



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

FY2019 Contract
Core Community-Based Youth Services
With
<<Contractor>>

Steve Buck, Executive Director

Shelley Waller
Deputy Director

Community-Based Support

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**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
FY2019 Core Community Based Services
With options to renew for FY2020 & FY2021
Youth Service Agency Contract**

This agreement, consisting of 26 pages (hereinafter the "Contract") is made and entered into by and between the Office of Juvenile Affairs ("OJA"), and the Contractor whose Application for Funding and Budget Forms are attached to this Contract.

The Contract, Attachments and Budget constitute the entire agreement between OJA and Contractor.

RECITALS

WHEREAS, pursuant to 10 O.S. §7302-3.3, OJA, in its role as planner and coordinator for juvenile justice and prevention services, shall enter into contracts for the establishment and maintenance of community-based prevention and diversionary youth services programs, including but not limited to emergency shelter, diagnosis, crisis intervention, counseling, group work, case supervision, job placement, alternative diversion programs for first-time offenders, recruitment and training of volunteers, consultation, brokerage of services and agency coordination with emphasis on keeping youth with a high potential for delinquency out of the traditional juvenile justice process; and

WHEREAS, pursuant to 10 O.S. §7302-3.4, OJA is authorized to enter into financial agreements with any private agency for juvenile delinquency prevention programs and juvenile treatment programs; and

WHEREAS, pursuant to 10 O.S. §7302-3.5, OJA is authorized to establish or maintain community-based youth service programs and shelters with local, state and federal monies; and

WHEREAS, pursuant to the provisions of Title 10 O.S. §7302-2-1.1, the Board of Juvenile Affairs has established guidelines for rates of payment for services provided to or for the Office of Juvenile Affairs; and

WHEREAS, pursuant to 10 O.S. §7302-3.6, funds specifically appropriated to OJA for designated Youth Services Agency programs shall be made available through contracts negotiated by the Division of Community Based Support Division to organizations designated by the Office of Juvenile Affairs as "Youth Services Agencies"; and

WHEREAS, pursuant to the provisions of Title 10 O.S. §7302-1.1, the Board of Juvenile Affairs has established guidelines for rates of payment for services provided to or for the Office of Juvenile Affairs; and.

WHEREAS, Contractor is a designated "Youth Services Agency" meeting all requirements of 10 O.S. §7302-3.6 and the State Plan for Services to Children and Youth.

NOW, THEREFORE, the parties agree as follows:

I. TERMS OF CONTRACT

A. BASE YEAR

The term of the Contract is from the October 1, 2018, or the date of execution through June 30, 2019. The Contract may be renewed for two additional one-year periods at the same or modified terms and conditions as follows:

- 1st Option Period: FY2020 – July 1, 2019 through June 30, 2020
- 2nd Option Period: FY2021 – July 1, 2020 through June 30, 2021

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 thirty (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 that particular option period.

II. COMPENSATION.

In consideration of the satisfactory performance of said services, OJA agrees to pay in accordance to the following:

A. COMMUNITY-BASED SUPPORT (CBS)

Community-Based Youth Services may be compensated for those services that OJA has a fixed and uniform rate or cost reimbursement as outlined in the Budget Summary (or subsequent Budget's as required by OJA during renewal periods) of the Contractor's Application for Funding – Attachment A attached to this Contract, not to exceed the amount awarded pursuant to Attachment B-1, Allocation for Funding by Catchment Area, or amounts as amended during the Contract period by OJA and reflected on the Purchase Order, and to the provisions of this section.

1. CBS FIXED RATE

OJA shall pay Contractor pursuant to the provisions and rates outlined in Attachment C-1- Summary of Service Rates (CBS):

- a. In the event OJA experiences a revenue failure, the not to exceed amount listed in Section II, Part A. of this Contract may be reduced in the same proportion as the total revenue reduction experienced by OJA.
- b. In the event OJA determines that a budget revision is necessary to increase the total encumbrance of the Contract, OJA may unilaterally adjust the total encumbrance up to 10% of the total contract amount.
- c. Claims for compensation for fixed rate services shall be in accordance with the standards set forth in Attachment C-1 – Summary of Service Rates and Standards.

B. COMMUNITY AT-RISK SERVICES (CARS)

Community At-Risk Services (CARS) will be compensated by fixed rate for services outlined in the Budget Summary of the Contractor's Application for Funding attached to this Contract and pursuant to the provisions and rates outlined in Attachment B-2, Allocation for Funding by Catchment Area, and C-2- Summary of Service Rates (CARS).

1. LIMITS TO MONTHLY CLAIM

Because of budget constraints and cash flow issues for State Agencies, compensation issued under this contract shall be limited based on the document listed as "Schedule A" which is attached and made part of this contract. This Schedule lists the maximum allowable claim by month by three categories, CARS and Shelter and Community Services. The Schedule's purpose is to allow reasonable access to Contract funding without hampering OJA's ability to meet monthly obligations due to limitations on state appropriations allocation. The Schedule provides that 25% of the contracts funding be made available in the first month. For each month thereafter an additional 6.75% will be made available except for the last month, which shall be the remainder of the funding which is 7.5%. These percentages are cumulative and unused funding carries over from month-to-month. Any expenditure exceeding the accumulated monthly allotment will not be paid by OJA without written approval of the Director of CBS.

2. UTILIZATION OF FEDERAL FUNDS AND OTHER FUNDING SOURCES

All Contractors are required to obtain other funding sources, including but not limited to:

- a. applying for and utilizing either federal funds available directly from Title XIX or from other federal sources or grants;
- b. funds available from other sources of revenue, such as private insurance companies; other state and/or local contracts; and/or
- c. through development of community donation networks in order to enhance agency fiscal viability.

All Contractors shall document all efforts to obtain diverse funding sources and these will be reviewed during the OJA Contract Assessment.

Contractor agrees that it must take all reasonable steps to verify and document whether the juvenile has an active Recipient Identification Number from either the Recipient Eligibility Verification System (REVS) or any other applicable source. Contractor shall maintain the documentation on client eligibility in the client's case file.

It is understood that while clients may be eligible for Title XIX services they may receive services provided under the current rates and standards guidelines from the Contractor as long as the services do not duplicate, replicate, or conflict with services provided under OHCA outpatient behavioral health services.

OJA will not be liable for repayment of any disallowance of federal Medicaid funding resulting from actions taken by Contractor or any entity contracting with, employed by, or representing the Contractor.

3. ACCESSING OUTPATIENT BEHAVIORAL HEALTH SERVICES

Contractor shall maintain a process for accessing outpatient behavioral health services for clients by one of two methods:

Contractor shall maintain a Contract with OHCA for outpatient behavioral health services. Contractor shall be responsible for billing of all services provided under the outpatient behavioral health services category to eligible clients, as well as recoupment of any funds of the same; or

If Contractor is unable to acquire a contract with OHCA for outpatient behavioral health services, it shall enter into a referral agreement with a local contractor who can maintain a Contract with OHCA with prior approval for the Community Support Division Director. The referral agreement shall outline which client services will be referred and reporting procedures. No fees can be assessed to OJA for the referral to the local contractor.

a. REVENUE FAILURE

In the event OJA experiences a revenue failure, the not to exceed amount listed in II A & B. above may be reduced in the same proportion as the total revenue reduction experienced by OJA.

b. BUDGET ADJUSTMENT INITIATED BY OJA

In the event OJA determines that a budget revision is necessary to increase the total encumbrance of the Contract for additional services or expenditures required by OJA, OJA may at its discretion unilaterally adjust the total encumbrance up to 10% of the total contract amount.

C. TRAVEL EXPENSES

Allowable travel expenses incurred by Contractor in providing services under the contract in any program shall be included in the total amount of the Contract award. OJA may pay travel expenses (including per diem) specified in the budget and charged against the total amount of the contract award. In addition, OJA will reimburse authorized travel expenses in accordance with the Oklahoma State Travel Reimbursement Act, 74 O.S. §500.1 et seq. Contractor shall not charge out of state travel against this Contract without prior written approval of the OJA Executive Director or designee.

D. BUDGET

1. REVISIONS

Any agency-originated reallocation of contract funds within the contract year or any reallocation of funds between different programs described in Section V of this Contract shall be deemed a budget revision.

All budget revisions from the budget approved in the Contract must be submitted in writing and in the format as prescribed by OJA with a budget narrative and supporting documentation attached. No more than two budget change per quarter shall be allowed. Budget changes must be approved by OJA in writing prior to becoming effective. Any claim for services under this Contract will be deemed unallowable if received after August 15, immediately following the fiscal year of service.

During the course of a Contract term, either base year or option years, budget revisions approved by OJA will be recorded by a State of Oklahoma change order to the original purchase order based on the Contract. At the beginning of each option year, unless modified by OJA, the budget amounts will reset to the amount and categories listed in the Application.

In order to strengthen the ability of the statewide youth service network to better adapt to meeting the needs of at-risk youth across the state, OJA retains the right to reallocate funds when there are gaps or barriers to service provision. In the event that OJA takes action to reallocate any agency's funds to meet community needs, OJA will generate a Budget Revision for each agency involved to accompany the action which will include a narrative and data that precipitated such action and provided in writing. Each agency has the right to submit a written appeal of this decision to reallocate funds. Once the agency has received notification of the reallocation with supporting documentation, they will have five (5) business days to respond or appeal the decision. Upon receipt of the agency's appeal, OJA will make a final determination within 5 business days.

a. BUDGET AMENDMENTS

If during the course of the contract term, a budget adjustment is required for any reason, the amended budget shall be due by a date determined by OJA. The due date shall be communicated by email to the address indicated on the signature page of the Contract. Failure to submit budget revision by deadline will result in suspension of payments. Contractor will be advised in the communication if a new budget is required or adjustments can be made to the existing budget form. The due date will be at least 30 calendar days from the date of OJA's notification to Contractor. The budget forms are posted on OJA's website.

Contractor shall submit an annual budget in the format as prescribed by OJA to include budget narrative for each additional 12-month period option upon renewal of the Contract.

E. ALLOCATION

Any unexpended funds remaining in any program during the latter portion of the contract year by the Contractor shall be reallocated by OJA to areas that demonstrate a need for more community prevention services.

The level of agency service provision will be assessed quarterly through an analysis of services provided in JOLTS. When there are instances of services or programs not being utilized or provided, OJA reserves the right to reallocate a percentage, a program portion, or all of the remaining agency funds toward a region and/or agency that is actively demonstrating a high level of need, capability, or quality of service provision as determined by OJA CBS Deputy Director.

III. GENERAL TERMS AND CONDITIONS

A. APPEAL

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the OJA Executive Director. The Office

of Juvenile Affairs will consider the appeal before final action or reimbursement is sought by OJA. Payments under this Contract will continue while the appeal is pending unless this Contract is otherwise terminated.

B. ASSIGNMENT AND SUBCONTRACTING

1. ASSIGNMENT

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred at any time without the appropriate Community Based Support Deputy Director or designee's prior written authorization.

2. SUBCONTRACTING

Contractor shall notify the appropriate OJA division administrator or designee in writing of any proposed subcontracting to this Contract, in whole or in part, of the services required under this Contract at least thirty (30) calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at the time of such notification. The terms of this Contract shall be included in any subcontract, and shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of this Contract and any subcontract.

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

3. SUBCONTRACT MODIFICATION

Any change to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this section "B. Assignment and Subcontracting" shall apply.

C. AUDIT

1. FEDERAL FUNDS

Organizations that expend \$500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133 (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, Pub. L. No. 98-502, 98 Stat. 2327 (codified as amended at 31 U.S.C.A. §§ 7501-7507 (1996)).

Audit fees for Contractor and/or his subcontractors expending less than \$500,000 in federal funds shall not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. STATE FUNDS

Corporations, both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. AUDITOR APPROVAL AND AUDIT DISTRIBUTION

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma (State), and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. The Office of Juvenile Affairs retains the authority to examine the work papers of said auditor.

Contractor shall submit one copies of the annual audit report to: the Office of Juvenile Affairs - Contracts Unit, P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit submission to OJA. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. The Office of Juvenile Affairs reserves the right to suspend payment to Contractor for costs owed pursuant to this Contract if OJA has not received Contractor's audit for the previous fiscal year.

D. CHOICE OF LAW

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

E. CHOICE OF VENUE

The State of Oklahoma, District Court of Oklahoma County shall be the venue in the event any legal action is filed by OJA or Contractor to enforce or to interpret provisions of this Contract.

F. CIVIL RIGHTS

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the following specific statutes, regulations and executive orders:

1. *the Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA), Pub.L. No. 90-351, 82 Stat. 197;*
2. *the Victims of Crime Act of 1984, Pub.L. No. 98-473, Title II, ch. XIV, 98 Stat. 2170;*
3. *the Juvenile Justice and Delinquency Prevention Act of 2002, Pub.L. No. 107-273, Div. C, Title II, Subtitle B, §§ 12201-12223, 116 Stat. 1869;*
4. *the Civil Rights Act of 1964, Pub.L. No. 88-352, 78 Stat. 241;*
5. *the Rehabilitation Act of 1973, Pub.L. No. 93-112, 87 Stat. 355;*
6. *the Americans with Disabilities Act of 1990 (ADA), Pub.L. No. 101-336, 104 Stat. 327;*
7. *the Education Amendments of 1972, Pub.L. No. 92-318, 86*

Stat. 235;

8. *the Age Discrimination Act of 1975, Pub.L. No. 94-135, Title III, 89 Stat. 728, and the*
9. *Equal Protection of the Laws for Faith-Based and Community Organizations, Exec. Order No. 13279, amended by Exec. Order No. 13403 and Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, Exec. Order No. 13559, 28 C.F.R. §§ 38.1 and 38.2 (2016).*

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

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

G. COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

Contractor and any subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

H. 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 request 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.

I. CONTRACT MODIFICATION

Any modification or amendments to this Contract must be approved in writing by the awarding state agency prior to implementation, and agreed to by both parties.

J. DEBARMENT / SUSPENSION

In accordance with 31 U.S.C. § 1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), Contractor certifies that neither it, nor its principals, are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or

agency, or convicted of a fraud-related crime.

K. DRUG-FREE WORK PLACE

Contractor also agrees that Contractor and his 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 consistent with OJA's rules, policies and procedures for drug and alcohol testing.

L. 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.

M. EMPLOYMENT RELATIONSHIP

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

N. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor, its agents, vendors, officers and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under this Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub.L. No. 104-191, 110 Stat. 1936, as it may be amended.

O. INDEMNITY (NON-GOVERNMENTAL ENTITIES)

Contractor shall indemnify and hold OJA harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

P. INDEMNITY (GOVERNMENTAL ENTITIES)

Unless prohibited by Article 10 of the Oklahoma Constitution and the *Governmental Tort Claim Act*, 51 O.S.2011 & Supp.2016, §§ 151-200, Contractor agrees to the extent allowed by law, to indemnify and hold OJA harmless from any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or

condition of this Contract. Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

Q. MONITORING AND FINANCIAL COMPLIANCE REVIEW

The Office of Juvenile Affairs, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with Contractor's performance of the services. The Office of Juvenile Affairs shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided at any time during the period such records are required to be maintained or retained by Contractor. The Office of Juvenile Affairs will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

The Office of Juvenile Affairs will complete a performance evaluation at the end of the Contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S.2011, § 85.41.B.

R. OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this Contract is executed or awarded, are in compliance with 25 O.S.2011, § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.2011, § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at: www.dhs.gov/E-Verify.

S. PRIOR UNMET CONTRACTUAL OBLIGATIONS

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.

T. RECORDS

As used in this clause, "records" includes: books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, Contractor agrees any pertinent State or federal agency has the authority to examine and audit 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 is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

U. SEVERABILITY

If any provision under this Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Contract, or its application, that can be given effect without the invalid provision or application.

V. TERMINATION

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

W. TERMINATION FOR CAUSE

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel this Contract, or any portion of the Contract, effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, then the State shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination and verifiable through documentation, billing claims, and data entry.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Management and Enterprise Services (OMES), Division of Capital Assets Management (DCAM), Central Purchasing Division.

X. TERMINATION/ CONTRACT REDUCTION DUE TO LACK OF FUNDING

The Office of Juvenile Affairs 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 or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA.

The Office of Juvenile Affairs shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

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

Y. 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. The Office of Juvenile Affairs may, at its sole discretion,

deduct and withhold such amounts from subsequent payments to be made to Contractor under this Contract or other contracts.

IV. SPECIAL TERMS AND CONDITIONS

A. CLIENT CONFIDENTIALITY

Contractor shall comply with OJA's requirement regarding the absolute protection, use of and release of personal client information consistent with 10 O.S. §7307-1.2 and

OJA Rule 377:10-1-7 and professional standards. Further, Contractor agrees to hold confidential all personal information about clients served under this contract, including lists of names, addresses, photographs, evaluations, and all other records about the client.

B. COMMUNICABLE DISEASE POLICY AND PROCEDURES

Contractor shall have policies and procedures in accordance with the National Institute of Health (NIH) guidelines on Communicable Disease.

C. ENERGY EFFICIENCY

Contractor agrees to meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6201, *et seq.*, as amended.

D. ENVIRONMENTAL PROTECTION

Contractor must comply with Section 306 of the Clean Air Act, 42 U.S.C. §1857(L); Section 508 of the Clean Water Act, 33 U.S.C. §1251 *et seq.*; Presidential Executive Order 11738, and Environmental Protection Contractor Regulations, 40 C.F.R. Part 15, which prohibit the use of nonexempt Federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities.

E. FORCE MAJEURE

In the event that Contractor's designated facility becomes uninhabitable by an act of Nature or sudden catastrophe and a suitable alternative facility cannot be obtained by Contractor within fifteen (15) working days, the Contract may, at OJA's discretion, become null and void and OJA may select alternative placement for any resident in need of such placement.

F. GRIEVANCE PROCEDURE

Contractor shall operate a system for resolution of grievances by recipients of the services provided. The policy and procedures used by Contractor shall comply with applicable OJA and DHS policy and standards for custody youth. Agency's grievance procedure shall be subject to approval by OJA's Advocate General's office.

G. LIABILITY INSURANCE

Contractor shall furnish to OJA, prior to the effective date of the Contract, a Certificate of Insurance naming Contractor as the insured with a minimum of \$1,000,000.00 of coverage insuring Contractor against any public liability of bodily injury and property damage. Said Certificate of Insurance shall be properly executed by an authorized agency of the named insurance company and shall provide for thirty (30) days' prior written notice to the insured and to OJA in the event of cancellation of said policy. Contractor further agrees to maintain all statutorily required insurance coverage for Unemployment and Worker's Compensation.

H. LIABILITY INSURANCE – AUTOMOBILE

Contractor shall procure and maintain automobile liability insurance with limits of liability of a minimum of one hundred thousand dollars (\$100,000) on all automobiles used to transport clients.

I. LOBBYING

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

J. NEPOTISM

Instances of nepotism are fraught with risks of impropriety and are to be avoided whenever possible. In the instance that a qualified candidate for employment who is a relative of a current staff or Board Member is identified, great care must be utilized to ensure that their presence in the agency does not present any occasion for favoritism, possible violation of confidentiality issues, threats to morale, confusion regarding lines of authority, and/or productivity expectations between or among staff. The Contractor and/or Contractor's governing board or body agrees to disclose any existing situations of nepotism within the organization and receive written prior approval of any employment which involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Contractor shall disclose any other situations which might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: 1) renting or leasing; 2) staffing; 3) board membership; 4) contracted services; 5) acquisition of real property and equipment; 6) client-staff relationships; 7) board membership to staff employment; 8) auditing; and 9) other situations which might fairly represent a conflict of interest.

K. OWNERSHIP OF EQUIPMENT

Any equipment or other tangible object approved by OJA to be purchased with the funds provided through the Contract shall be the property of OJA and shall be held, maintained and insured by the Contractor for the benefit of OJA. Upon termination or upon notice that contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within 15 days at the Contractor's sole cost and expense. The Contractor shall return the equipment to OJA's State Office during normal business hours with at least 24 hours written notice. Contractor shall submit a complete inventory listing of all equipment purchased with CBYS contract funds. The final claim of the fiscal year will not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Office of Juvenile Affairs".

L. OWNERSHIP INFORMATION

Contractor attests that no person who 1) has ownership in Contractor, 2) controls interest in, 3) is an agent of, or 4) is a managing employee of Contractor has been convicted of a criminal offense relating to the person's involvement in any programs under Title XVIII, XIX, or XX of the Federal Social Security Act since the inception of these programs. Contractor further agrees to disclose to OJA the name of any person so convicted who may assume any of the positions identified herein.

M. PROHIBITION OF USE OF TOBACCO PRODUCTS

Contractor shall prohibit juveniles from possessing or using tobacco products. In the event Contractor allows its staff to use tobacco products while on duty, the use must be in a separately ventilated area out of sight of juveniles.

N. TAXES

Contractor shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the State Unemployment Tax Acts and Worker's Compensation Insurance Laws. This does not prohibit OJA from reimbursing Contractor for any such allowable costs that are specifically identified in the budget approved by OJA.

O. TERMINATION DUE TO ABUSE

The Contract may be immediately canceled in the event OJA substantiates allegations that Contractor willfully or negligently allowed citizens to be abused. Contractor shall be subject to immediate cancellation of Contract for the following:

1. Interfering with an abuse, neglect, or maltreatment investigation;
2. Allowing its employees to interfere with an investigation or retaliating against any employee for reporting or cooperating in such investigation; or
3. 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.

P. SERVICE DENIAL OR DISCONTINUATION

Contractor understands and agrees that the services required under the contract cannot be denied or discontinued at any time without the appropriate Community Support Division Administrator or designee's prior written authorization. Denial and/or discontinuation of contracted services constitutes noncompliance with the contract. Failures to comply with any of the above-mentioned requirements may result in actions taken by OJA, including but not limited to:

1. non-payment of claims,
2. suspension of payment of all or a portion of contract funding,
3. an agency review of JOLTS data and other official agency documentation to determine if agency is capable of carrying out the contract, or;
4. the possibility of OJA seeking an alternative provider to carry out the prevention and diversion services not being provided by the Contractor

V. SERVICES TO BE PROVIDED

A. COMMUNITY-BASED SUPPORT (CBS)

Contractor shall furnish the necessary facilities, materials, and qualified personnel to provide Community-Based Youth Services as indicated in Attachment A, Application for Funding and Attachment B-1, Allocation for Funding by Catchment Area. These services shall emphasize the prevention of delinquency and the diversion of children and youth under the age of eighteen (18) years from further penetration into the juvenile justice

system.

Contractor shall provide CBS Division with a copy of the agency Policy and Procedures manual and will continue to provide updated versions as changes are made.

1. SELF-ASSESSMENT PERFORMANCE REPORT

OJA shall require the Contractor to provide an Annual Self-Assessment Performance Report. Contractor shall provide to OJA an annual performance report referencing the services described in their Application to be submitted within 160 days after the end of the Fiscal Year. The purpose of this report is to demonstrate the need, costs, and effectiveness of the programs and services described in the application, and compare the outcomes of the quantity and quality of said services to those projected in the Application. The Annual Self-Assessment Performance Report shall reference similar demographic data elements described in Section V. Part A.1. of this Contract and report on outcomes for all programs. The report may additionally reference measures of client satisfaction, referral source satisfaction with the programs and services provided, and how the services provided and the programs are serving to meet identified community needs. The Self-Assessment Performance Report shall reference the Contractor's desired outcomes described and referenced in the Application for Funding. Failure to complete and submit the Annual Self-Assessment Performance Report could cause an agency to be subject to a suspension of payments as detailed in Subsection Q of Section III. General Terms and Conditions.

2. EMERGENCY SHELTER BEDS AND EMERGENCY SHELTER HOST HOMES

Contractor shall provide beds for juveniles as beds are available. OJA will require all designated Youth Services Agencies to provide or have a written plan to provide temporary emergency shelter care for juveniles referred to the Contractor's program needing shelter care within the State of Oklahoma. Shelter services must be provided in a licensed shelter facility or licensed host home for juveniles. Temporary emergency shelter services shall be available seven (7) days a week (including holidays), 365 days per year, twenty-four (24) hours per day. No cessation or disruption in shelter services may take place without prior written approval from OJA, barring Force Majeure. Purposeful emptying of a shelter for weekends or holidays will be viewed as acts of noncompliance specified in Section IV Subsection P and will prompt OJA to explore the options listed in that section. Due to the importance of improving the continuity of care for youth in the shelter system, emphasis will be placed upon assisting resident youth in achieving successful discharges to their planned placements and decreasing the number of disruptions when a youth in a shelter is requested to be removed with little or no advance planning or preparation. It is the expectation of OJA that Contractors will make all possible efforts to ameliorate resident issues in order to minimize unplanned resident removals. In the event that a shelter demonstrates a pattern of unplanned resident removals, OJA retains the right to evaluate this pattern and make decisions regarding the most appropriate resolution, which could lead to a finding of noncompliance as detailed in Section IV Subsection P and including, but not limited to:

- a. non-payment of claims,
- b. suspension of payment of all or a portion of contract funding,

- c. an agency review of JOLTS data and other official agency documentation to determine if agency is capable of carrying out the contract, or;
- d. the possibility of OJA seeking an alternative provider to carry out the prevention and diversion services not being provided by the Contractor

All agreements with host home must be in writing and include the rate per bed/per day and be available for inspection upon OJA's request. Contractor shall provide or refer to available resources juveniles experiencing homelessness or a life crisis disrupting the continuation of their stay in their own home. These services should be provided in concert with OJA or OKDHS/CWS in an effort to return the juvenile to their own home, relatives home, or other permanency planning family-based environment e.g. foster care, kinship home, approved independent living environment, in the least amount of time. Referred OKDHS and OJA youth must be accepted into the shelter unless Contractor personnel deem the referral to be inappropriate.

3. SERVICE DOCUMENTATION:

- a. Contractor shall enter daily all shelter referrals into the OJA designated client information system to include at a minimum the following data elements; admissions shall include the first and last name, age of juvenile, sex, referral date and source, shelter admission date, and discharge date. The agency must maintain a log of accepted and denied referrals with detailed reasons for denials. Logs must also identify each resident by referral source; either OKDHS, JSU, Court-ordered, a Community/Private placement, etc. All juvenile information shall be placed on the OJA designated client information system within 24-hours of referral, placement, and discharge.
- b. Information entered on shelter referrals for non-OJA clients will not be accessible by law enforcement agencies. This information will be available to Contractor and to OJA staff conducting contract review.

4. COMMUNITY-BASED PREVENTION AND DIVERSION

Contractor shall provide Community-Based prevention and diversionary services in the catchment area as identified in Attachment A. Application for Funding and Attachment B-1, Allocation for Funding by Catchment Area. Contractor shall provide Community-Based prevention and diversionary services as defined in 10 O.S. §7302-3.3 for juveniles within the State of Oklahoma. Services shall be compensated by fixed rates and/or cost reimbursement.

5. FIRST TIME OFFENDER PROGRAM

All Contractors shall provide the First Time Offender Program and shall make every attempt to require that juveniles and his/her parents/guardians enroll and attend a series of classes for a minimum of twelve hours. Class (group) size may range from one (1) through fourteen (14) juveniles. Contractor shall make every attempt available to include any parent(s)/guardian(s). The class shall be composed of no fewer than 2 or more than 36 total participants (juveniles/parents/guardians). **Services shall be initiated within thirty (30) days of the referral.** Staff to participant ratio shall be no more than 1:24. The agency is required to use the most recent updated Curriculum (2014) available on the OAYS website. All instructors/facilitators must be trained and certified through Public Strategies and OAYS

and meet all guidelines detailed in the First Time Offender Program “It’s My Life” Manual and Standards.

- a. Contractor shall provide a referral and delivery system of services (including information and referrals) for community residents within the identified catchment areas in need of the above stated services. Contractor shall assist and attempt to resolve any of the issues that are subject to the referral through direct delivery of the service or a referral to a qualified provider.
- b. Contractor will make and document efforts to make the services available throughout their catchment area and will promote the program as a skill-building educational class to all community stakeholders, including municipal courts, law enforcement entities, and area school representatives.
- c. All agencies will participate in the OAYS Program Evaluation process to provide data to establish an empirical research base for FTOP.
- d. Service Documentation:
 - i. Contractor shall utilize the Standard FTOP Forms available on the OAYS website and all forms will be complete in individual case files. A Group File will be compiled for each class that will include Sign-In Sheets, Final Evaluation Reports for each youth, and Satisfaction Surveys from each participant. Contractor shall enter all juvenile referrals and services initiated and/or provided into the OJA designated client information system to include at a minimum the following data elements from the OAYS Standard Forms: first and last name of juvenile, problem history, age of juvenile, sex, referral date and source, service contact date and time, completed releases of information, acknowledgement of rights and grievance procedures, service discharge date, name and type of service, name and qualifications of individual(s) providing the service(s).
 - ii. Information entered regarding all services for non-OJA clients will not be accessible by law enforcement agencies. This information will be available to Contractor and to OJA staff conducting contract review.
 - iii. Contractor shall complete an Annual Local Referral Agreements with all area stakeholders who work with youth which signed and dated by both parties. The agreement shall define the program, describe the referral process, and be maintained with the Contractor’s contract documentation.

6. DESIGNATED YOUTH SERVICE AGENCY CERTIFICATION

Contractor agrees to maintain certification as a “Designated Youth Service Agency” by OJA Standards and Criteria for Community-Based Support Services/Prevention and Emergency Youth Shelters. Contractor shall conduct the affairs of its organization and provide the services described herein following these standards. Contractor shall also meet OJA monitoring requirements.

7. OKLAHOMA CHILD CARE FACILITIES LICENSING STANDARDS

Contractor shall meet all applicable standards and licensure requirements of the Oklahoma Child Care Facilities Licensing Act, 10 O.S. §401 *et seq.*

8. FEES FOR SERVICES

Contractor shall not charge fees for counseling service(s) and/or for temporary emergency services by qualified professionals for the services compensated under this contract. Services shall not be denied to any youth or family member because of the inability or refusal to pay. Contractor must clearly advise potential clients, both verbally and in writing, that the payment for services is not a requirement for receiving services.

9. WRITTEN EVALUATION OF PROGRAMS

Contractor shall provide to OJA, upon demand, copies of all evaluations, performance reviews, policies, management reports, or audits, other than fiscal audits, performed by any entity within 10 days of the request. Contractor shall provide a list of such evaluations, performance reviews, management reports or audits performed or received, to OJA with the monthly claim.

B. CARS SERVICES PROVIDED

1. SERVICES

Contractor shall furnish the facilities, personnel and materials necessary to perform all services specified in Attachment C-2- Summary of Service Rates, pursuant to the budgeted amount and referrals made by OJA or juvenile bureaus. Contractor shall ensure that all staff providing services meets the minimum qualifications specified in the Attachment C-2 – Summary of Service Rates.

2. EDUCATIONAL ADVOCACY

Parties agree that educational advocacy shall be an inherent part of the services provided. All Contractor personnel and all subcontractors shall promote educational advocacy as needed for all clients.

3. NO RIGHT OF REFUSAL

Contractor shall have no right of refusal for youth who have been referred with the standard referral form. The Juvenile Services Unit (“JSU”), or juvenile bureau, shall make all referrals as prescribed by OJA policy and shall approve all case closures and cessation of services.

4. SERVICE INITIATION CONFERENCE

All referrals of youth referred by OJA or a juvenile bureau will be made utilizing the “Community At-Risk Service Referral and Authorization” form. The youth’s OJA Individual Treatment and Service Plan (ITSP) and Youthful Level of Service Inventory (YLSI) will also be included as a part of the referral process.

5. Referral Process

a. Initial Referral Conference (IRC)

The Initial Referral Conference for youth residing in the community shall be conducted within ten (10) business days, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, of receipt of the referral, unless otherwise agreed upon by the participants in writing. At a minimum, the Initial Referral Conference must have the following as participants: the local OJA Assistant District Supervisor and/or OJA assigned JSU worker; juvenile bureau; a representative from the Contractor; the referred youth; and, at

least one adult member of the referred youth's family. The OJA District Supervisor must approve any exception to the required participants. The purpose of this conference is to review the youth's current OJA case plan (ITSP), YLSI and other treatment documents, discuss issues leading to the referral, obtain information from the referring worker, youth and the youth's family regarding possible treatment issues, and review goals and objectives pertinent to the development of the CARS treatment plan.

b. Initiation of Services

Initial services shall begin within five (5) business days of the Initial Referral Conference and will continue until final approval of the CARS Treatment Plan.

i. Intake Conference and Treatment Plan Development

Contractor shall schedule a Behavioral Assessments Conference within five (5) business days of the Initial Referral Conference.

For referred youth for whom services will be billed under this Contract, the Treatment Plan shall be completed and submitted for approval within twenty (20) business days of the Initial Referral Conference. Final approval of this plan will be made by the referring worker and / or his or her supervisor and indicated by their signature(s) on the plan. Upon approval of the plan, services shall immediately be provided according to the type, frequency and providers indicated on the plan.

ii. Written Documentation of Services.

Contractor must prepare and preserve the following written documentation for services it provides:

- (1)1 The name(s) of each youth to whom services are provided or coordinated for;
- (1)2 The name(s) of each family member, school official, job placement agent or collateral representative on the approved ITSP and referral form;
- (1)3 The date when each service was provided;
- (1)4 Start and end times of services provided;
- (1)5 Progress Reports or Progress Notes for the services provided which shall include the following at a minimum:
 - The identified need in the Treatment Plan which was addressed by the service;
 - The method(s) used to address the identified needs;
 - Progress toward goal(s); and
 - Any new issues or needs identified.

Contractor shall submit a "CARS Monthly Report" by the 28th of the following month with the "CARS REFERRAL SERVICE VERIFICATION" form.

The documents described in this paragraph must be available for review and copying by OJA personnel upon request and must be available at the approved outpatient site from which the services originate.

6. LOCATION OF SERVICE

Contractor shall make services available to the juvenile in the Contractor offices, the juvenile's home, and other appropriate community locations based on what is most beneficial to the juvenile. Any services provided in a school setting should not interfere with the juvenile's participation in core subjects, as determined by school personnel.

Contractor shall ensure that services are made available in all parts of their prevention catchment area and maintain plans and documentation to demonstrate this practice occurs to meet the contract standards.

Contractor shall provide services throughout the year when referrals are made. Failures to comply with any of the above-mentioned requirements may result in actions taken by OJA, including but not limited to:

- a. non-payment of claims,
- b. suspension of payment of all or a portion of contract funding,
- c. an agency review of JOLTS data and other official agency documentation to determine if agency is capable of carrying out the contract, or;
- d. the possibility of OJA seeking an alternative provider to carry out the prevention and diversion services not being provided by the Contractor.

VI. SERVICES TO BE PROVIDED

A. COMMUNITY-BASED SUPPORT (CBS)

1. SERVICE AREA

Contractor is to provide services pursuant to Attachment A, Application for Funding and Attachment B-2, Allocation for Funding by Catchment Area. Contractor shall make and document efforts to ensure contracted services are made available throughout their catchment area.

2. PROGRAM STAFFING

Contractor shall make available sufficient staff to ensure that services are provided to all referred clients within the range of services required by the approved Service Treatment Plan.

3. FULL SPECTRUM OF SERVICES

Contractor must be capable of providing all of the services delineated in this Contract pursuant to the budgeted amount and referrals made by OJA or juvenile bureaus. Failures to comply with any of the above-mentioned requirements may result in actions taken by OJA, including but not limited to:

- a. non-payment of claims,
- b. suspension of payment of all or a portion of contract funding,
- c. an agency review of JOLTS data and other official agency documentation to determine if agency is capable of carrying out the contract, or;
- d. the possibility of OJA seeking an alternative provider to carry out the prevention and diversion services not being provided by the Contractor

4. EMPLOYEE AND APPLICANT INFORMATION

Contractor shall have written policies and procedures for determining background information and verifying references for all present employees and employment applicants. This background information will provide information regarding the employee's or applicant's history in regard to previous job performance, substance abuse, and felony and misdemeanor convictions such policies and procedures shall be subject to written approval by OJA. Background checks shall be completed on all staff prior to performing work according to OKDHS Licensing Requirements. Section 153.1 Personnel, subsections h-k.

5. CRITICAL INCIDENTS

Critical incidents are defined as follows:

- a. Death of a juvenile receiving services or Contractor's staff;
- b. Severe injury to a juvenile receiving services or Contractor's staff;
- c. A situation involving any person who abuses, neglects, or mistreats a juvenile receiving services;
- d. Absent From Care (AFC)- A client is considered AFC when he/she is required to be on the shelter property and is not present. A client may also be considered AFC if a staff member has any reason to believe that the client is missing or if the client is a high-security risk.
- e. Misappropriation of state or federal funds by an employee of the Contractor;
- f. Any event involving a juvenile receiving services that gains the attention of the news media; or
- g. The Commission of a felony by any youth while participating in any program or in the physical custody of an agency.

6. NOTICE OF CRITICAL INCIDENTS

If a critical incident occurs, the Contractor shall, immediately or as soon as possible, but not to exceed 24 hours, notify the Community-Based Support (CBS) Division Administrator, the JSU District Supervisor, and the JSU referring worker (for OJA-involved youth) who will direct the Contractor as to the appropriate action to be taken in accordance with Title 10 O. S. §§7101, 7302-3.2 and 7302-6.3. Contractor shall notify the CBS Division Administrator of all critical incidents.

In the event of an OCA referral being initiated, the agency shall notify the CBS Division Administrator.

VII. **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

Agency Board President

Shelley Waller, Deputy Director
Community Based Services

Print Name

Date

Date



State of Oklahoma
Office of Juvenile Affairs

**CONTRACT
NON-COLLUSION
AFFIDAVIT**

In accordance with 74 O.S. § _____, of lawful age, being first duly sworn,
85.23, on oath says:

1. (S)he is the duly authorized agent of _____ (contractor) the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the contractor nor anyone subject to the contractor's 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 the contract to which this statement is attached; and

In accordance with 74 O.S. § 85.42.B, the contractor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

In accordance with 74 O.S. § 85.41.F.1., if this contract is for professional services as defined in 74 O.S. § 85.2.25, **and** if the final product is a written proposal, report, or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature Date

Printed Name Title

State of _____

County of _____

Subscribed and sworn to before me _____ day of _____, 20____
this _____

My Commission Expires: _____

Notary Public

My Commission Number: _____