in accordance with 10A O.S. § 2-3-101. Contractor does not have the ability or the right to object to such a referral and/or deny admittance of any juvenile so referred. Denial of access to contracted beds shall be handled as outlined in Section II. A. Reimbursement Rate and Conditions.

**K. Quick Beds**

Contractor shall update Quick Beds twice daily in the JOLTS system. If the statuses in Quick Beds are not accurate, OJA may assess damages upon the Contractor, including non-payment of the daily rate of any bed for which the status is not accurately maintained in Quick Beds.

If beds are inoperable or in need of maintenance, OJA's Program Manager must be contacted, and a work order plan put in place within forty-eight (48) hours of the bed becoming inoperable or in need of maintenance.

**L. Transfer without Court Order**

The transfer of juveniles from one secure detention facility to another shall only occur through a court order following notification by OJA.

**M. Restricted Registry Requirements**

The Contractor shall provide notice to all of its employees that a substantiated finding of abuse or neglect, as defined in 10A O.S. §1-1-105 of the Oklahoma Statutes, by an individual when the abuse or neglect occurred to a child while in the care of a facility licensed, certified, operated or contracted by or with the Department or the Office of Juvenile Affairs may result in the individual being placed on the Restricted Registry per 10 O.S. §405.3

**N. Termination of Services**

If services are terminated by Contractor without providing proper notice as required by Contract, the contractor shall reimburse OJA for the cost associated with relocation of youth and other related costs to closing out the contract.

**O. Continuity of Services**

If a County is unable or unwilling to sign a secure detention contract within thirty (30) days of receiving the contract or within thirty (30) days of the start of the contract period for the period immediately subsequent to this agreement, then a month-to-month contract consisting of the provisions of this Contract, with the exception of payment, will automatically be in effect until replaced by a valid contract or until services are no longer provided. Payment will be based on the current daily rate approved by the Board of Juvenile

Affairs, applied to detention beds utilized by youth who are lawfully detained. No other payment will be made in the absence of a signed current contract. This clause does not preclude County from perusing other legal remedies that may be available.

**P. Unlawful use of Detention Beds**

If it is determined, by OJA, that detention beds were utilized for unlawful detention services, OJA may recoup or withhold payment for the daily rate of the bed. If a third party provides detention services for the county, and payment is assigned to the third party, OJA will pay the daily rate to the third-party provider and then charge the county for the unlawful use of the bed. If the county operates the detention center, payment will be reduced on the next claim after discovery of the unlawful use of the secure detention bed.

**Q. Telecommunication Capabilities**

Contractor shall maintain ability to utilize video conferencing for court appearances and visitation.

**Court Ability**

In order to be eligible for a Secure Detention Contract, the Detention Center, in conjunction with the originating county, must have or demonstrate they are actively pursuing the ability to allow tele-court as an option.

**Visitation**

Detention Center must have the ability to allow family visitation via video chat or other forms of video and voice communication. This is to be an option, not the only means of visitation. Direct contact visitation cannot be restricted except to respond to a critical health and safety threat.

**R. Youth Crisis Mobile Response Unit Toll Free Number**

All juvenile detention centers shall utilize the Youth Crisis Mobile Response Unit's toll-free number (1-833-885-CARE (2273) to assist with those youth who are actively displaying mental health needs.

**S. Mental Health Screening – MAYSI-2**

Within twenty-four (24) hours of admission into a juvenile detention center, the youth shall be administered the MAYSI-2. This is a mental health screening tool composed of fifty-two (52) questions designed to assist early identification of youth who may have mental health needs. For youth who score moderate or high, a referral to the Youth Crisis Mobile Response Unit will be made and local JSU staff/liaisons notified for further assistance and location of available beds.

**T. OJA Approved Detention Screening**

Within forty-eight (48) hours of admission, and prior to a detention hearing in front of a Judge, a standardized and OJA approved detention screening shall be completed on youth. This will give all parties the level of risk the youth poses to the community and if further

detention is necessary or appropriate. Low risk youth should not remain in detention.

**U. Utilization of Local Youth Service Agencies for Services**

**Counseling Services**

A counseling rate has been established and approved by the Board of Juvenile Affairs for local youth service agencies to provide treatment to youth in need of services while in detention, including crisis intervention. Contractor shall coordinate with the youth service agencies in their area to provide such services.

**V. Education**

Education must be provided to youth in accordance with the State Department of Education minimum standards and not less than four point twelve (4.12) hours per school day or as required by the State Board of Education. The local school district or an OJA approved alternative is responsible for providing educational programming. Detention centers are only required to provide summer school if the local school district provides this to the community as a whole. Juvenile detention centers are encouraged to develop pilot programs that enhance education opportunities. OJA will seriously consider funding such programs as long as funding is available. If pilots are deemed successful permanent rates may be established and opened up for other juvenile detention centers to access.

**W. Emergency Preparedness**

All juvenile detention centers maintain an Emergency Preparedness Protocol so that they can respond quickly and efficiently if a natural disaster occurs in their community.

**X. Collaboration**

Juvenile detention centers shall collaborate and share informational and meaningful training opportunities among social service agencies and juvenile detention operators.

**Y. Allegation and referral of abuse, Neglect and/or Maltreatment**

It is the responsibility of the juvenile detention center to notify, as soon as possible, the assigned OJA program manager upon an allegation and referral being made to the Office of Client Advocacy (OCA) in regard to abuse, neglect and/or maltreatment. Confirmation of the above allegations, after all appeals have been exhausted, will prohibit named employee for employment with the juvenile detention center.

**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**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**JEREMY EVANS, DIRECTOR OF PROGRAMS**

\_\_\_\_\_  
CHAIRMAN

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

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

\_\_\_\_\_  
COMMISSIONER

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

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Date:

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COMMISSIONER

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

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

| Location                                                                                        | Rate          | Licensed<br>Beds | Contracted<br>Beds |        | Amount              |
|-------------------------------------------------------------------------------------------------|---------------|------------------|--------------------|--------|---------------------|
| <b>Cleveland</b>                                                                                | <b>165.89</b> | <b>28</b>        | <b>26</b>          |        |                     |
| FY27                                                                                            |               |                  |                    | 31 Jul | 133,707.34          |
| July 1, 2026-June 30, 2027                                                                      |               |                  |                    | 31 Aug | 133,707.34          |
| CRL2027-300                                                                                     |               |                  |                    | 30 Sep | 129,394.20          |
|                                                                                                 |               |                  |                    | 31 Oct | 133,707.34          |
| Note: Base Rate - doesn't include charges for 100%<br>rate pay for youth waiting OJA placement. |               |                  |                    | 30 Nov | 129,394.20          |
|                                                                                                 |               |                  |                    | 31 Dec | 133,707.34          |
| Contact                                                                                         |               |                  |                    | 31 Jan | 133,707.34          |
| County Clerk                                                                                    |               |                  |                    | 28 Feb | 120,767.92          |
| gwest@ClevelandCountyOK.com                                                                     |               |                  |                    | 31 Mar | 133,707.34          |
| <a href="mailto:jmarti@ClevelandCountyOK.com">jmarti@ClevelandCountyOK.com</a>                  |               |                  |                    | 30 Apr | 129,394.20          |
|                                                                                                 |               |                  |                    | 31 May | 133,707.34          |
|                                                                                                 |               |                  |                    | 30 Jun | 129,394.20          |
| Line 1 - Base Rate                                                                              | 165.89        |                  | 26                 | 365    | 1,574,296.10        |
| Line 2 - Per HB 1282                                                                            | 29.27         |                  |                    | 500    | 14,635.00           |
|                                                                                                 |               |                  |                    |        | <b>1,588,931.10</b> |

## Office of Juvenile Affairs | Administrative Services | Risk Management | 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. § 2-101 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 if:

**(A)** the position is in one of the following job families:

- (i) Juvenile Justice Specialist;
- (ii) Youth Guidance Specialist;

- (iii) Juvenile Security Officer;
- (iv) Recreational Therapist;
- (v) Institutional Safety & Security Coordinator;
- (vi) Registered Nurse;
- (vii) Licensed Practical Nurse;
- (viii) Nursing Manager;
- (ix) Food Service Personnel; and
- (x) Psychological Clinician.

**(B)** such person is employed in an administrative or instructional capacity in any charter school site.

**(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 testing.** 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 referenced in paragraph one of this rule.

## **(6) Return from leave/fitness-for-duty 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.

## **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. Florinal, 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**

**(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.

### **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.

## Summary

Oklahoma Administrative Code (OAC) Title 377, Chapter 3, Subchapter 13, Part 3 (sections 377:3-13-35 through 377:3-13-49) sets forth the comprehensive requirements that secure juvenile detention facilities must meet to obtain and maintain certification from the Oklahoma Office of Juvenile Affairs (OJA). These requirements span legal authority and organization, policy and procedure, admission and release, records, juvenile rights, staffing, security and control, programs and services, physical plant, food service and sanitation, safety and emergency planning, and colocated facilities. The full text of each section is reproduced and summarized below.

### § 377:3-13-35 — Legal Basis OK ADC 377:3-13-35

Statutory authorization for OJA to certify secure juvenile detention facilities is found in 10A O.S. § 2-3-103(C). All juvenile detention facilities — including those not incorporated in the State Plan as provided in 10A O.S. § 2-7-608(C) — must be certified by the Office of Juvenile Affairs. The Board of Juvenile Affairs holds rulemaking authority under 10A O.S. §§ 2-7-101(H)(3) and 2-7-101(I)(1).

### § 377:3-13-36 — Requirements OK ADC 377:3-13-36

A certificate to operate a secure juvenile detention facility that provides full-time group care for juveniles is granted on the basis that the facility meets the Requirements for Secure Juvenile Detention Facilities as set forth in OAC 377:3-13-6 and 377:3-13-37 through 377:3-13-49.

### § 377:3-13-37 — Organization, Administration and Finances OK ADC 377:3-13-37

(a) Organization. A statement of the purposes or function of the secure juvenile detention facility must be clearly defined and filed with OJA. The statement includes the services available for the juveniles who are admitted. A secure detention facility may be organized in any manner provided in 10A O.S. § 2-3-103(C)(3).

(b) Administration and responsibility of the governing body. The governing body of a secure juvenile detention facility shall:

1. Have responsibility for the program and services of the facility;
2. Review and approve all policies and policy changes;
3. Maintain a record of policy approvals in meeting minutes and in an organized form developed by the facility;

4. Obtain all required licenses for operation and continued compliance with Requirements for Secure Juvenile Detention Facilities;
5. Meet twice a year to assure proper operation of the facility;
6. Document meetings of the governing body and keep the documentation on file; and
7. Have responsibility for the physical facility and its use by the juveniles and staff.

(c) Finances. The agency shall maintain complete financial records of income and disbursements.

1. All financial records pertaining to the agency are audited annually by a certified public accountant or public accountant who has a valid current permit to practice in the State of Oklahoma and who is not a staff member of the agency, or in accordance with the governmental funding source.
2. A copy of the auditor's statement substantiating the solvency of the agency and a statement concerning receipts and disbursements is submitted to the Office of Juvenile Affairs annually.

§ 377:3-13-38 — Policy and Procedure Manual OK ADC 377:3-13-38

(a) Policy and procedures. The facility shall have a policy and procedure manual which specifically describes its purpose, program, and the services offered. It includes, but is not limited to:

1. Screening criteria;
2. Admission procedures;
3. Visiting arrangements;
4. Disciplinary procedures;
5. Security and control;
6. Discharge procedures;
7. Personnel practices;
8. Juvenile rights;
9. Resident grievance procedures;
10. Abuse reporting procedures which comply with OAC 377:3-1-25 and 377:3-1-26;
11. Clothing provisions;

12. Personal hygiene provisions;
13. Medical and health care programs;
14. Educational programs;
15. Recreational programs;
16. Food and nutrition requirements;
17. General emergency procedures;
18. Fire safety;
19. Transportation procedures; and
20. Suicide prevention guidelines.

The manual is to be reviewed at least annually and updated if necessary. Prior to implementation, all updates or additions to the policy and procedure manual must be submitted electronically to the Licensing and Programs Assessment division for review.

§ 377:3-13-39 — Admission Procedure and Criteria OK ADC 377:3-13-39

(a) Juveniles shall be admitted to the secure detention facility only as provided by 10A O.S. §§ 2-3-101 et seq. and § 2-7-504.

(b) The facility's written policy and procedure for admitting juveniles includes, but is not limited to, provisions which require the facility to:

1. Verify legal authority to detain;
2. Verify a written medical release has been obtained before allowing a juvenile to enter the center, in the event any juvenile appears to be under the influence, or has a visible medical concern;
3. Search the individual and the juvenile's possessions;
4. Inventory the juvenile's clothing and personal possessions;
5. Distribute personal hygiene items;
6. Make provisions for shower and hair care;
7. Issue clean, laundered clothing;
8. Ensure that the juvenile's family, custodian or guardian is notified;

9. Assist the juvenile in notifying his or her family, guardian, or custodian of the juvenile's admission;
10. Supervise the juvenile while the juvenile makes two admission phone calls, if desired;
11. Conduct an admission interview of the juvenile to answer questions and obtain information;
12. Complete a medical history questionnaire;
13. Provide an orientation which includes:
  - (A) Juvenile rights;
  - (B) Program description;
  - (C) Program rules;
  - (D) Grievance process; and
  - (E) Discipline policy;
14. Record basic personal data;
15. Review procedures for mail and visiting; and
16. Assign the juvenile to a sleeping unit.

§ 377:3-13-40 — Records OK ADC 377:3-13-40

(a) Facility staff shall complete a confidential record for each juvenile admitted to the facility and include, at the minimum, the following:

1. Court case number, if any;
2. Date and time of admission and release;
3. Name and nicknames;
4. Last known address;
5. Custodian;
6. Name of attorney, if any;
7. Name, title, and signature of delivering officer;
8. Specific charge(s);

9. Sex;
10. Date of birth;
11. Place of birth;
12. Race or nationality;
13. Education and school attended;
14. Religious preference;
15. Medical history questionnaire;
16. Medical consent forms, court orders authorizing medical treatment, or documentation of request for medical consent;
17. Name, relationship, address, and phone number of parent, guardian, or person with whom the juvenile resides at the time of admission;
18. Driver's license number, social security number and medical assistance number, if any;
19. Statement signed by the juvenile that he/she has been advised of juvenile rights, program rules, grievance process, and discipline policy;
20. Date of petition, if available;
21. Additional notations including identifying marks, any open wounds or sores requiring treatment, evidence of disease or body vermin, or tattoos;
22. Inventory of personal property;
23. Emergency contact person; and
24. Signature of person recording data.

(b) Facility staff shall maintain a confidential record on each juvenile and ensure that the record is safeguarded from unauthorized and improper disclosure.

(c) Ongoing case records. The case record includes, at a minimum, the following when and where applicable:

1. Documented legal authority to accept juvenile;
2. Referral source;
3. Record of court appearances;

4. Signed release of information forms when records are requested or distributed;
5. Notations of temporary absences from the facility;
6. Visitors' names and dates of visits;
7. A record of telephone calls;
8. A report of any accidents or injury occurring to a resident while detained;
9. Probation officer or caseworker assignment;
10. Progress reports on program involvement;
11. Court dates and disposition, if any;
12. Grievance and disciplinary record, if any;
13. Referrals to other agencies; and
14. Final discharge or transfer report.

§ 377:3-13-41 — Release Policy and Procedure OK ADC 377:3-13-41

Written policy and procedure for releasing residents include, but are not limited to, provisions for facility staff to:

1. Verify the juvenile's identity;
2. Obtain documentation of authority for release, i.e., by court order or operation of law;
3. Verify the identity of the person to whom the juvenile is being released;
4. Complete release arrangements, including the person or agency to whom the juvenile is to be released;
5. Obtain the signature of the person to whom the juvenile is released;
6. Return personal effects to the juvenile;
7. Complete any pending action, such as grievances or claims for damages or lost possessions; and
8. Obtain instructions on forwarding mail.

§ 377:3-13-42 — Juvenile Rights OK ADC 377:3-13-42

Written policy and procedure provides that facility staff shall ensure the rights of a detained juvenile are preserved. Staff shall not diminish or deny a detained juvenile his or her rights for disciplinary reasons. The rights of a juvenile in detention are subject only to the limitations necessary to maintain order and security in the facility.

The following rights must be guaranteed:

1. A juvenile shall have freedom from discrimination because of race, national origin, color, creed, sex or physical handicap.
2. Male and female juveniles shall have equal access to all programs and services offered in a detention facility housing both sexes.
3. The facility shall have a written grievance procedure, in accordance with OJA policy and approved by the Advocate General. Facility staff shall explain and make the grievance procedure available to the juvenile.
4. The facility shall have on-site nondenominational religious services and religious counseling. A juvenile shall have the right to voluntarily participate in on-site religious services and religious counseling.
5. A juvenile shall have access to on-site recreational opportunities, including daily outdoor exercise, weather permitting. The facility shall provide adequate and appropriate recreational equipment.
6. A juvenile shall have access to the courts and confidential contact with attorneys and their authorized representatives. Contact includes, but is not limited to: (A) telephone conversations; (B) uncensored correspondence; and (C) visits.
7. Facility staff shall not discipline a juvenile by using: (A) corporal or unusual punishment; (B) humiliation; (C) mental abuse; or (D) punitive interference with the daily functions of living such as eating or sleeping.
8. A juvenile shall be allowed to receive visitors according to the facility's written policy and procedures.
9. A juvenile shall have reasonable access to the general public.
10. A juvenile's access to the media is subject to the limitations necessary to protect the juvenile's rights and ensure the security of the facility. Media requests for interviews and juvenile consents must be in writing.
11. A juvenile shall be allowed to determine the length and style of his or her hair, except in individual cases where restrictions are necessary for reasons of health and safety.

12. A juvenile shall keep facial hair, if desired, except in individual cases where such restrictions are necessary for reasons of health and safety.
13. A juvenile shall have supervision and control exercised by staff or training volunteers while at the facility.
14. A juvenile shall receive educational instruction to which the juvenile is entitled under provisions of state education laws and regulations.
15. Juveniles shall be provided with a copy of the facility rules and their rights while detained.

§ 377:3-13-43 — Staff Requirements OK ADC 377:3-13-43

(a) General provisions. Every facility shall have written personnel policy which includes the maintenance of personnel records. The facility director shall make available to employees personnel policy and written job descriptions. Sufficient staff shall be available to provide continuous day and night supervision of the residents and protection of the facility as well as to allow staff relief from duty.

(1) Health requirements. Each person employed must be physically fit and able to perform all job functions necessary to ensure the health, safety and well-being of the juveniles in their care. Testing for tuberculosis is not required on a routine basis; tuberculin skin testing shall be required when there is a local identified tuberculin exposure identified by the Oklahoma State Department of Health.

(2) Background checks. OJA shall require a records search for each applicant for employment, which shall include:

- (A) A national criminal history records search based upon submission of fingerprints to OSBI (including Rap Back notification) and the FBI;
- (B) A search of the Oklahoma State Courts Network (OSCN) including Oklahoma District Court Records (ODCR);
- (C) A search of the DHS Child Care Restricted Registry (Joshua's List);
- (D) A search of the DOC Sex Offender Registry;
- (E) A search of the DOC Violent Offender Registry (Mary Rippy Violent Crime Offenders Registry);
- (F) A search of all applicable out-of-state child abuse and neglect registries if the applicant has not lived continuously in Oklahoma for the past five years; and

- (G) A criminal history records search conducted by an authorized source, when an applicant has lived outside the United States within the last five years.

(3) Employment prohibitions. The facility shall not employ or retain any person for whom there is documented evidence that the employee would endanger the health, safety, and/or well-being of juveniles. A facility shall not employ or retain an individual who has been:

- (A)(i) Convicted of or entered a plea of guilty or nolo contendere to any felony involving: (I) violence against a person; (II) child abuse or neglect; (III) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs; (IV) sexual misconduct; (V) gross irresponsibility or disregard for the safety of others; (VI) any crime against a child; or
- (A)(ii) In the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.
- (B) As to the offenses identified in subsection A(i)(III) and (V), the facility may, at its own discretion, make exceptions if five years have passed from completion of the applicant's criminal sentence and the facility can document that the health, safety, and well-being of juveniles would not be endangered.

(4) Allegations against staff. If there is an allegation that a staff member has committed a prohibited act, the facility shall determine and document whether the staff member shall be removed from contact with juveniles until the allegation is resolved. If any person is formally charged with any of the prohibited offenses, notification must be made to the OJA Licensing and Programs Assessment division, and the employee must be removed from contact with juveniles until the charges are resolved.

(5) Personnel records. The facility shall keep on file a written personnel record for every staff person employed, including:

- (A)(i) An application, resume or staff information sheet documenting qualifications, valid driver's license or other state ID, birth certificate, applicable educational diploma;
- (A)(ii) Health records as required by the facility;
- (A)(iii) Three written references and/or documentation of telephone interviews;
- (A)(iv) Any reports and notes relating to the individual's employment and annual job performance evaluations;

- (A)(v) Dates of employment; and
- (A)(vi) Date and reason for leaving employment.
- (C) Personnel records are maintained for at least three years following a staff member's separation.

(6) Training. All staff shall be trained on facility policy and procedure and a training record shall be established for each staff member. A record of all annual training shall be maintained.

- (D) The Requirements for Secure Juvenile Detention Facilities is reviewed as a part of the orientation process and is available to staff at all times.
- (E) Within 90 days of employment, all direct-care staff shall have successfully completed a specific course of instruction in first aid as established by the Red Cross, ASHI, AHA, or equivalent, presented by a certified instructor. This course shall be updated within the employee's third year of employment and each succeeding three-year increment.
- (F) Within 90 days of employment, all direct-care staff shall be certified in CPR as established by the Red Cross, ASHI, AHA, or its equivalent. Employees will maintain their certification as required by the certifying entity.
- (G) Full-time direct-care staff and administrators shall obtain at least 24 hours of training per employment year.
- (H) Part-time direct-care staff shall have training hours prorated based on the average number of hours of work per month.
- (I) On-call staff shall have a minimum of 6 hours of training per year.
- (J) Support staff shall obtain a minimum of 12 hours of training per employment year.

(7) Facility administrator qualifications. The facility administrator is responsible for implementing the policies adopted by the governing body, the ongoing operation of the facility, and compliance with the Requirements for Secure Juvenile Detention Facilities.

- (A) Qualifications include, at a minimum: (i) bachelor's degree from an accredited college/university in an appropriate discipline and five years relevant work experience; or (ii) an associate's degree from an accredited junior college, college, or university in an appropriate discipline and seven years relevant work experience; or (iii) ten years relevant work experience.

- (B) Relevant work experience shall include: (i) two years of experience working with juveniles; and (ii) five years in staff supervision and administration.
- All facility administrators must maintain their primary office at the detention facility.

(8) Direct-care staff qualifications. All direct-care staff shall be at least 21 years of age and possess a high school diploma or its equivalent, or obtain a high school diploma or equivalent within the first year of employment. A direct-care staff person can be hired when the person: (A) has his or her character and fitness attested to by three satisfactory written references and a criminal history background check is conducted; (B) is qualified and capable of satisfactorily performing assigned job responsibilities; and (C) does not pose a known risk to juveniles.

(9) Support staff qualifications. Support staff shall be able to read and write; demonstrate knowledge and skills necessary to the job assignments; and meet the requirements for direct-care staff if responsible for direct care of juveniles for any part of the day.

§ 377:3-13-44 — Security and Control OK ADC 377:3-13-44

(a) The facility shall have policy and procedure for security and control.

(b) In-house rules. A list of in-house rules, outlining acts prohibited in the facility and the range of disciplinary procedures, is given to all juveniles. The list is posted in a conspicuous and accessible area.

1. Staff members shall explain in-house rules to each juvenile admitted to the facility.
2. When a literacy or language problem prevents a juvenile from understanding the list of rules, a staff member or translator shall assist the juvenile in understanding the rules.

(c) Population counts. The facility shall have a system to physically count detained juveniles.

- (A) The facility director shall designate one staff member per shift to conduct at least one uninterrupted population count during the shift.
- (B) The staff member conducting the count shall be a trained employee in each living unit who shall see the juveniles being counted.
- (C) Juveniles shall not be permitted to move about the facility during the count.
- (D) Documentation of resident counts is available at the facility at all times.

(d) Mail. Written policy and procedure provide that a juvenile may send or receive mail without limitation, censorship, or prior reading by staff. Staff may open a juvenile's mail in the presence of the juvenile to inspect for contraband; however, staff shall not read the opened mail.

(e) Searches and contraband. The facility shall have written policy and procedure governing searches and control of contraband. Policy and procedure include, but are not limited to: (i) control of contraband; (ii) searches for contraband; (iii) body searches; (iv) property searches; (v) searches of the facility; and (vi) visitor searches. Residents and visitors shall be notified that they are subject to search.

- (C) No resident shall be searched beyond what is necessary to maintain proper security.
- (D) Searches are conducted by a staff member of the same sex as the resident or visitor.
- (E) Body cavity searches: A body cavity search may be conducted only when there is a strong reason to believe that the juvenile is concealing contraband in a body cavity. (i) The facility administrator must give authorization to medical personnel for any body cavity search. (ii) Medical personnel are the only persons authorized to perform body cavity searches. (iii) The body cavity search must be conducted in a private area of the facility, without windows, which ensures the privacy and dignity of the juvenile. (iv) A supervisory witness of the same sex as the juvenile shall be present during the body cavity search. (v) The detention facility shall contact the OJA Advocate General within 24 hours of conducting a body cavity search.

(f) Staffing ratios. There is a minimum ratio of 1:8 direct-care staff to residents during waking hours and 1:16 during residents' sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented as required by the Oklahoma Administrative Code.

- (B) When a female is placed in detention, there must be a female staff member on duty; when a male is placed in detention, there must be a male staff member on duty.
- (C) A minimum of two staff are on duty at all times in the facility.
- (D) Juveniles in detention shall be supervised at all times. The facility shall have enough staff available for staff to remain close to and in visual contact with the juveniles.

- (ii) During residents' sleeping hours, room checks will be completed not to exceed 30 minutes between checks.
- (iii) All room checks should be documented daily in an observation log and maintained by the facility.

(g) Perimeter security. The facility shall have a plan for surveillance of all areas of the perimeter of the facility. Outside lighting must be sufficient to provide visibility under all conditions with no blind spots. All doors that are security perimeter entrances, exterior doors, and doors which the facility administrator determines should be locked are kept locked. These doors are unlocked only for admission or exit of juveniles, employees, or visitors or in case of an emergency.

(h) Use of force. Written policy and procedure limit the use of physical force:

- (A)(i) For self-protection; (ii) to separate juveniles from fighting; (iii) to restrain juveniles in danger of inflicting harm to themselves or others; and (iv) to restrain juveniles who have escaped or who are in the process of escaping.
- (B) The least amount of force is used.
- (C) Physical force may not be used as punishment or retaliation.

(i) Restraints. Restraints are used only: (i) for self-protection; (ii) to separate juveniles from fighting; (iii) to restrain juveniles in danger of inflicting harm to themselves or others; (iv) to restrain juveniles who have escaped or who are in the process of escaping; and (v) to prevent destruction of property if reasonably related to (i) through (iv). Restraints are used only with the approval of the facility administrator or designee. Restraints may not be used as a form of punishment.

(j) Prohibited items and practices. Facility staff shall not use chemical agents for security. Staff may not use tear gas, mace, pepper spray, and related chemical agents to control juveniles. Weapons are not permitted except when authorized by state law. The use of hog-tying is prohibited.

(k) Room restriction. Room restriction is one means of informally resolving minor juvenile misbehavior. It serves a cooling off purpose and has a short time period (up to 60 minutes) that is specified at the time of the assignment.

(l) Room confinement. Room confinement means locking a juvenile in his/her room when the juvenile has been charged with a major rule violation requiring confinement for his/her safety or the safety of others or to ensure the security of the facility.

- (B) Room confinement of juveniles shall be re-authorized every 3 hours, except during normal sleeping hours, by a supervisor/administrator who was not involved in the original incident.
- (B) Any juvenile shall be visibly observed by a staff member every 15 minutes, and this must be documented.

§ 377:3-13-45 — Program and Services OK ADC 377:3-13-45

(a) Activities and services are available to each juvenile outside their room at least 12 hours a day. The facility shall provide or make available the following minimum services and programs to detained juveniles:

(1) Education. The facility shall provide educational opportunities in compliance with federal and state laws, State Department of Education requirements, applicable local school district requirements, and OJA contract requirements. Facilities shall provide or make provisions for an educational program, which includes space for education, necessary equipment and supplies, and supervision.

(2) Visitation. Written policy and procedure specify the number of visitors a juvenile may receive and the length of visitation. Visits may be limited only by the facility's schedule, space, and personnel constraints or where there are substantial reasons to justify such limitations. Juveniles have the right to refuse visitation. Legal counsel for a detained juvenile may visit at any reasonable time a request is made.

(3) Social services. The facility's social services program shall make a range of resources available to meet the needs of juveniles.

- (A) Juveniles shall be afforded access to emergency mental health counseling and crisis intervention services according to their needs.
- (B) Counseling services include group or individual counseling and are provided at least weekly.

(4) Recreation. Written policy and procedure provide a recreation schedule that includes at least one hour per day of large muscle activity and one hour of structured recreational activities. A variety of recreational materials are made available to detained juveniles and kept in good condition at all times.

(5) Food service. Written policy and procedure provide that the dietary needs of juveniles are met.

- (A) Special diets as prescribed by appropriate medical or dental personnel or as required by religious preference are provided.

- (C) Menus are approved before use and reviewed annually by a licensed dietician, nutritionist, or physician to ensure compliance with nationally recommended food allowances. Facilities participating in the National School Lunch Program are not required to have their breakfast and lunch menus approved by a licensed dietician, nutritionist, or physician.

(6) Medical and health care. The facility shall have written policy and procedure for delivery of health care services. When health care services are provided by someone other than a physician, the final medical judgment rests with the designated physician. The regulation requires comprehensive health policies covering medical screening, medication management, staff training on health emergencies, and protocols for various medical situations.

(7) Medication management. Medication is administered by persons properly trained in medical administration and under supervision of the physician and facility administrator.

- (A) Prescription medication is only administered as directed by a physician.
- (B) When any medication is administered, a precise record is kept of the juvenile's name, reason for dosage, route, date and time given, and signature of the person who administered it.

§ 377:3-13-46 — Physical Plant OK ADC 377:3-13-46

(a) Building plans and approval. Prior to new construction or remodeling existing structures to be used for secure juvenile detention facilities, building plans must first be presented to and approved by:

1. The Office of Juvenile Affairs to assure compliance with ACA Standards for Detention and Section 504 of the Rehabilitation Act of 1973 as amended;
2. The State Fire Marshal's Office to assure compliance with the National Fire Protection Association Life Safety Code as adopted by the State Fire Marshal's Commission. The State Fire Marshal will determine the rated capacity for the facility; and
3. The Commissioner of Health, State Health Department, Environmental Health Services to assure compliance with the adopted rules and regulations of the State Board of Health.

The population using housing or living units may not exceed the designed or rated capacity of the facility.

(b) Space requirements.

1. Single sleeping rooms consist of at least 70 square feet of floor space.
2. There shall be no double-celling of juveniles unless: (A) the room has been specifically constructed to house two juveniles; (B) the Office of Juvenile Affairs approved the construction plans prior to construction; and (C) the room meets the space requirements set forth in the ACA Standards for Juvenile Detention Facilities.
3. Male and female residents shall not occupy the same sleeping room.
4. Not less than 35 square feet of floor space per juvenile is provided in the day room on each living unit.
5. The facility shall provide at least 15 square feet of floor space per person for individuals occupying the dining room or dining area.
6. The total indoor activity area outside the sleeping area provides space of at least 100 square feet per resident.
7. Where the facility provides food service, the kitchen has at least 200 square feet of floor space.
8. School classrooms are designed in conformity with local or state educational requirements.

(c) Bathroom and sanitary facilities. All housing and activity areas provide, at a minimum, one toilet, one wash basin, and one shower for every six residents.2. Every lavatory basin, bathtub or shower is supplied with hot and cold water under pressure at all times.3. All showers and bathtubs must have temperature control equipment.5. Toilet paper, soap and individual sanitary towels are provided within easy access of the residents.

§ 377:3-13-47 — Food Service, Sanitation and Hygiene OK ADC 377:3-13-47

(a) General health requirements.

1. Minimum health requirements for secure juvenile detention facilities are determined by the Health Department and enforced by OJA.
2. The facility shall be maintained in compliance with State Health Department Food Service Code. An annual inspection of the facility is conducted to determine compliance with health codes. Documentation is kept on file at the facility.
3. The facility shall have a written plan for housekeeping that is posted and followed at all times.

4. The facility's written policy and procedure specify that its food services comply with the Board of Health Food Service rules and regulations.

(b) Water and plumbing.

1. There may not be cross-connection between the potable water supply and any non-potable or questionable water supply or any source of pollution through which the potable water supply might be contaminated.
2. The facility's potable water source and supply, whether owned and operated by the public water department or the facility, must be approved by an independent, outside source to be in compliance with jurisdictional laws and regulations.

(c) Waste disposal. Solid waste disposal must comply with the appropriate local ordinance where in effect and otherwise with the Oklahoma Public Health Code and adopted rules and regulations. Sewage disposal must comply with the Oklahoma Health Code and adopted rules and regulations.

(d) Environmental controls.

1. The facility shall have sufficient air and lighting to ensure the health of the detained juveniles.
2. An acceptable temperature zone for maintaining year-round comfort is 66–80 degrees Fahrenheit in the summer (optimally 71 degrees), and 61–73 degrees Fahrenheit in the winter (optimally 70 degrees).

(e) Meals.

- Written policy, procedure, and practice require that at least three meals, two of which are hot, be provided at scheduled times during each 24-hour time period on regular business weekdays, with no more than 14 hours between the evening meal and breakfast meal.
  - Only on weekends and state recognized holidays may a hot brunch and a hot evening meal, both of which meet basic nutritional goals, be provided at scheduled times during each 24-hour time period.
1. The facility provides or arranges for the meals and at least one snack per 24-hour day from food that is selected, stored, prepared, and served in a sanitary and palatable manner. Each meal contains a sufficient amount of food for every juvenile and additional servings are permitted.

2. Facilities recognize the social and emotional needs of juveniles during mealtime. Juveniles and the staff who eat with them are served the same food, except for tea and coffee, unless differences in age or special dietary needs are factors.

(f) Hygiene. Juveniles shall have the opportunity for daily showers.

§ 377:3-13-48 — Safety and Emergency Requirements OK ADC 377:3-13-48

(a) Fire protection.

1. Minimum state fire safety requirements for secure juvenile detention facilities are enforced by the State Fire Marshal's office.
2. Secure juvenile detention facilities must comply with the Building Officials Administrators Code (BOCA) as enforced by the State Fire Marshal's office.
3. The facility's written policy and procedure provide for a qualified fire and safety officer to regularly inspect the facility for compliance with safety and fire prevention requirements. An administrative staff member or designee shall conduct a fire and safety inspection of the facility at least weekly.
4. Fire prevention practices include: (A) a provision for an adequate fire protection service; and (B) annual inspection and testing of equipment by a fire service company approved by the local fire official.
5. Fire hoses or extinguishers are available at appropriate locations throughout the facility.
6. (B) Only mattresses manufactured from materials that are not highly flammable are used.
7. A fire alarm and automatic detection system is required as approved by the state and/or local fire marshal.

(b) General emergency procedures.

- Written policy and procedure specify the means for the prompt release of juveniles from locked areas in case of emergency and provide for a secondary release system if electrically equipped.
1. All facility personnel shall be trained in the implementation of written emergency plans.
  2. The facility director or designee shall develop written plans which specify procedures to be followed in emergency situations (e.g., fire, disturbances, taking of

hostages). These plans are made available to all applicable personnel and are reviewed and updated at least annually.

3. The facility shall have access to an alternate power source to maintain essential services in an emergency. Essential services include but are not limited to: (i) access to drinking water; (ii) security lighting; (iii) appropriate food storage; and (iv) ability to maintain safe building temperatures.

(c) Exits. The facility shall have exits that are properly positioned and clearly, distinctly, and permanently marked in order to ensure the timely evacuation of juveniles and staff in the event of fire or other emergency.

1. Two identifiable exits are located in each juvenile housing area and other high-density areas to permit the prompt evacuation of juveniles and staff under emergency conditions.
2. The facility shall have exits that are continuously visible at all times, kept clear, and maintained in usable condition.

(d) Emergency evacuation planning. The facility shall create, and review annually, an emergency evacuation plan. The plan, or any annual amendments to the plan, shall be submitted for approval to the OJA Licensing and Programs Assessment division. The plan must contain at a minimum:

1. A secondary site will be identified by the facility, in the event the facility needs to evacuate in case of emergency or natural disaster.
2. Should the emergency necessitate an absence from the facility in excess of 24 hours, the secondary site must be emergency certified by the OJA Licensing and Programs Assessment division and meet all Safety, Security and Control, and Physical Plant Requirements for Secure Detention.
3. Should a detention facility be damaged, OJA Licensing and Programs Assessment division may require an inspection be conducted prior to allowing the continued certification of the facility.

(e) Facility maintenance.

- All habitable and non-habitable areas are maintained in a condition free of litter.
- Work areas are maintained in a clean and safe condition. Equipment is installed in such a way as to meet safety requirements.

- The interior of the building, including appliances, machinery, and equipment, is maintained in proper working order at all times. Interior walls, carpeting, and furniture is repaired, replaced, and kept in acceptable condition.
- All interior surfaces, including walls, ceilings and floors, must have flame-spread ratings as outlined by the BOCA Building Code. Documentation of appropriate flame-spread ratings must be obtained from the manufacturers of the material.
- Draperies, curtains, and similar furnishings and decorations must be flame resistant. Proof of flame resistance is documented from the material manufacturer that the material passed the criteria of NFPA 701, small and large scale tests.
- All exterior wood surfaces, other than decay-resistant woods, must be protected from the elements and decay by a lead-free paint or other product to provide a protective covering or treatment. Toxic paint and materials may not be used where readily accessible to juveniles.

§ 377:3-13-49 — Collocated Detention Facilities OK ADC 377:3-13-49

(a) A juvenile detention facility collocated with an adult jail or lockup must meet the same standards and certification requirements as a freestanding juvenile detention center and be certified appropriately. A collocated facility is a juvenile facility located in the same building as an adult jail or lockup, or is part of a related complex of buildings located on the same grounds as an adult jail or lockup.

(b) Each of the following three criteria must be met in order to ensure that a juvenile detention facility is separate from the adult jail with which it is collocated:

1. Physical and sensory separation. Juveniles and adults must be separated in that there can be no sustained sight or sound contact between juveniles and incarcerated adults in the facility. This type of separation can be achieved architecturally or through time-phasing of common use non-residential areas.
2. Program area separation. All juvenile and adult program areas must be separate. There must be an independent and comprehensive operational plan for the juvenile detention facility which provides for a full range of separate program services. No program activities may be shared by juveniles and incarcerated adults. Time-phasing of common use nonresidential areas is permissible to conduct program activities.
3. Staff separation. There must be separate staff for the juvenile and adult populations, including management, security, and direct care staff. Staff providing specialized services (medical care, food service, maintenance, etc.) who are not

normally in contact with detainees, or whose infrequent contacts occur under conditions of separation of juveniles and adults, can serve both populations. The day-to-day management, security, and direct care functions of the juvenile detention facility must be vested in a totally separate staff.

**AFFIDAVIT OF ASSIGNMENT**

Cleveland County, (hereinafter referred to as "Contractor") hereby assigns to \_\_\_\_\_, (hereinafter referred to as "Subcontractor") the authority to submit claims directly to Oklahoma Juvenile Affairs (hereinafter referred to as "OJA") and receive payments directly from OJA for services provided pursuant to:

Contract Number: CRL2027/29-300

Assignment of this Contract does not relieve Contractor of responsibility for compliance with contract provisions and monitoring of Subcontractor.

The Contractor has entered into a Contract with the Subcontractor to develop and provide those services required by the Contact with OJA.

Subcontractor Information:

FEI #:

Name:

Mailing Address:

Contractor Signature \_\_\_\_\_ Date: \_\_\_\_\_

State of Oklahoma

County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Notary Public Certification Number: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**