



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

**FY2012 Contract for
Community Intervention Center
an
Interlocal Agreement
With Options to Renew for
FY2013 and FY2014
Between OJA and**

City of Norman

Robert E. "Gene" Christian, Executive Director

**Dennis Gober, Division Director
Community-Based Youth Services Division**

CRL2012-369, Master CRL2012-469

Attachment B Budget form Base Year, Option
Year 1, Option Year 2
Attachment A = Claim Form
Exhibit 1 = Primary Subcontract
Other Items w / Packet = OAC377:3-13-80
through 3-13-91 & Assignment Affidavit

**Office of Juvenile Affairs
Community Intervention Center
City of Norman
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**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
COMMUNITY INTERVENTION CENTER
INTERLOCAL AGREEMENT**

This agreement, consisting of 13 pages and Attachments (the "Contract"), is hereby made between the State of Oklahoma Office of Juvenile Affairs ("OJA"), and

**City of Norman
P. O. Box 370
Norman, OK 73070**

(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, pursuant to 10A O.S. §2-7-305.D.2, the Community Intervention Center (CIC) shall serve as a short-term reception facility to receive and hold juveniles, hereinafter also referred to as the "Service Recipient", who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable.

WHEREAS, the Oklahoma Legislature, at 10A O.S. §2-7-301(A)(1), has authorized and mandated that OJA is the state planning and coordinating agency for juvenile justice and delinquency prevention services; and

WHEREAS, pursuant to 10A O.S. §2-7-305(A), OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS, certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS, the Legislature has mandated at 10A O.S. §2-7-305(B)(1), for the CICs to be established pursuant to interlocal agreements between one or more municipalities and OJA; and

WHEREAS, pursuant to 10A O.S. §2-7-305(D)(1), the program for the establishment of CICs allows selection of a service provider by the municipality, with the approval of OJA.

NOW THEREFORE, the parties agree as follows:

**Community Intervention Center
City of Norman**

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I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of July 1, 2011, or date of execution, to June 30, 2012, with option to renew for two consecutive 12-month periods. Work done before the effective date of the Contract is at the Contractor's risk.

A. Renewal Process

Renewals shall be at the same terms and conditions as set forth by Contract. The option to renew shall be exercised by OJA by issuance of a change order. If Contractor does not wish to renew the contract, OJA must be notified in writing at least 30 days prior to end of the contract period. If it is necessary to modify the contract, OJA may issue a modification either prior to or in conjunction with the renewal. Modifications shall require a bilateral agreement whereas renewals do not. Prior to issuance of a Purchase Order for the base year or change orders for option years, OJA must receive a budget for the term that is about to commence.

II. COMPENSATION

For and in consideration of the performance of the Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed Two Hundred Thirty Eight Thousand Six Hundred Forty Four Dollars and No Cents (\$238,644.00), for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

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

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

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution for the base year contract. On or before May 31, Contractor shall submit to OJA an Attachment B for any option year exercised by OJA.

A. Supporting Documentation

Supporting and verifying documentation shall be submitted monthly with the invoice for expenditures which occurred in the preceding month. This documentation shall include, but not be limited to, the following:

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City of Norman**

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1. Actual payroll expenses for each CIC employee, which shall include payroll registers and time sheets.
2. Actual payroll expenses for each administrative employee along with the basis for the proportionate share.
3. Copies of invoices for contractual services and supplies.
4. The basis for any applicable pro rata share of operational expenses (utilities, rent, insurance, and similar expenses).
5. All costs associated with training and development.
6. Claims for travel reimbursements.
7. Copies of invoices for equipment purchases.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous contract, Contractor has a right to file a written appeal to the OJA Executive Director. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

B. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

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

The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

3. Subcontract Modification

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

C. Audit**1. Federal Funds**

Organizations that expend \$500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

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

2. State Funds

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

3. Auditor Approval and Audit Distribution

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

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs

**Community Intervention Center
City of Norman**

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

D. Choice of Law

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

E. Choice of Venue

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

F. Civil Rights

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

- a. *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197;
- b. *The Victims of Crime Act of 1984*, Pub L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170;
- c. *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov. 2, 116 Stat. 1869;
- d. *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241;
- e. *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355;
- f. *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327;
- g. *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
- h. *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728;
- i. *Equal Treatment for Faith-Based Organizations* 28 C.F.R. §§38.1 and 38.2; see Exec. Order no. 13279 amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin,

**Community Intervention Center
City of Norman**

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or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

G. Compliance with Laws, Statutes, and Regulations

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

H. Contract Modification

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

I. Debarment / Suspension

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

J. Drug-Free Work Place

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

Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

K. Duplicate Billing Prohibition

Contractor shall not bill OJA for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

L. Employment Relationship

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

M. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor, its agents, vendors, officers and employees, acknowledges that it may

have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under the Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

N. Indemnity.

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OJA harmless under the Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

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

O. Monitoring and Financial Compliance Review

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

OJA will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

P. Oklahoma Taxpayer and Citizen Protection Act of 2007

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

Q. Prior Unmet Contractual Obligations

Under the Contract, OJA has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OJA.

R. Records

As used in this clause, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the Contract. The Contractor is required to retain all records relative to the Contract for the duration of the Contract term and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period whichever is later.

S. Severability

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

T. Termination

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

U. Termination for Cause

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel the Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any

other rights and remedies provided by law. If the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

V. Termination/ Contract Reduction Due to Lack of Funding

OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

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

W. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

IV. SPECIAL TERMS AND CONDITIONS

A. Access to Services

Contractor shall not restrict access to services under this contract based on the service recipient's inability or refusal to pay for such services.

B. Client Confidentiality

Contractor shall comply with OJA's requirement regarding the absolute protection, use of, and release of personal client information consistent with 10A O.S. §2-6-102 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.

C. Liability Insurance

If Contractor is a self-insured municipal corporation which pays approved damages

claims from its sinking fund under Article 10, Oklahoma Constitution, § 28, and 62 O.S. § 431, and as such is not required to purchase liability insurance, the parties agree that Contractor must require any subcontractor under this Interlocal Agreement to obtain liability insurance from an insurance carrier acceptable to OJA in a minimum amount of one million dollars (\$1,000,000.00) to insure against claims for bodily injury, property damage, civil rights actions, or other actions or claims arising from or resulting from this Interlocal Agreement, and that any subcontractor will provide a certificate of insurance to OJA prior to commencing any services or other work under the subcontract. The required insurance policy must contain a provision that OJA will be notified at least thirty (30) days prior to the cancellation or other termination of the insurance policy for any reason.

D. Lobbying

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

E. Nepotism

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 hiring that 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 that might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: renting or leasing; staffing; board membership; contracted services; acquisition of real property and equipment; client-staff relationships; board membership to staff employment, auditing and other situations which might fairly represent a conflict of interest.

F. 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 safeguarded by Contractor for the benefit of OJA. Upon termination or upon notice that the Contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within fifteen (15) days at the Contractor's sole cost and expense. 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 CIC contract funds. The final claim of the fiscal year shall 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."

If Contractor is not a self-insured municipal corporation, Contractor must obtain insurance for the benefit of OJA.

The parties further agree that any subcontract under this Interlocal Agreement must contain a requirement that any subcontractor must insure all property described in this Subsection and provide to OJA documentation which evidences the existence and amount of such insurance, along with the agreement of the insurance company that it will notify OJA at least thirty (30) days before the expiration of such insurance for any reason or Contractor agrees hereby to pay OJA for any damage or loss to such property.

G. Prior OJA Employment

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

H. Reporting Child Abuse

Contractor shall comply with the Oklahoma Children's Code , Title 10A O.S. §2-101 *et seq.* regarding the reporting of child abuse or neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. 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.

I. 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.

V. SERVICES TO BE PROVIDED

A. Facility Requirements

This CIC shall be community-based and operational twenty-four (24) hours a day, seven (7) days a week.

A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding due to combative or self-destructive behavior on the part of the juvenile.

B. Program Requirements

Contractor shall provide a full service CIC facility and full CIC services as required in OAC 377: Chapter 3, Subchapter 13, Part 7, "OAC 377:3-13-80 through 3-13-91"

Requirement for Community Intervention Centers.

C. Juvenile Online Tracking System

The Juvenile On-line Tracking System (JOLTS), designed by OJA, is a statewide management information system for all programs and services, which are administered by or contracted by OJA, related to children, youth and their families. 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, through the staff of the Information Technology Unit (IT), will provide JOLTS classroom training up to twice during the contract year upon Contractor's request; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday.

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

1. Adding juvenile file if juvenile does not exist within JOLTS.
2. Adding referral information and updating demographic information.
3. Adding and updating CIC screening information, if any.
4. Adding and updating CIC admission information.
5. Adding and updating CIC release information.
6. 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 five days from time of admission or release from Community Intervention Center services with reference to the information categories described above. Ninety (90) percent of data entry on JOLTS shall be within the timeliness standards described herein.
 - 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. Ninety (90) percent of data on JOLTS shall concur with Contractor case files.
 - c. **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by the Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during the Contract. Ninety (90) percent of data on JOLTS shall concur with Contractor case files referencing all services provided by Contractor on any given day during the Contract.

**Community Intervention Center
City of Norman**

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Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the IT Unit of OJA. Immediate reporting shall be made by phone or fax. The phone numbers are (405) 530-2840 or 1-800-458-1632 and the fax number is (405) 530-2842. Confirmation letters citing reported problems may be mailed to:

ATTN: JOLTS PROBLEM
Information Technology Unit
P.O. Box 268812
Oklahoma City, OK 73126-8812

D. Certification

Any CIC established under the Contract must obtain and keep in force a certification issued by OJA. Such certification and the standards necessary for certification shall be established by rules promulgated by OJA.

E. Location of Services

1900 West Robinson, Norman, OK 73069

VI. SIGNATURE

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

OFFICE OF JUVENILE AFFAIRS

City of Norman

By:

Robert E. "Gene" Christian
Robert E. "Gene" Christian
Executive Director

By:

Cindy Rosenthal
Cindy Rosenthal
Mayor

26/11
Date

Date: *8-15-2011*

Cindy S. Rosenthal
Print Name

Approved as to form:

Master approved 4/14/11
Assistant Attorney General Date

Approved as to form and legality on behalf of the
City this *20th* day of *JULY*, 20 *11*.

Joanne Mudi
City Attorney
Joanne Snider
Print Name

ATTEST

By:

Brenda Hall
Brenda Hall

City Clerk



3/31/2011

Attachment A

CIC CLAIM FORM INVOICE				
PO#				
CONTRACTOR:				
ASSIGNED TO:				
MAILING ADDRESS				
CLAIM FOR REIMBURSEMENT -				
		FROM	TO	
EXPENDITURE CATEGORIES	BUDGET	CLAIM	YTD EXP	BALANCE
Personnel Salaries				
Payroll taxes				
Fringe Benefits				
Worker Comp. Insurance				
TOTAL PERSONNEL				
Individual Consultants				
Service Organizations				
TOTAL CONSULTANTS/ CONTRACTORS				
EQUIPMENT				
Travel In-State miles per diem				
TOTAL TRAVEL				
MAINTANCE/REPAIR				
Rent (rate/mo)				
Postage				
Telephone				
PRINTING/PUB/ADV/BINDING				
Utilities				
MEMBERSHIP				
Office Supplies/Postage				
Food/personal supplies				
OSBI/Drug Screening				
Liability Insurance				
Other (specify) Uniforms, training, prevention prgms.				
TOTAL SUPPLIES AND OPERATING EXPENSES:				
GRAND TOTALS:				
I attest that the amount requested for reimbursement is cost incurred in the provision of services as prescribed in the contract.				
Claimant		Date		
Claimant		Date		

3/31/2011

Attachment B

Community Intervention Center Budget FY2012

CONTRACTOR			
EXPENDITURE CATEGORIES	CITY	STATE	TOTAL
*Personnel Salaries			
FICA, Retirement, etc.			
Insurance (i.e. health, wrk comp)			
Other (specify)			
TOTAL PERSONNEL			
Individual Consultants			
Service Organizations			
TOTAL CONSULTANTS/ CONTRACTORS			
EQUIPMENT			
Travel In-State miles per diem			
TOTAL TRAVEL			
MAINTANCE/REPAIR			
Rent (rate/mo)			
Postage			
Telephone			
PRINTING/PUB/ADV/BINDING			
Utilities			
MEMBERSHIP			
Office Supplies/Postage			
Food/personal supplies			
OSBI/Drug Screening			
Liability insurance			
Other (specify) Uniforms, training, prevention prgms.			
TOTAL SUPPLIES AND OPERATING EXPENSES:			
ATTORNEY TIME			
ADMINISTRATION			
GRAND TOTALS			
<p>*On a separate schedule, please indicate the number of FTE rate of pay for each.</p> <p>**If applicable, on a separate schedule, please provide cost breakout and justification for each equipment type being requested.</p>			

EXPENDITURE CATEGORIES

STATE

TOTAL

FICA, Retirement, etc.	\$ 6,059.00	\$ 15,544.00	\$ 21,603.00
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[illegible]

Individual Consultants	\$ 500.00	\$ 1,750.00	\$ 2,250.00
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Service Organizations				
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TOTAL CONSULTANTS/	\$ 500.00	\$ 1,750.00	\$ 2,250.00
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EQUIPMENT		\$	1,700.00	\$	1,700.00
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Travel In-State miles	\$	1,750.00	\$	1,750.00
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[illegible]

TOTAL TRAVEL	\$	1,750.00	\$	1,750.00
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MAINTANCE/REPAIR	\$ 2,500.00	\$ 3,500.00	\$ 6,000.00
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Rent (rate/mo)	\$ 1,750.00	\$ 1.00	\$ 1,751.00
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[illegible]

Telephone	\$	3,115.60	\$	3,115.60
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PRINTING/PUB/ADV/BINDING	\$ 1,500.00	\$ 2,000.00	\$ 3,500.00
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Utilities	\$ 1,000.00	\$ 3,500.00	\$ 4,500.00
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MEMBERSHIP	1,000.00	2,000.00	3,000.00	4,000.00
...

Office Supplies/Postage	\$ 500.00	\$ 3,000.00	\$ 3,500.00
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Food/personal supplies	\$ 2,000.00	\$ 1,200.00	\$ 3,200.00
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OSBI/Drug Screening	\$ 250.00	\$ 750.00	\$ 1,000.00
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liability insurance	€	200.00	\$	1,600.00	\$	1,800.00
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Other (specify) Uniforms.	\$ 448.00	\$ 443.00	\$ 891.00
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[illegible]

TOTAL SUPPLIES AND				
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OPERATING EXPENSES:	\$ 10,148.00	\$ 19,109.60	\$ 29,257.60
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ATTORNEY TIME				
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[illegible]

GRAND TOTALS	\$ 92,000.00	\$ 238,642.60	\$ 330,642.60
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GRAND TOTALS	↓	5,316,000.00	↓	250,042.00	↓	550,042.00
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	\$ 92,000.00	\$ 238,642.60	\$ 330,642.60
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-4-

REFERENCES. Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00, Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-81. Structure

(a) To establish a CIC, an interlocal agreement must be entered into between.

- (1) one or more municipalities; and
- (2) the Office of Juvenile Affairs.

(b) The CIC must meet the conditions, requirements, and rules promulgated by the Office of Juvenile Affairs as provided in 10 O.S., §7302-3.5(B)(2) and 10 O.S., §7302-3.5(D).

(c) Each CIC provider shall have a local juvenile justice advisory board comprised of representatives from local law enforcement, the judiciary, social service agencies, education, local businesses and local government.

REFERENCES. Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-82. General provisions (a) Required functions of a CIC. A CIC shall:

- (1) receive and hold juveniles taken into custody by law enforcement for an alleged violation of a municipal ordinance or state law and for whom detention is unavailable or inappropriate;
- (2) be in compliance with all applicable federal, state, and local health, fire, and safety codes;
- (3) enter demographic information into the management information system provided for in 10 O.S., § 7302-3.8;
- (4) hold a juvenile for no longer than 24 hours;
- (5) shall maintain records that are sufficient to demonstrate compliance with the Office of Juvenile Affairs requirements for CICs; and
- (6) ensure that when a juvenile is held, all reasonable steps are immediately taken to:
 - (A) immediately notify the juvenile's parent, legal guardian, custodian,

<p>PART 7. REQUIREMENTS FOR COMMUNITY INTERVENTION CENTERS</p>

377:3-13-80. Legal basis

Statutory authorization for the Office of Juvenile Affairs to enter into agreements for the establishment and maintenance of a CIC is found in 10 O.S., §7302-3.3. Functions of the CICs are found in 10 O.S., §7302-3.5(D).

attorney, or other adult legally responsible for the juvenile's care;

(B) release the juvenile to a parent, guardian, or other responsible adult or hold until a temporary placement can be secured, but in no event for longer than twenty-four hours;

(C) release the juvenile to the parent, guardian, custodian, attorney, or responsible adult as soon as practical upon his or her signing a release or written promise to return the juvenile to the court of jurisdiction to answer the charges at a date and time set by the court;

(D) ensure that temporary placement is secured if the parent, guardian, legal custodian, attorney or other responsible adult is unable to assume custody of the juvenile;

(E) ensure that adequate fresh drinking water is made available to the juvenile;

(F) ensure that adequate food is provided to the juvenile not less than three times in a 24-hour period;

(G) gather information to determine if the juvenile is in need of immediate medical attention; and

(H) ensure the juvenile is provided with any necessary medical care and treatment as provided 10 O. S. , § 7303-1.1(E).

(b) **Optional functions.** In addition to the required functions a CIC may:

(1) conduct an initial screening assessment, pursuant to OJA Rule OAC 377:3-13-84;

(2) conduct an assessment, pursuant to OJA Rule OAC 377:3-13-85; and

(3) fingerprint a juvenile who has allegedly committed an offense which would be a felony if committed by an adult.

REFERENCES. Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency), Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-83. Information gathering/report data

(a) Information gathered by the CICs include the:

(1) number of juveniles admitted;

(2) demographic data;

(3) intake time distribution;

(4) law enforcement officer time;

(5) length of juvenile's stay;

(6) summary of offenses by types, including:

(A) felonies;

(i) violent crimes as defined by the Juvenile On-Line Tracking System (JOLTS);

(ii) thefts; and

(iii) possession of drugs;

(B) misdemeanors, including:

(i) thefts;

(ii) possession of drugs; and

(iii) possession of alcohol;

(C) status offenses, including:

(i) truancy; and

(ii) traffic violations.

(7) whether the juvenile's case will be heard in:

(i) district court; or

(ii) municipal court.

(8) summary of discharge which includes to whom the juvenile was released such as, the juvenile's parent, guardian, legal custodian, attorney or other responsible adult; and

(9) summary of assessments, including the:

(A) number of juveniles receiving an initial screening assessment;

(B) number of juveniles who refused the initial screening assessment;

(C) number of juveniles receiving the assessment; and

(D) number of juveniles and parents who refused the assessment.

REFERENCES. Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-84. Initial Screening Assessment

An initial screening assessment may be conducted with the juvenile without parental consent provided the juvenile agrees in writing to participate voluntarily to the initial screening assessment. The Initial Screening Assessment Form (OJA-5) shall contain the juvenile's:

- (1) risk for suicide;
- (2) risk to physical health/condition;
- (3) risk for substance abuse;
- (4) home and safety;
- (5) school status;
- (6) current charges and prior arrests;
- (7) court status; and
- (8) service history.

REFERENCES. Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-85. Assessments

Any assessment conducted by the CIC shall be conducted according to state statute and must adhere to the following criteria:

- (1) Written consent from the parent, guardian or other person legally responsible for the juvenile's care must be obtained prior to beginning the assessment process.
- (2) The parent, guardian or responsible adult and juvenile may review the assessment instrument prior to consenting to the assessment process.
- (3) The parent, guardian or responsible adult and the juvenile must be informed that the assessment is voluntary and that refusal to participate shall not result in any penalty.
- (4) The parent, guardian or responsible adult and the juvenile must sign a written acknowledgment that they were given an opportunity to review the assessment

instrument and that the juvenile's participation is voluntary.

(5) CIC staff shall keep all information gathered confidential according to state statutes.

(6) Staff who administer and interpret assessments must meet qualifications to use such instruments, as established by the developers of the instruments.

(7) Staff shall conduct assessments pursuant to a Problem Behavior Inventory, a Mental Status Checklist, or a Problem Experiences Checklist and a Wide Range Achievement Test 3 or a Slosson Oral Reading Test, or other assessment instrument authorized by rules promulgated by the Office of Juvenile Affairs.

REFERENCES. Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01

377:3-13-86. Organization, administration, and finance

(a) The CIC shall maintain written policies and procedures.

(1) **Organization.** The CIC shall develop a clearly defined statement of its purposes or function. The CIC program director or designee shall file the statement with the Office of Juvenile Affairs, Office of Public Integrity.

(2) **Administration and responsibility of the municipality.**

(A) The Municipality shall have responsibility for:

- (i) providing the physical site and its use by the juveniles and staff;
- (ii) the center's program and services;
- (iii) reviewing and approving all CIC policies and policy changes;
- (iv) maintaining a record of CIC policy;
- (v) maintaining documentation and records to ensure compliance

with applicable federal, state, and local law, including health, fire and safety regulations, and documenting compliance with Fire Marshal's report and the Health Department's Certification.

(vi) documenting board and/or council meetings, where applicable, and keeping the documentation on file;

(vii) compiling and filing monthly statistical reports with the Office of Juvenile Affairs; and

(viii) completing an annual report of the CIC, including the information listed in 377:13-83, and submitting the report to OJA, Office of Public Integrity.

(B) The contract shall be submitted to the OJA Office of Public Integrity.

(3) **Finances.** The CIC shall maintain complete financial records of income and disbursements.

(A) All financial records pertaining to the CIC shall be audited annually by a certified public accountant who has a valid, current permit to practice in the State of Oklahoma or state or tribal auditor, in accordance with the governmental funding source.

(B) A copy of the auditor's statements shall be submitted to the Office of Juvenile Affairs annually.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01; Amended at 23 Ok Reg 2764, eff 7-1-06

377:3-13-87. Policy and Procedure Manual

(a) The CIC shall have an operations manual which specifically describes its purpose, program, and the services offered. The manual must be reviewed annually and updated if necessary. The manual must be made available to all staff and authorized regulatory

authorities. The manual includes, but is not limited to the CIC's:

- (1) intake procedures;
- (2) initial screening assessment;
- (3) assessments;
- (4) juvenile disciplinary procedures/crisis intervention;
- (5) security and control;
- (6) discharge procedures;
- (7) personnel practices;
- (8) juvenile rights;
- (9) juvenile grievance procedures;
- (10) confidentiality consistent with state law;
- (11) compliance with child abuse or neglect reporting requirements as provided in 10A O.S. § 1-2-101;
- (12) reporting critical incidents requirements;
- (13) information gathering and reporting procedures;
- (14) clothing and personal hygiene provisions;
- (15) food distribution and documentation requirements;
- (16) general emergency procedures, including first aid and emergency medical services;
- (17) fire and disaster plans
- (18) transportation arrangements; and
- (19) suicide prevention procedures.

(b) The manual shall contain a provision which ensures that no juvenile placed in a CIC shall be used as an employee.

REFERENCES: Source: Added at 17 Ok Reg 605, eff 12-16-99 through 7-14-00 (emergency); Added at 17 Ok Reg 3129, eff 7-27-00; Amended at 18 Ok Reg 2154, eff 7-1-01; Amended at 27 Ok Reg 2178, eff 7-15-10

377:3-13-88. Personnel

(a) CIC program director.

(1) **Qualifications.** The qualifications (including education and experience), authority, and responsibilities of the program director shall be specified in

writing by the CIC's governing body, and include:

- (A) a bachelor's degree; and
- (B) one year of experience working with juveniles or working in the juvenile justice system.

(b) 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.

(c) Criminal history investigation. The CIC shall comply with statutory requirements mandating a criminal history investigation for each applicant for employment [10 O.S., §404.1 and 10 O.S., § 7003-8.1]. An employee's criminal history investigation record must be kept in a secure location, separate from his or her personnel file.

(1) A facility shall not employ or retain an individual who has been convicted of or entered a plea of guilty or nolo contendere to any felony involving:

- (A) violence against a person;
- (B) child abuse or neglect;
- (C) possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;
- (D) sexual misconduct; or
- (E) gross irresponsibility or disregard for the safety of others;
- (F) any crime against a child; or
- (G) 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.

(2) No employee of the CIC shall use or be under the influence of alcohol or illegal drugs during the hours of work nor shall any employee use or possess illegal drugs at any time.

(3) As to a simple drug possession offender, the facility may, at its own discretion, make exceptions to the prohibition of employment 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.

(A) The facility shall consider, document, and submit to the Office of Public Integrity within 10 days of the employees first day of work the;

(i) type of crime or offense for which the individual was convicted or a finding was made; and

(ii) reference letters concerning the individual in question.

(B) The Office of Public Integrity shall make a recommendation to the Executive Director as to whether the applicant shall be approved or disapproved.

(4) If any person is formally charged with any of the offenses described in OAC 377.3-13-88(c)(1), he or she must be removed from contact with juveniles until the charges are resolved.

(d) Health requirements. An employee's health record must be kept in a secure location, separate from his or her personnel file.

(1) Each employee must have a pre-employment physical conducted by a licensed physician.

(2) Upon employment, each employee who has not had a documented skin test within the past 12 months shall have a Mantoux tuberculin skin test unless he or she had a previous positive skin test.

(3) An employee with a positive skin test reaction must have or provide documentation of a chest x-ray.

(i) Additional tests or x-rays are not required unless symptoms develop that are suggestive of tuberculosis.

(ii) Employees with a positive skin test reaction must submit annual documentation by medical personnel that signs or symptoms of tuberculosis are not present.

(e) **Personnel records.** Every staff person employed by the CIC shall have a written personnel record which complies with personnel policies of the municipality or service provider. The CIC shall have written personnel policies. The program director shall make personnel policies, which include written job descriptions, available to all employees. Either the policy or job description specifies the person to whom the employee is responsible and the duties the employee is expected to perform.

(1) Each personnel record must include:

(A) an application, resume, or staff information sheet that documents qualifications for the position;

(B) three reference letters, or if the reference was interviewed by phone, documentation of telephone interview must contain the:

(i) content of the interview;

(ii) date and time of the inter-view; and

(iii) name of employee conducting the telephone inter-view;

(C) documentation that the staff member was provided a copy of personnel policies, including his or her job description.

(D) written disciplinary action forms and job performance evaluations;

(E) dates of employment; and

(F) date and reason for employment separation or termination.

(2) Personnel records shall be maintained for at least three (3) years following an employee's separation.

(3) All employee records shall be confidential subject to existing federal and state statutes.

(4) All employees shall have access to their personnel files for reviewing purposes upon request to the program director and according to agency policy.

(f) **Staff orientation.**

(1) Each direct-care staff shall be provided orientation before being allowed to work independently. In addition to a review of the certification standards and on-the-job training with an experienced staff member, the orientation must include a review of the CIC's:

(A) policies and procedures;

(B) philosophy and goals;

(C) organization;

(D) behavior management/crisis intervention training; and

(E) job expectations for the individual employee.

(2) Within 90 days of employment, each direct-care staff shall successfully complete first aid training. The training must be conducted by a certified instructor from the American Red Cross or its equivalent. The employee must be recertified in first aid every three years. First aid training may be counted as training hours. At least one staff person trained and certified in first aid shall be present in the CIC at all times.

(3) Within 90 days of employment, each direct-care staff shall be certified in cardiopulmonary resuscitation (CPR). The employee shall be recertified annually. CPR certification and recertification may be counted as training hours. At least one staff person trained and certified in CPR shall be present at all times.

(4) Within six (6) months of employment, each direct-care staff shall complete a

certified class on behavior management; e.g., MAB, MANDT, CLEET, etc.

(5) The CIC must maintain written documentation of each area in which the employee received orientation.

(g) Staff training.

(1) All direct-care staff and program administrators shall obtain at least 24 clock hours of training per employment year. Hours are prorated for staff who have not been employed for a full year or are part-time employees.

(2) Professional conferences, workshops, seminars, formal education classes, or in-service training are considered training.

(3) Documentation of the employee's training shall be maintained in the employee's file.

REFERENCES: Source: Added at 17 Ok Reg 603, eff 12-16-99 through 7-14-00 (emergency)¹; Added at 18 Ok Reg 2134, eff 7-1-01, Amended at 19 Ok Reg 2949, eff 7-3-01 through 7-14-02 (emergency)²; Amended at 23 Ok Reg 2764, eff 7-1-06

377:3-13-89. Juvenile records

(a) A record shall be developed for every juvenile placed in the CJC. The record must contain:

- (1) demographic information;
- (2) referral source information (Uniform Crime Report, traffic citation, verbal or written court order, or police booking form, etc);
- (3) time of admission/time of departure for the juvenile and the police officer;
- (4) determination if juvenile is in need of immediate medical attention;
- (5) documentation of attempt(s) to contact parent/guardian with time attempts were made;
- (6) if an initial screening assessment is conducted, the completed OJA-3;
- (7) if an assessment is conducted, the:
 - (A) documentation of prior review of assessment by parent & juvenile;

(B) documentation that the parent and juvenile have been advised that the assessment is voluntary; and

(C) written consent of the juvenile and parent.

(8) documentation that the juvenile has been advised of:

(A) client rights;

(B) rules of conduct; and

(C) grievance procedures;

(9) if placed in room confinement as provided in 377:3-13-40 (e) and (f), documentation of the:

(A) reason for confinement;

(B) other means of behavior modification used prior to room confinement;

(C) time placed in confinement;

(D) times the juvenile was visibly monitored with notation of what the juvenile was doing at that time; and

(E) time released from confinement.

(10) inventory log for the juvenile's personal belongings and confiscated materials;

(11) release of confidential information form (when necessary);

(12) incident report form (when necessary);

(13) name of person to whom the juvenile was released; and

(14) documentation of promise to appear in court.

REFERENCES: Source: Added at 18 Ok Reg 2154, eff 7-1-01

377:3-13-90. Security and control

(a) **Rules of conduct.** The rules of conduct shall either be given to each juvenile or posted in a conspicuous and accessible area.

(1) Staff members shall explain the rules of conduct to each juvenile admitted to the facility.

(2) When a literacy or language problem prevents a juvenile from reading the rules, a staff member or translator shall assist

the juvenile in reading the rules of conduct.

(b) Searches. Each CIC has the option of conducting searches. Searches and property recovery are conducted to preserve the security and safety of the CIC. If the CIC conducts searches, the CIC must develop policies and procedures which include the guidelines listed in (1) through (3) of this section.

(1) Juveniles and visitors shall be notified that they are subject to search.

(2) Searches shall be conducted by a person of the same sex as the juvenile or visitor.

(3) No strip searches or body cavity searches shall be conducted at a CIC.

(c) Staff ratio.

(1) When juveniles are present, there shall be a minimum of two staff on duty. When more than 12 juveniles are present, a ratio of 1:6 direct-care staff to juveniles shall be maintained.

(2) The CIC shall ensure that when a female is placed in the CIC, a female staff member is present and when a male is placed, a male staff member is present.

(3) Juveniles in the CIC shall be monitored at all times.

(d) Behavior management.

(1) Physical intervention.

(A) Each CIC shall have policies and procedures outlining the use of physical intervention. Written policy and procedure shall limit the use of physical intervention to:

(i) self protection;

(ii) separate juveniles from fighting;

(iii) restrain juveniles in danger of inflicting harm to themselves or others; and

(iv) restrain juveniles who have escaped or who are in the process of escaping;

(B) The least amount of physical intervention necessary to control a situation is used.

(C) Physical intervention shall not be used as punishment or retaliation.

(D) A written report is prepared following all uses of physical intervention and submitted to the program director.

(2) Use of mechanical restraints. CIC employees shall not use mechanical restraints.

(3) Chemical agents. CIC employees shall not use chemical agents, including pepper spray.

(4) Weapons. CIC employees shall not use weapons.

(e) Room confinement. Room confinement means locking a juvenile in a designated room for a short-term period of time in order to remove the juvenile from the population. Room confinement is used with juveniles who are combative or self-destructive [10 O.S., § 7302-3.5(D)(2)] and who require being separated from other juveniles for:

(1) self protection;

(2) separating juveniles from fighting;

(3) restraining juveniles in danger of inflicting harm to themselves or others; or

(4) restraining juveniles who have escaped or who are in the process of escaping;

(f) Procedure for room confinement. When room confinement is used, the procedures set forth in (1) - (5) of this paragraph shall be followed.

(1) Prior to room confinement, staff shall explain the reasons for confinement to the juvenile and shall give the juvenile an opportunity to explain his or her behavior.

(2) Any juvenile shall be visibly observed by a staff member every 15 minutes. Staff shall document each observation.

(3) Juveniles placed in room confinement shall be afforded living conditions and

essential services approximating those available to the general juvenile population. Exceptions shall be authorized based upon clear and substantial justification.

(4) The juvenile shall be released when staff determines that he or she can safely be returned to the general population or waiting area.

(5) A written record is maintained on any juvenile placed in room restriction or confinement. The written record includes:

(A) a log stating who authorized the action;

(B) names of persons observing the juvenile;

(C) exceptions to provision of essential services provided to other juveniles placed in the CIC;

(D) observations of the juvenile's physical situation;

(E) times of observation;

(F) the person authorizing release; and

(G) the time of release.

(g) **Escape.** The CIC shall develop written policy and procedure for juveniles who escape from the facility. The policy shall include a procedure for notification of law enforcement agencies.

REFERENCES Source: Added at 18 Ok Reg 2154, eff 7-1-01

377:3-13-91. Physical facility

(a) Space requirements.

(1) Each juvenile shall have a minimum of 35 square feet of floor space.

(2) The room designated for room confinement must provide a minimum of 40 square feet of floor space.

(b) **Toilets.** The CIC must provide a minimum of one toilet per 12 juveniles.

(c) Any licensed CIC shall be exempt from the rules set forth in this section, provided that the facility does not decrease the amount of living space available when the facility was first issued a license.

REFERENCES Source: Added at 18 Ok Reg 2154, eff 7-1-01 -61-

8/5/2011

[illegible]

James Adams
8.8.11

COMMUNITY INTERVENTION CENTER

AFFIDAVIT OF ASSIGNMENT

The City of Norman ("Contractor") has entered into a contract with the Office of Juvenile Affairs ("OJA") for a period of July 1, 2013 through June 30, 2014 to provide a short-term reception facility to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable as required by 10A O.S. §2-7-305 ("Contract"). The Contractor has entered into a subcontract with Crossroads Youth and Family Center, Inc. ("Subcontractor"), to develop and provide those services required by the Contract with OJA, a copy of which is attached hereto.

Contractor hereby assigns to the Subcontractor the authority to submit claims directly to OJA and receive payments directly from OJA for services provided pursuant to the Contract.

Subcontractor Information:

FEI #: **73-1254978**

Name: **Crossroads Youth & Family Center, Inc.**

Mailing Address: **1650 W. Tecumseh Road**

Norman, OK 73069

Approved by the City Council of Norman, Oklahoma, and dated this _____ day of _____, 2013.

Mayor

Date

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

My Commission Expires:

OJA approved: _____

Date

Title: _____