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# MEMO

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DATE: November 20, 2023

FROM: Matney M. Ellis  
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", followed by a horizontal line.

TO: Board of County Commissioners

SUBJECT: Agreement – Oklahoma Office of Juvenile Affairs

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Juvenile Bureau and Oklahoma Office of Juvenile Affairs for Regional Secure Detention contracted bed count increasing from thirty (30) to forty (40) for FY24, at a fee of \$1,743,416.80 with the option to renew for two additional one-year periods, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The November 27, 2023 BOCC meeting agenda.



# **OKLAHOMA**

## **OFFICE OF JUVENILE AFFAIRS**

**FY2024 CONTRACT  
REGIONAL SECURE DETENTION  
INCLUDING  
TWO ONE-YEAR OPTIONS TO RENEW  
FOR FY2025 AND FY2026**

**BOARD OF TULSA COUNTY COMMISSIONERS**

**JEFFREY CARTMELL, EXECUTIVE DIRECTOR**

**GREG DELANEY, DEPUTY DIRECTOR  
COMMUNITY BASED SUPPORT SERVICES**

Master CRL2024/26-299

Exhibit A: Allocation of Payments  
Attachment A: Drug Testing Policy OAC: 377.3-11-1 through 12  
Attachment B: OAC 377.3-13, Part 3 *Requirements for Secure Detention Facilities*  
Attachment C: Assignment Affidavit 2024  
Attachment D: Assignment Affidavit 2025  
Attachment E: Assignment Affidavit 2026

**Board of Tulsa County Commissioners**  
**Secure Detention**  
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**STATE OF OKLAHOMA  
SECURE DETENTION  
FIXED RATE CONTRACT**

This agreement, consisting of 26 pages (the "Contract"), is hereby made between the Office of Juvenile Affairs ("OJA") and

**Board of Tulsa County Commissioners**

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

**RECITALS**

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

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

**WHEREAS** the board of county commissioners of every county shall provide for full temporary detention services and facilities according to the latest revision of the State Plan for Establishment of Juvenile Detention Services adopted by the Board of Juvenile Affairs ("State Plan") and the standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*. Counties without a detention center shall contract with one or more counties to obtain access to detention services. Counties with detention centers must make available beds for use by counties without a detention center; and

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

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

1. the Subcontractor has the qualifications, experience, and personnel necessary to implement the terms of the Contract,
2. the financial condition of the Subcontractor is such that the term of the Contract can be fulfilled,
3. the Subcontractor has the ability to obtain insurance or provide self-insurance to indemnify the county against possible lawsuits and to compensate the county for any property damage or expenses incurred during the private operation of the juvenile detention facility, and
4. the Subcontractor has the ability to comply with applicable court orders and standards for juvenile detention services and facilities adopted by the Board of Juvenile Affairs, OAC 377:3-13, Part 3. *Requirements for Secure Detention Facilities*.

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

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

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

**NOW THEREFORE**, the parties agree as follows:

## **I. CONTRACT PERIOD**

### **A. BASE YEAR**

The term of the Contract is from the latter of July 1, 2023, or the date of execution through June 30, 2024. The Contract may be renewed for two additional one-year periods at the same or modified terms and conditions as follows:

- 1<sup>st</sup> Option Period: FY2025 – July 1, 2024, through June 30, 2025
- 2<sup>nd</sup> Option Period: FY2026 – July 1, 2025, through June 30, 2026

### **B. OPTIONS TO RENEW**

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

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

## **II. COMPENSATION**

### **A. REIMBURSEMENT RATE AND CONDITIONS**

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

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

OJA shall provide a fixed rate less any Budget Adjustment to Contractor for the operation, maintenance and repair of a detention facility located at

**500 West Archer, Tulsa, OK 74103**

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

If the facility takes beds off-line (restricts access) for any reason, the monthly claim will be reduced by the daily rate for each day the bed is off-line. If a youth is refused access, and that youth is admitted in an alternative facility, the bed will be considered off-line until the bed is filled by another youth or the original youth is discharged from the alternate facility.

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

**1. Payment**

Payment for services by OJA will be made only upon verification that Contractor has provided its 15% share as required by 10A O.S. §2-7-401 with regard to the number of beds provided for in the Contract and upon receipt of a documented claim from the Contractor in the format and in accordance with the procedures prescribed by OJA. Contractor agrees to maintain current banking information at the Office of Management and Enterprise Services (OMES) to provide for payment by electronic funds transfer

Effective November 1, 2020, the rate used for reimbursement shall be one hundred percent (100%) of the approved rate for the Office of Juvenile Affairs for a child in the custody of the Office of Juvenile Affairs after adjudication and disposition who is held in a juvenile detention facility when the child is pending a placement consistent with the treatment needs of that child as identified by the Office of Juvenile Affairs through the adoption of the disposition plan and a specific placement has been identified. The 100% rate will only apply for the time period that a specific placement has been determined and the youth is legally and technically eligible for the placement, but transfer to the placement cannot be achieved.

**2. Subcontracting**

Should the Contractor elect to enter into a management subcontract pursuant to 10A O.S. §2-3-103, and Contractor wishes to assign payment subcontractor, Contractor shall submit to OJA an assignment affidavit, granting OJA authority to pay the subcontractor directly. A copy of the signed subcontract agreement must accompany the assignment affidavit. OJA will pay the subcontractor upon receipt of a properly documented claim in the format and in accordance with the procedures prescribed by OJA. Contractor shall require the subcontractor to submit to Contractor a copy of any claim submitted to OJA.

**3. Exhibit A – Schedule of Payments**

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

**4. Financial Information**

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

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

**III. 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, or payment has been suspended for other reasons.

**B. Assignment and Subcontracting**

**1. Assignment**

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without the appropriate OJA division administrator or designee's 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 the Contractor's 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 shall apply.



**C. Audit**

**1. Federal Funds**

- a) In accordance with 2 CFR 200.501(a) a non-Federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- b) In accordance with 2 CFR 200.501(b) a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- c) In accordance with 2 CFR 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

**2. State Funds**

Corporations, both for-profit and non-profit, and governmental entities that receive \$100,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP), and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

**3.. Auditor Approval and Audit Distribution**

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 the said auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to [audits@oja.ok.gov](mailto:audits@oja.ok.gov) with a copy, if applicable, of the management letter to all audit findings within six (6) months 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 being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to the email 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. Civil Rights**

Contractor shall at all times comply (and will require any subcontractors to comply) with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex,

gender identity, sexual orientation, age, military status, disability, or any other lawfully protected status in the performance of this Agreement.

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, creed, national origin, sex, gender identity, sexual orientation, age, military status, disability or any other lawfully protected status 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 appropriate authorities. 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; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

**E. 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.

**1. Choice of Law**

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

**2. Choice of Venue**

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

**3. Limitation of Liability**

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

**4. Oklahoma Open Records Act**

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

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

Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as well as other relevant laws and regulations

applicable to the confidentiality of student education information and records. Contractor acknowledges that during the course of performing its contract duties it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

**F. 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.

**G. Contract Modification**

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

**H. Certifications**

Contractor Certifies to the following:

**1. Debarment, or Suspension**

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;

b) Have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) and

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

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

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

**I. Drug-Free Workplace**

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

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

**J. Duplicate Billing Prohibition**

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

**K. Employment Relationship**

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

**L. 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.

**M. Indemnity**

**1. Non-Governmental entities**

Contractor shall indemnify and hold OJA and its Board Members, officers, directors, and employees, 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, and its Board Members, officers, directors, and employees, 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.

**2. Governmental entities**

Unless prohibited by Article 10 of the Oklahoma Constitution and the *Governmental Tort Claim Act*, 51 O.S. §§ 151-200, Contractor agrees to the extent allowed by law, to indemnify and hold OJA, and its Board Members, officers, directors, and employees, 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, and its Board Members, officers, directors, and employees, 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.

**N. Insurance**

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

**O. No Grant of Authority.**

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

**P. 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., § 85.41.

**Q. 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. § 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](http://www.dhs.gov/E-Verify).

**R. Confidentiality**

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Agreement, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet

concerning the work outlined or contemplated by this Agreement without first obtaining approval of OJA's Executive Director.

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

**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. Responsibility for Actions of Employees.**

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

**V. 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.

**W. Taxes**

Pursuant to applicable law, OJA shall not be liable under the Agreement to pay taxes assessed against Contractor or to reimburse Contractor for any taxes incurred by it pursuant to its performance under the Agreement.

**X. Termination**

**1. For Convenience**

Either party may terminate this Contract by giving the other party thirty (30) day written

notice of the termination. Notice may be provided via electronic (email) transmission of notice on letterhead.

**2. 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 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.

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.

**3. 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 of such insufficiency, Contractor will be provided at least fifteen (15) calendar days' written notice of termination.

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.

**Z. Electronic Transactions**

All transactions related to the Contract may be conducted by electronic means pursuant to the

Oklahoma Uniform Electronic Transactions Act.

#### IV. SPECIAL TERMS AND CONDITIONS

A. ACCESS TO SERVICES

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

B. CLIENT CONFIDENTIALITY

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

C. LIABILITY

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

D. PRIOR OJA EMPLOYMENT

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

E. REPORTING CHILD ABUSE

If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, the Contractor must immediately report the matter to the Department of Human Services Hot Line at 1-800-522-3511 and to the OJA Advocate General at (405) 620-6408 or (405) 530-2800. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA. In addition, Contractor shall comply with the requirements of Title 10A O. S. § 1-2-101 *et seq.*

F. TERMINATION DUE TO ABUSE

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



following:

1. Interfering with an abuse, neglect or mistreatment investigation.
2. Allowing its employees to interfere or retaliate against any employee for reporting or cooperating in such investigation; or
3. Denying the assigned investigator immediate and direct access to Contractor's employees, facilities, clients, places and records of any type regarding detention services provided by Contractor.
4. In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations as promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

**G. CRITICAL INCIDENTS**

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

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

**H. PRISON RAPE ELIMINATION ACT (PREA)**

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

**I. NOTICE OF ANY PROPOSED CHANGES IN OWNERSHIP OR OPERATION**

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

**J. TRAINING**

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

Contractor agrees to coordinate with OJA to make detention workers and applicable staff available for training provided by OJA, either directly by OJA staff or through a third party arrangement. OJA will be responsible for the cost of training, excluding salary for trainees but including travel costs if applicable.

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

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

**K. USE OF TOBACCO**

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

**L. CONTRACT SUSPENSION**

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

**M. NOTICE OF TERMINATION**

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

**N. OUTSIDE COMMUNICATIONS**

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

**V. PROGRAM REQUIREMENTS**

**A. FULL SERVICE DETENTION FACILITY AND SERVICES**

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

**B. REGIONAL SECURE BEDS (SPECIFIC TO OKLAHOMA COUNTY)**

The provision of "Regional Beds" shall only occur if a contract exists between Oklahoma County and the sending county or counties, subject to space availability. The "Regional Rate" shall be set at the sole discretion of Oklahoma County. Said rate will ensure no expenditure of Oklahoma County Ad Valorem funds, or other sources of revenue, will be used in whole,

or in part, to subsidize the provision of programs and services, including secure detention, for another county or counties.

C. STANDARDS FOR CERTIFICATION

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

D. PERFORMANCE REVIEW

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

E. GRIEVANCE SYSTEM

Contractor shall operate a system for resolution of grievances by recipients of the services provided under the Contract regarding the substance or application of any written or unwritten policy or rule of Contractor, or any decision, behavior or action by Contractor, its agents or employees or agents or employees of a subcontractor in accordance with OAC 377:3-13-126, *et seq.*

F. RIGHT TO INSPECTION

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

G. JUVENILE ONLINE TRACKING SYSTEM

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

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

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

- a. Establishing juvenile file if juvenile does not exist within JOLTS.
- b. Adding referral information and updating demographic information.

- c. Adding and updating detention screening information.
    - d. Adding and updating detention admission information.
    - e. Adding and updating detention release information.
    - f. Updating the facility census (243 screen) on a daily basis and upon change in census via admission or discharge.
  - 2. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.
    - a. **Timeliness:** Contractor shall perform data entry on JOLTS within three (3) working days from time of admission or release from detention services with reference to the information categories described above.
    - b. **Accuracy:** JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services.
    - c. **Completeness:** JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by this Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during this Contract.
  - 3. Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the Information Technology Department of OJA by sending an email describing the problem including contact information to [servicedesk@omes.ok.gov](mailto:servicedesk@omes.ok.gov). If unable to email, problems may be reported by phone at the following numbers: (405) 521-2444 or (866) 521-2444.
- H. MEDICAL TREATMENT, EMERGENCY MEDICAL TREATMENT AND EMERGENCY TRANSPORTATION
- Contractor shall ensure that emergency medical treatment or transportation to emergency medical treatment is provided, for all youth ordered detained at the facility. Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103
- Upon request, OJA staff will assist Contractor in coordinating and securing non-emergency health and medical care services for detained youth under the supervision of OJA. OJA will assist Contractor with obtaining any entitlement reimbursements applicable to detained youth that are under the supervision of OJA.
- I. TRANSPORTATION
- Should Contractor provide transportation of juveniles to and from secure detention for purposes of admission, inter-facility transfer, discharge, medical or dental attention, court appearance, or placement designated by OJA, Contractor shall be reimbursed for travel expenses in accordance with 10A O.S. §2-3-103.B.
- J. ACCEPTANCE OF JUVENILES
- Contractor shall accept all admits referred to them by law enforcement and/or verbal or written

court order in accordance with 10A O.S. § 2-3-101. Contractor does not have the ability or the right to object to such a referral and/or deny admittance of any juvenile so referred.

**K. QUICK BEDS**

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

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

**L. TRANSFER WITHOUT COURT ORDER**

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

**M. RESTRICTED REGISTRY REQUIREMENTS**

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

**N. TERMINATION OF SERVICES**

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

**O. CONTINUITY OF SERVICES**

If a County is unable or unwilling to sign a secure detention contract within thirty (30) days of receiving the contract or within thirty (30) days of the start of the contract period for the period immediately subsequent to this agreement, then a month-to-month contract consisting of the provision of this Contract, with the exception of payment, will automatically be in effect until replaced by a valid contract or until services are no longer provided. Payment will be based on the current daily rate approved by the Board of Juvenile Affairs, applied to detention beds utilized by youth who are lawfully detained. No other payment will be made in the absence of a signed current contract. This clause does not preclude County from perusing other legal remedies that may be available

**P. UNLAWFUL USE OF DETENTION BEDS**

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

**Q. TELECOMMUNICATION CAPABILITIES**

OJA will work with Contractor to assist in providing videoconference capabilities.

**1. Court Ability**

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

**2. Visitation**

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

**R. YOUTH CRISIS MOBILE RESPONSE UNIT TOLL FREE NUMBER**

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

**S. MENTAL HEALTH SCREENING – MAYSI-2**

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

**T. OJA APPROVED DETENTION SCREENING**

Within forty-eight (48) hours of admission, and prior to a detention hearing in front of a Judge, a standardized and OJA approved detention screening shall be completed on youth. This will give all parties the level of risk the youth poses to the community and if further detention is necessary or appropriate. Low risk youth should not remain in detention.

**U. UTILIZATION OF LOCAL YOUTH SERVICE AGENCIES FOR SERVICES**

**1. Counseling Services**

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

**V. EDUCATION**

Education must be provided to youth in accordance with the State Department of Education minimum standards and not less than four point twelve (4.12) hours per school day or as required by the State Board of Education. The local school district or an OJA approved

alternative is responsible for providing educational programming. Detention centers are only required to provide summer school if the local school district provides this to the community as a whole. Juvenile detention centers are encouraged to develop pilot programs that enhance education opportunities. OJA will seriously consider funding such programs as long as funding is available. If pilots are deemed successful permanent rates may be established and opened up for other juvenile detention centers to access.

**W. EMERGENCY PREPAREDNESS**

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

**X. COLLABORATION**

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

**Y. ALLEGATION AND REFERRAL OF ABUSE, NEGLECT AND/OR MALTREATMENT**

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

**VI. SIGNATURES**

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

**OFFICE OF JUVENILE AFFAIRS**

Greg Delaney  
Greg Delaney (Nov 20, 2023 15:28 CST)

Nov 20, 2023

**GREG DELANEY, DEPUTY DIRECTOR  
COMMUNITY BASED SUPPORT SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**CHAIRMAN**

11/27/2023

Date:


Kelly Dunkerley

Print Name

ATTEST:

11/27/2023

Michael Willis, County Clerk Date:

  
**APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY**





**Exhibit A – Allocation of FY2024 Payments by Month**

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

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

**Attachment C: Assignment Affidavit 2024**

**Attachment D: Assignment Affidavit 2025**

**Attachment E: Assignment Affidavit 2026**

## Exhibit A - Allocation of Payments

Location	Rate	Licensed Beds	Contracted Beds		Amount
<b>Tulsa</b>	<b>125.14</b>	<b>63</b>	<b>40</b>		
FY24				31 Jul	116,380.20
July 1, 2023-June 30, 2024				31 Aug	116,380.20
CRL2024-314				30 Sep	112,626.00
				31 Oct	155,173.60
Note: July 01,2023 - Sept 30, 2023 - 30 Contracted Beds				30 Nov	150,168.00
Oct 01, 2023 - June 30, 2024 - 40 Contracted Beds				31 Dec	155,173.60
				31 Jan	155,173.60
				29 Feb	145,162.40
County Clerk				31 Mar	155,173.60
				30 Apr	150,168.00
				31 May	155,173.60
tel:918-596-5801				30 Jun	150,168.00
Line 1 - Base Rate -Jul 01, 2023 - Sept 30,2023	125.14		30	92	345,386.40
Line 1 - Base Rate - Oct 01, 2023 - Jun 30, 2024	125.14		40	274	1,371,534.40
Line 2 - Per HB 1282	22.08			1200	26,496.00
	272.36				<b>1,743,416.80</b>

## Title 377 - Office of Juvenile Affairs

### Chapter 3 - Administrative Services

#### Subchapter 11 - Risk Management

##### Part 1 - DRUG POLICY

#### 377:3-11-1. Purpose of policy

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

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

#### 377:3-11-2. Definitions

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

"Alcohol" means ethyl alcohol or ethanol;

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

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

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

"OJA" means the Office of Juvenile Affairs;

"OSDH" means the Oklahoma State Department of Health;

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

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

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

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

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

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

(d) **Violations.** Any employee who violates this policy will be subject to discipline, up to and including discharge.  
[Source: Added at 13 Ok Reg 757, eff 11-3-95 through 7-14-96 (emergency); Added at 14 Ok Reg 1860, eff 6-2-97; Amended at 15 Ok Reg 2659, eff 7-1-98; Amended at 20 Ok Reg 1293, eff 7-1-03]

#### 377:3-11-4. Standards

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

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

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

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

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



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

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

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

### 377:3-11-5. Substance screening

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

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

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

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

(A) Observable phenomena such as:

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

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

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

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

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

(F) Negative performance patterns; or

(G) Excessive or unexplained absenteeism or tardiness.

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

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

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

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

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

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

377:3-11-5(1).

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

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

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

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

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

### 377:3-11-7. Testing methods

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

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

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

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

### 377:3-11-8. Collection procedures

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

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

### 377:3-11-9. Consequences of refusal

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

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

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

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

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

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

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

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

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

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

(a) Explanation of test results.

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

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

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

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

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

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

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

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

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

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

**377:3-11-12. Severability**

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

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

**OJA Emergency Administrative Rules on Workplace Drug Testing – Illegal drug in OK****Chapter 3. Administrative Services****Subchapter 11. Risk Management****Part 1. Drug Policy****377:3-11-10 Consequences of positive test results****377:3-11-10. Consequences of positive test results**

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

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

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

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

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

**PART 3. REQUIREMENTS FOR SECURE  
JUVENILE DETENTION CENTERS**

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**PART 3. REQUIREMENTS FOR SECURE  
JUVENILE DETENTION CENTERS**

**377:3-13-35. Legal basis**

Statutory authorization for the Office of Juvenile Affairs to certify secure juvenile detention facilities is found in 10A O.S., § 2-3-103(C). All juvenile detention facilities, including those not incorporated in the State Plan as provided in 10A O.S., § 2-7-608(C), must be certified by the Office of Juvenile Affairs.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 28 Ok Reg 1979, eff 7-15-11

**377:3-13-36. Requirements**

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

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 22 Ok Reg 2064, eff 7-1-05

**377:3-13-37. Organization, administration and finances**

(a) **Organization.** A statement of the purposes or function of the secure juvenile detention facility is clearly defined and filed with the Office of Juvenile Affairs. The

statement includes the services available for the juveniles who are admitted. A secure detention facility may be organized in any manner provided in 10A O.S., § 2-3-103(C)(3).  
(b) **Administration and responsibility of the governing body.** The governing body of a secure juvenile detention facility shall:

- (1) have responsibility for the program and services of the facility;
  - (2) review and approve all policies and policy changes;
  - (3) maintain a record of policy approvals in meeting minutes and in an organized form developed by the facility;
  - (4) obtain all required licenses for operation and continued compliance with Requirements for Secure Juvenile Detention Facilities;
  - (5) meet twice a year to assure proper operation of the facility;
  - (6) document meetings of the governing body and keep the documentation on file; and
  - (7) have responsibility for the physical facility and its use by the juveniles and staff.
- (c) **Finances.** The agency shall maintain complete financial records of income and disbursements.

(1) All financial records pertaining to the agency are audited annually by a certified public accountant or public accountant who has a valid current permit to practice in the State of Oklahoma and who is not a staff member of the agency or in accordance with the governmental funding source.

(2) A copy of the auditor's statement substantiating the solvency of the agency and a statement concerning receipts and disbursements is submitted to the Office of Juvenile Affairs annually.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at Ok Reg 1979, eff 7-15-11

### **377:3-13-38. Policy and procedure manual**

(a) **Policy and procedures.** The facility shall have a policy and procedure manual which specifically describes its purpose, program, and the services offered. The manual is to be reviewed at least annually and updated, if necessary. The manual is available to all staff and all authorized regulatory authorities. It includes, but is not be limited to:

- (1) screening criteria;
- (2) admission procedures;
- (3) visiting arrangements;
- (4) disciplinary procedures;
- (5) security and control;
- (6) discharge procedures;
- (7) personnel practices;
- (8) juvenile rights;
- (9) resident grievance procedures;
- (10) abuse reporting procedures which comply with OJA rules 377:3-1-25 and 377:3-1-26;
- (11) clothing provisions;
- (12) personal hygiene provisions;
- (13) medical and health care programs;
- (14) educational programs;
- (15) recreational programs;
- (16) food and nutrition requirements;
- (17) general emergency procedures;
- (18) fire safety;
- (19) transportation procedures; and
- (20) suicide prevention guidelines.

(b) **Procedure availability.** Procedures that compromise safety and security are not available to the public and clients.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

### **377:3-13-39. Admission procedure and criteria**

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

(b) The facility's written policy and procedure for admitting juveniles includes, but is not

limited to, provisions which require the facility to:

- (1) verify legal authority to detain;
- (2) search the individual and the juvenile's possessions;
- (3) inventory the juvenile's clothing and personal possessions;
- (4) distribute personal hygiene items;
- (5) make provisions for shower and hair care;
- (6) issue clean, laundered clothing;
- (7) ensure that the juvenile's family, custodian or guardian is notified;
- (8) assist the juvenile in notifying his or her family, guardian, or custodian of the juvenile's admission;
- (9) supervise the juvenile while the juvenile makes two admission phone calls, if desired;
- (10) conduct an admission interview of the juvenile to answer questions and obtain information;
- (11) complete a medical history questionnaire;
- (12) provide an orientation which includes:
  - (A) juvenile rights;
  - (B) program description;
  - (C) program rules;
  - (D) grievance process; and
  - (E) discipline policy;
- (13) record basic personal data;
- (14) review procedures for mail and visiting; and
- (15) assign the juvenile to a sleeping unit.

**REFERENCES:** Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 28 Ok Reg 1979, eff 7-15-11

### 377:3-13-40. Records

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

- (1) court case number, if any;
- (2) date and time of admission and release;
- (3) name and nicknames;
- (4) last known address;

- (5) custodian;
- (6) name of attorney, if any;
- (7) name, title, and signature of delivering officer;
- (8) specific charge(s);
- (9) sex;
- (10) date of birth;
- (11) place of birth;
- (12) race or nationality;
- (13) education and school attended;
- (14) religious preference;
- (15) medical history questionnaire;
- (16) medical consent forms, court orders authorizing medical treatment, or documentation of request for medical consent;
- (17) name, relationship, address, and phone number of parent, guardian, or person with whom the juvenile resides at the time of admission;
- (18) driver's license number, social security number and medical assistance number, if any;
- (19) statement signed by the juvenile that he/she has been advised of juvenile rights, program rules, grievance process, and discipline policy;
- (20) date of petition, if available;
- (21) additional notations including identifying marks, any open wounds or sores requiring treatment, evidence of disease or body vermin, or tattoos;
- (22) inventory of personal property;
- (23) emergency contact person; and
- (24) signature of person recording data.

(b) Facility staff shall maintain a confidential record on each juvenile and ensure that the record is safeguarded from unauthorized and improper disclosure. The case record includes, at a minimum, the information in (1)-(14) of this subsection, when and where applicable:

- (1) documented legal authority to accept juvenile;
- (2) referral source;



- (3) record of court appearances;
- (4) signed release of information forms when records are requested or distributed;
- (5) notations of temporary absences from the facility;
- (6) visitors' names and dates of visits;
- (7) a record of telephone calls;
- (8) a report of any accidents or injury occurring to a resident while detained;
- (9) probation officer or caseworker assignment;
- (10) progress reports on program involvement;
- (11) court dates and disposition, if any;
- (12) grievance and disciplinary record, if any;
- (13) referrals to other agencies; and
- (14) final discharge or transfer report.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

**377:3-13-41. Release policy and procedure**  
Written policy and procedure for releasing residents include, but are not limited to, provisions for facility staff to:

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

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97

**377:3-13-42. Juvenile rights**

Written policy and procedure provides that facility staff shall ensure the rights of a

detained juvenile are preserved. Staff shall not diminish or deny a detained juvenile his or her rights for disciplinary reasons. The rights of a juvenile in detention are subject only to the limitations necessary to maintain order and security in the facility. Each juvenile has the rights listed in (1)-(14) of this Subsection.

(1) A juvenile shall have freedom from discrimination because of race, national origin, color, creed, sex or physical handicap.

(2) Male and female juveniles shall have equal access to all programs and services offered in a detention facility housing both sexes.

(3) The facility shall have a written grievance procedure, in accordance with OJA policy and approved by the Advocate General. Facility staff shall explain and make the grievance procedure available to the juvenile.

(4) A juvenile shall have on-site nondenominational religious services and religious counseling. A juvenile shall have the right to voluntarily participate in on-site religious services and religious counseling.

(5) A juvenile shall have access to on-site recreational opportunities, including daily outdoor exercise, weather permitting. The facility shall provide adequate and appropriate recreational equipment.

(6) A juvenile shall have access to the courts and confidential contact with attorneys and their authorized representatives. Contact includes, but is not limited to:

- (A) telephone conversations;
- (B) uncensored correspondence; and
- (C) visits.

(7) Facility staff shall not discipline a juvenile by using:

- (A) corporal or unusual punishment;
- (B) humiliation;
- (C) mental abuse; or

(D) punitive interference with the daily functions of living such as eating or sleeping.

(8) A juvenile shall be allowed to receive visitors according to the facility's written policy and procedures.

(9) A juvenile shall have reasonable access to the general public.

(10) A juvenile's access to the media is subject to the limitations necessary to protect the juvenile's rights and ensure the security of the facility. Media requests for interviews and juvenile consents must be in writing.

(11) A juvenile shall be allowed to determine the length and style of his or her hair, except in individual cases where restrictions are necessary for reasons of health and safety.

(12) A juvenile shall keep facial hair, if desired, except in individual cases where such restrictions are necessary for reasons of health and safety.

(13) A juvenile shall have supervision and control exercised by staff or training volunteers while at the facility.

(14) A juvenile shall receive educational instruction to which the juvenile is entitled under provisions of state education laws and regulations.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 23 Ok Reg 2761, eff 7-1-06; Amended at 27 Ok Reg 2178, eff 7-15-10

### 377:3-13-43. Staff requirements

(a) **General provisions.** The requirements for facility staff are set forth in this Section.

(1) **Personnel policy.** Every facility shall have written personnel policy which includes the maintenance of personnel records. The facility director shall make available to employees personnel policy and written job descriptions. The policy and job descriptions specify the person to whom the employee is responsible and the duties the employee is expected to perform.

(2) **Juveniles' tasks.** A juvenile in detention shall not be used as an employee. A juvenile in detention is permitted to perform tasks, if the tasks teach the juvenile responsibility and the juvenile is supervised. A juvenile shall not be allowed to perform tasks (chores) in area (restricted to the facility) in which adequate security exists. The facility administrator shall approve all work assignments.

(3) **Supervision.** Sufficient staff shall be available to provide continuous day and night supervision of the residents and protection of the facility as well as to allow staff relief from duty.

(4) **Auxiliary staff.** There shall be sufficient auxiliary staff to maintain adequate support services. Auxiliary staff are all staff that are not direct-care staff.

(5) **Health requirements.** Staff health requirements are given in (A)-(C) of this paragraph.

(A) Each person employed shall have a physical examination by a licensed physician, within the first 90 days of employment. The physician shall verify in a written statement that the individual is physically able to perform his or her job-related functions.

(B) 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/she has had a previous positive skin test.

(C) 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.

**(6) Criminal history investigation.** The facility shall comply with statutory requirements mandating a criminal history investigation for each applicant for employment [10 O.S. Section 404.1]. The facility shall not employ or retain any person for whom there is documented evidence that the employee would endanger the health, safety, and/or well being of juveniles.

**(A)** A facility shall not employ or retain an individual who has been:

**(i)** convicted of or entered a plea of guilty or nolo contendere to any felony involving:

**(I)** violence against a person;

**(II)** child abuse or neglect;

**(III)** possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sale, or distribute illegal drugs;

**(IV)** sexual mis-conduct; or

**(V)** gross irresponsibility or disregard for the safety of others;

**(VII)** any crime against a child; or

**(ii)** in the case of child abuse and neglect, identified as a perpetrator in a juvenile court proceeding and/or has made an admission of guilt to a person authorized by state or federal laws or regulations to investigate child abuse and neglect.

**(B)** As to 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.

**(i)** 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.

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

**(C)** If there is an allegation that a staff member has committed an act as described in OAC 377:3-13-43 (a) (6) (A), the facility shall determine and document whether the staff member shall be removed from contact with juveniles until the allegation is resolved.

**(D)** If any person is formally charged with any of the offenses described in OAC 377:3-13-43(a)(6)(A), he or she must be removed from contact with juveniles until he charges are resolved.

**(E)** No employee of the facility shall use or be under the influence of alcohol or illegal drugs during hours of work.

**(7) Personnel records.** The facility shall keep on file a written personnel record available for review for every staff person employed by the facility.

**(A)** The personnel record includes, but is not limited to:

**(i)** an application, resume or staff information sheet that documents qualifications for the position, valid drivers license or other state ID, birth certificate, applicable educational diploma;

**(ii)** health records as required by the facility;

- (iii) three written references and/or documentation of telephone interviews;
- (iv) any reports and notes relating to the individual's employment with the facility and an annual job performance evaluations;
- (v) dates of employment; and
- (vi) date and reason for leaving employment.

(B) When employment is involuntarily terminated, a statement regarding the reason for termination is to be included in the personnel file.

(C) Personnel records are maintained for at least three years following a staff member's separation.

(D) All employees' records are kept confidential subject to existing state and federal statutes.

(E) Staff members shall have access to their personnel files for reviewing purposes if a request is made to the facility administrator.

(8) **Staff training.** All staff shall be trained on facility policy and procedure and a training record be established for each staff member. A record of all annual training shall be maintained. At the end of the year, it shall become part of the personnel record.

(A) Each direct-care staff member shall be provided orientation before being allowed to work independently.

(B) Auxiliary staff shall receive orientation to the facility's policy and procedure and to their assigned duties.

(C) During orientation the trainer shall acquaint staff with the philosophy, organization, program practice, and goals of the secure juvenile detention facility.

(D) "Requirements for Secure Juvenile Detention Facilities" is reviewed as a part of the orientation process and is available to staff at all times.

(E) Within 90 days of employment, by a detention facility, all direct-care staff shall

have successfully completed a specific course of instruction in first aid as established by the Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), and presented by a certified instructor, or by a certified instructor in an equivalent professionally recognized first aid training program. There shall be a certificate or card issued to the employee and this card must be signed by the certified instructor attesting to the employee's successful completion of the professionally recognized first aid training program. The Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), or its equivalent, first aid course of instruction, presented by a certified instructor shall be updated within the employee's third year of employment and each succeeding three-year increment. The first aid training may count towards the employee's required annual training hours.

(F) Within 90 days of employment by a detention facility, all direct-care staff shall be certified in have successfully completed a specific course of instruction in cardiopulmonary resuscitation (CPR) as established by the Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), or its equivalent. This training must be presented by a certified instructor, or by a certified instructor in an equivalent professionally recognized CPR training program. There shall be a certificate or card issued to the employee and this card must be signed by the certified instructor attesting to the employee's successful completion of the professionally recognized CPR training program. The Red Cross, American Safety and Health Institute (ASHI), American Heart Association (AHA), or its equivalent CPR course of instruction shall be presented by

a certified instructor, and shall be updated on an annual basis. The CPR training may count towards the employee's required annual training hours.

(G) Full-time direct-care staff and administrators shall obtain at least 24 clock hours of training per employment year. Hours are prorated at two hours per month for staff who have not been employed for a full year.

(H) Part-time direct-care staff shall have training hours prorated based on the average number of hours of work per month.

(I) On-call staff shall have a minimum of 6 hours of training per year.

(J) Support staff shall obtain a minimum of 12 hours of training per employment year.

(K) The content of staff development courses for direct-care staff is relative to their roles and responsibilities. Content may include:

- (i) crisis intervention;
- (ii) child development;
- (iii) behavior management;
- (iv) discipline;
- (v) stress management;
- (vi) therapeutic relationship and intervention;
- (vii) child abuse detection, reporting and prevention;
- (viii) suicide prevention;
- (ix) human sexuality;
- (x) client grievance procedures;
- (xi) communicable diseases, including sexually transmitted diseases; and
- (xii) any other training deemed necessary to meet individual or group training needs.

(L) Attendance at professional conferences, workshops, seminars, formal education classes, or in-service training is counted toward the training requirements provided the training is documented and meets the content requirements.

(b) **Facility Administrator.** The duties and qualifications of the facility administrator are described in (1) - (2) of this subsection.

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

(A) In the facility administrator's absence a person shall be designated to act as administrator and shall be available to detention staff in person or by telephone.

(B) A designated person of responsibility shall be at the secure juvenile detention facility at all times. The designated person is directly responsible to the administrator who is to be notified of any irregularities in the general affairs of detention and follow through with directives given.

(C) The duties of the facility administrator include, but are not limited to:

- (i) preparing and presenting the budget for the appropriate authority to review and approve;
- (ii) administering the budget and maintaining accurate financial records;
- (iii) employing and discharging staff according to the established personnel rules;
- (iv) supervising the program overall;
- (v) holding staff meetings on a monthly basis to discuss plans and interpret policies to the staff;
- (vi) organizing a program for the continued training and development of staff;
- (vii) establishing and maintaining working relationships with other social services agencies within the community; and

(viii) interpreting the program to professional and lay groups.

**(2) Qualifications.**

(A) The education, experience, and qualifications of the administrator of a large facility (20 beds or more) are specified in writing by the governing body of the facility and includes, at a minimum:

(i) bachelor's degree from an accredited college/university in an appropriate discipline;

(ii) two (2) years of experience working with juveniles; and

(iii) five (5) years in staff supervision and administration.

(B) The education, experience, and qualifications of the administrator of a small facility (less than 20 beds) are specified in writing by the governing body of the facility and includes, at a minimum;

(i) associate's degree from an accredited junior college/college/university in an appropriate discipline (i.e. social work, sociology, psychology, criminal justice, etc.); OR

(ii) 60 hours of credits from an accredited junior college/college/university of which 15 hours must be in the appropriate discipline as indicated in (i); and

(iii) two (2) years in staff supervision; and

(ii) one (1) year of experience working with juveniles.

(C) A facility administrator hired prior to January 1, 2000 shall be exempt from the rules set forth in (A) of this paragraph.

**(3) Location.** All facilities administrators must maintain their primary office at the detention facility.

**(c) Direct care staff.** The qualifications and hiring requirements for direct care staff are described in (1) - (2) of this subsection.

**(1) Qualifications.** All direct-care staff shall be at least 21 years of age and possess a high school diploma or its equivalent.

**(2) Hiring requirements.** A direct-care staff person can be hired when the person:

(A) has his or her character and fitness attested to by three satisfactory written references and a criminal history background check conducted;

(B) is qualified and capable of satisfactorily performing assigned job responsibilities; and

(C) does not pose a known risk to juveniles.

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

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 15 Ok Reg 2661, eff 7-1-98; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 19 Ok Reg 2949, eff 7-3-01 through 7-14-02 (emergency)<sup>1</sup>; Amended at 22 Ok Reg 2064 eff 7-1-05; Amended at 23 Ok Reg 2761, eff 7-1-06; Amended at 26 Ok Reg 2244, eff 7-1-09; Amended at 27 Ok Reg 2178, eff 7-15-10

**377:3-13-44. Security and control**

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

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

(1) Staff members shall explain in-house rules to each juvenile admitted to the facility.

(2) When a literacy or language problem prevents a juvenile from understanding the list of rules, a staff member or translator shall assist the juvenile in understanding the rules.

**(c) Required security control procedures** are described in (1) - (15) of this subsection.

(1) **Resident count.** The facility shall have a system to physically count detained juveniles.

(A) The facility director shall designate one staff member per shift to conduct at least one uninterrupted population count during the shift.

(B) The staff member conducting the count shall be a trained employee in each living unit who shall see the juveniles being counted.

(C) Juveniles shall not be permitted to move about the facility during the count.

(D) Documentation of resident counts is available at the facility at all times.

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

(3) **Searches and control of contraband.** The facility shall have written policy and procedure governing searches and control of contraband.

(A) Policy and procedure include, but are not limited to:

- (i) control of contraband;
- (ii) searches for contraband;
- (iii) body searches;
- (iv) property searches;
- (v) searches of the facility; and
- (vi) visitor searches;

(B) Residents and visitors shall be notified that they are subject to search.

(C) No resident shall be searched beyond what is necessary to maintain proper security.

(D) Searches are conducted by a staff member of the same sex as the resident or visitor.

(E) A body cavity search may be conducted only when there is a strong reason to believe that the juvenile is concealing contraband in a body cavity.

(i) The facility administrator must have authorization to medical personnel for any body cavity search.

(ii) Medical personnel are the only persons authorized to perform body cavity searches.

(iii) The body cavity search must be conducted in a private area of the facility, without windows, which ensures the privacy and dignity of the juvenile.

(iv) A supervisory witness of the same sex as the juvenile shall be present during the body cavity search.

(v) The detention facility shall contact the OJA Advocate General within 24 hours of conducting a body cavity search.

(4) **Staff ratios and staffing patterns.** There is a minimum ratio of 1:7 direct-care staff to residents during waking hours and 1:16 during resident's sleeping hours.

(A) When a female is placed in detention, there must be a female staff member on duty and when a male is placed in detention, there must be a male staff member on duty;

(B) A minimum of two direct-care staff are on duty at all times in the facility.

(C) Juveniles in detention shall be supervised at all times. The facility shall have enough staff available for staff to remain close to and in visual contact with the juveniles.

(5) **Surveillance plan.** The facility shall have a plan for surveillance of all areas of the perimeter of the facility. Outside lighting must be sufficient to provide

visibility under all conditions with no blind spots.

**(6) Door security.** All doors that are security perimeter entrances, exterior doors, and doors which the facility administrator determines should be locked are kept locked. These doors are unlocked only for admission or exit of juveniles, employees, or visitors or in case of an emergency.

(A) Doors to vacant units, unoccupied areas, and storage rooms are kept locked when not in use.

(B) Staff members shall know what doors must be locked and under what circumstances they are opened.

(C) Once a door is locked, it is checked to see that it is secured.

**(7) Key control.** The facility's key control system provides for the following:

(A) a log to record the number of keys given out, the location of the lock, the number of keys to that lock, and the names of employees possessing keys;

(B) a central administrative area from where the keys can be issued;

(C) a manner of storage that permits easy determination of either the presence or absence of keys;

(D) labeling of all keys and maintenance of at least one duplicate key for each lock; and

(E) readily available fire and emergency keys.

**(8) Physical force.** Rules relating to the use of physical force are set forth in this paragraph.

(A) Written policy and procedure limit the use of physical force:

(i) for self protection;

(ii) to separate juveniles from fighting;

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

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

(B) The least amount of force is used.

(C) Physical force may not be used as punishment or retaliation.

(D) Facility personnel shall not encourage or knowingly permit any person to use physical force which is contrary to policy.

(E) Staff members shall not provoke physical confrontation by taunting, harassing, or cursing a resident or otherwise manipulating a resident into activities which would justify physical force.

(F) A written report is prepared following all uses of force and submitted to the facility administrator by the end of the shift.

(G) Staff members shall receive written guidelines on the use of physical force and shall be informed that loss of employment may result if unauthorized use of physical force is proven.

(H) Medical attention shall be provided immediately upon the juvenile's release from restraint as a result of physical force even if there is not visible evidence or complaint of injury. Staff certified in first aid and CPR may provide medical attention and are responsible for referring the juvenile to licensed medical personnel, if warranted.

**(9) Use of mechanical restraints.** Any instrument of restraint must be approved by the facility administrator or designee.

(A) Restraints are used only:

(i) for self protection;

(ii) to separate juveniles from fighting;



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

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

(v) prevent destruction of property if reasonably related to (i) through (iv).

(B) Restraints are used only with the approval of the facility administrator or designee.

(C) Restraints may not be used as a form of punishment.

(D) Restraints are used only as long as necessary and are removed as soon as the juvenile regains control of his/her behavior.

(E) When restraints are placed on a juvenile, such placement must be made by a trained and authorized staff member in a humane manner that does not restrict the juvenile's blood circulation.

(F) Juveniles shall not be restrained to an immovable object.

(G) A juvenile's hands and feet may be restrained, however restraining of the juvenile's hands to his or her feet is prohibited.

(H) The use of hog-tying is prohibited.

(I) A juvenile placed in restraints shall not be left unattended.

(J) A full written report is submitted by the end of the shift to the administrator following every use of an instrument of restraint.

(10) **Chemical agents.** Facility staff shall not use chemical agents for security. Staff may not use tear gas, mace, pepper spray, and related chemical agents to control juveniles.

(11) **Weapons.** Weapons are not permitted except when authorized by state law.

(12) **Procedures for separation from general population and/or general activities for disciplinary reasons.** The following procedures shall be utilized as an intermediary level of intervention, which requires the continual line of sight and sound observation of the juvenile. If a juvenile is separated from the general population, the reasons for the separation and length of time shall be documented in the written daily observation of the juvenile. The separation should not be in excess of 60 minutes. Additional intervals shall be approved by a supervisor/administrator who was not involved in the original incident. Facilities which do not have another supervisor/administrator on site shall receive re-authorization from the on-call administrator. The reasons for the continued separation must be documented. The juvenile shall be released when staff determines that he or she can safely be returned to the group.

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

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

(A) Room confinement is used with detained juveniles:

(i) for self protection;

(ii) to separate juveniles from fighting;

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

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

(v) to prevent destruction of property if reasonably related to (i) through (iv); and

(vi) stop behavior that incites other juveniles which jeopardizes the safety of staff and residents of the facility and is reasonably related to (i) through (iv).

(B) Room confinement of juveniles shall be re-authorized every 3 hours, except during normal sleeping hours, by a supervisor/administrator who was not involved in the original incident. Facilities which do not have another supervisor/administrator on site shall receive re-authorization every 3 hours from the on-call administrator. Reasons for continued room confinement shall be documented

(C) A juveniles shall not be in room confinement in excess of 24 hours without the opportunity of an administrative review by the administrator or designee who was not involved in the incident.

(15) Procedure for room confinement or room restriction. When room restriction or confinement is used, the procedure given in (A) - (E) of this paragraph is followed.

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

(B) Any juvenile shall be visibly observed by a staff member every 15 minutes, and this must be documented.

(C) Juveniles placed in room confinement shall be afforded living conditions and essential services approximating those available to the

general juvenile population. Exceptions shall be justified in writing by clear and substantial evidence.

(D) The juvenile shall be released when staff determines that he or she can safely be returned to the group.

(E) A written record shall be maintained on any juvenile placed in room restriction or confinement. It includes a log stating who authorized the action, names of persons observing the juvenile and times of observation, the person authorizing release, and the time of release.

(16) Escape and absence without leave. The facility shall develop written policy and procedure for juveniles who escape from the facility or are absent without leave which shall include the notification of law enforcement agencies.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 19 Ok Reg 2953, eff 12-5-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 22 Ok Reg 2064, eff 7-1-05

### 377:3-13-45. Program and services

(a) Activities and services are available to juveniles outside their rooms at least 12 hours a day. The facility shall provide or make available the minimum services and programs given in (1)-(7) of this subsection to detained juveniles.

(1) Education. The facility shall provide educational opportunities in compliance with the local school district's rules and regulations and OJA contract requirements. Facilities shall provide or make provisions for an educational program which includes space for education, necessary equipment and supplies, and supervision.

(2) Visitation. Written policy and procedure specify the number of visitors a juvenile may receive and the length of visitation.

(A) Visits may be limited only by the facility's schedule, space, and personnel

constraints or where there are substantial reasons to justify such limitations.

(B) Juveniles have the right to refuse visitation.

(C) Legal counsel for a detained juvenile may visit at any reasonable time a request is made.

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

(A) Juveniles shall be afforded access to emergency mental health counseling and crisis intervention services according to their needs.

(B) Counseling services include group or individual counseling and are provided at least weekly.

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

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

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

(B) Menus are planned at least one week in advance, posted and dated, and kept on file for one year.

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

approved by a licensed dietitian, nutritionist, or physician.

(6) **Medical and health care.** The facility shall have written policy and procedure for delivery of health care services. When health care services are provided by someone other than a physician, the final medical judgment rests with the designated physician.

(A) Written health care policy and procedure is approved by a designated physician.

(B) Medical, mental health, and dental care involving medical judgment are the sole province of the designated physician, mental health professional or dentist.

(C) Personnel who provide health care services to juveniles shall be governed by a written job description approved by the medical authority.

(i) Responsibilities and job duties are in keeping with the individual's professional discipline.

(ii) Verification of current credentials and job descriptions are on file in the facility.

(D) Security regulations applicable to facility personnel also apply to health personnel.

(E) The secure juvenile detention facility shall develop and maintain written policy and procedure which:

(i) requires medical screening upon arrival of any juveniles, including intra system transfers at the facility.

(ii) records all findings on a medical screening form approved by the physician;

(iii) accounts for receiving, storing, dispensing, administering and distributing all medications and first aid supplies;

(iv) prohibits the use of juveniles for medical, pharmaceutical or cosmetic experiments;

(v) assures that detention staff and other personnel are trained to respond to health related situations; and

(vi) establishes a training program that includes:

(I) recognition of signs and symptoms of illness or injury and knowledge of action required in potential emergency situations;

(II) administration of first aid and cardiopulmonary resuscitation (CPR);

(III) methods of obtaining assistance;

(IV) signs and symptoms of mental illness, retardation and drug and alcohol abuse; and

(V) procedures for transfer to appropriate medical facilities or health care providers.

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

(A) Prescription medication is only administered as directed by a physician.

(B) When any medication is administered, a precise record is kept of the juvenile's name, reason for dosage, route, date and time given, and signature of the person who administered it. Any adverse reaction to the medication is documented.

(C) When prescription medications are used, the juvenile, custodian, and all staff members shall be made aware of side effects of the medication.

(D) All medications, syringes, and needles are protected by maximum-security storage and are under the supervision of staff on duty.

REFERENCES: Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 28 Ok Reg 1979, eff 7-15-11

### 377:3-13-46. Physical plant or facility

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

(1) Office of Juvenile Affairs to assure compliance with ACA Standards for Detention and Section 504 of the Rehabilitation Act of 1973 as amended. The plan shall be submitted to the OJA Office of Public Integrity for review. Consultation may be obtained from the Oklahoma Office of Handicapped Concerns. OJA shall provide consultation on building plans and suggest requirements for environmental design as they impact program and services. The population using housing or living units may not exceed the designed or rated capacity of the facility and exceed designed use standards;

(2) the State Fire Marshal's Office to assure compliance with the National Fire Protection Association Life Safety Code as adopted by the State Fire Marshal's Commission and administered by the Office of the State Fire Marshal. The State Fire Marshal will determine the rated capacity for the facility; and

(3) Commissioner of Health, State Health Department, Environmental Health Services to assure compliance with the adopted rules and regulations of the State Board of Health. Juvenile detention facilities are designed and comply with the duly adopted codes for plumbing,

electrical, water supply and sewage disposal.

(b) **Space.** Space requirements for secure juvenile detention facilities are set forth in this subsection.

(1) Single sleeping rooms consist of at least 70 square feet of floor space. There shall be no double-celling of juveniles unless:

(A) the room has been specifically constructed to house two juveniles;

(B) the Office of Juvenile Affairs approved the construction plans prior to construction of the facility/room; and

(C) the room meets the space requirements set forth in the American Correctional Association's (ACA) "Standards for Juvenile Detention Facilities."

(2) Male and female residents shall not occupy the same sleeping room.

(3) Not less than 35 square feet of floor space per juvenile is provided in the day room on each living unit.

(4) The facility shall provide at least 15 square feet of floor space per person for individuals occupying the dining room or dining area.

(5) The total indoor activity area outside the sleeping area provides space of at least 100 square feet per resident.

(6) School classrooms are designed in conformity with local or state educational requirements.

(7) Where the facility provides food service, the kitchen has at least 200 square feet of floor space.

(c) **Bathrooms.** All housing and activity areas provide, at a minimum, one toilet, one washbasin, and one shower for every six residents. All juveniles and staff shall have access to a drinking fountain by residents and staff.

(1) Flush urinals may be substituted for not more than one-half the required number of toilets when provided to serve males only.

(2) Every lavatory basin, bathtub or shower is supplied with hot and cold water under pressure at all times.

(3) All showers and bathtubs must have temperature control equipment.

(4) All fixtures must be maintained in good working condition.

(5) Toilet paper, soap and individual sanitary towels are provided within easy access of the residents.

**REFERENCES:** Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

**377:3-13-47. Food service, sanitation and hygiene**

(a) **General.** General requirements related to food service, sanitation, and hygiene are set forth in this subsection.

(1) Minimum health requirements for secure juvenile detention facilities are determined by the Health Department and enforced by the Office of Juvenile Affairs.

(2) The facility shall be maintained in compliance with State Health Department Food Service Code. An annual inspection of the facility is conducted to determine compliance with health codes. Documentation is kept on file at the facility.

(3) The facility shall have a written plan for housekeeping that is posted and followed at all times.

(4) The facility shall be weather tight and kept in sound condition and good repair.

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

(b) **Plumbing and water.** Plumbing is sized, installed, and maintained in a safe manner and according to the Oklahoma Plumbing License

Act. Plumbing constructed after the effective date of these rules will be installed in compliance with the Building Officials and Code Administrators Plumbing Codes or applicable local ordinances.

(1) There may not be cross-connection between the potable water supply and any non-potable or questionable water supply or any source of pollution through which the potable water supply might be contaminated.

(2) The facility's potable water source and supply, whether owned and operated by the public water department or the facility, must be approved by an independent, outside source to be in compliance with jurisdictional laws and regulations.

(c) **Electrical.** The electrical distribution system must be sized, installed, and maintained in a safe manner according to the Oklahoma Electrical Licensing Act. Portions of the electrical system constructed, repaired, or replaced after the effective date of these rules will be installed in compliance with the National Electrical Code.

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

(e) **Lighting.** Requirements regarding lighting in the facility are set forth in this subsection.

(1) The facility shall have sufficient air and lighting to ensure the health of the detained juveniles.

(A) Any room designated as a sleeping room shall have natural lighting by a room window to the exterior or from a source within 20 feet of the room. This rule does not prohibit OJA from issuing a provisional certificate if a sleeping room does not meet this criteria.

(B) All window panes must be of shatter-resistant material.

(C) Thirty foot-candles of artificial light are provided in all areas and additional light of at least 50 foot candles is provided in study areas.

(2) Every hallway and stairway in each secure juvenile detention facility is lighted by natural or electric light at all times to provide at least ten foot-candles of light at floor level. Every hall and stairway in structures containing not more than two sleeping areas may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting.

(f) **Ventilation and temperature.** Non-habitable areas, such as bathrooms and food preparation areas, provide other approved ventilation systems in lieu of windows or skylights. Adequately designed, maintained, and operated central heating and cooling systems must meet the ventilation requirements. Window area requirements may be reduced but must be adequate to meet requirements of the State Fire Marshal.

(1) Every window, exterior door, and hatchway, or similar devices, must be rodent proof and weather tight and kept in working condition and good repair.

(A) During the portion of the year when there is a need for protection against mosquitoes, flies and other flying insects, every door and window must have a properly fitting stainless steel mesh detention screen.

(B) Air conditioned habitable areas are deemed adequate to meet this requirement when properly operated unless vectors are able to enter to such extent that a nuisance or hazard is created.

(2) Every habitable area must have heating facilities which are properly installed and maintained in working condition. The heating system must be capable of safely and adequately heating

all habitable rooms, bathrooms, and water closets at a temperature of at least 68 degrees Fahrenheit at a distance of 18 inches above floor level under ordinary winter conditions.

(3) An acceptable temperature zone for maintaining year round comfort is 66 degrees to 80 degrees Fahrenheit in the summer, optimally 71 degrees, and 61 degrees to 73 degrees Fahrenheit in the winter, optimally 70 degrees.

(g) **Food Service.** Written policy, procedure, and practice require that at least three meals, two of which are hot, be provided at scheduled times during each 24-hour time period of regular business weekdays, with no more than 14 hours between the evening meal and breakfast meal. Only on weekends and state recognized holidays may a hot brunch and a hot evening meal, both of which meet basic nutritional goals, be provided at scheduled times during each 24 hour time period.

(1) The facility provides or arranges for the meals and at least one snack per 24 hour day from food that is selected, stored, prepared, and served in a sanitary and palatable manner. Each meal contains a sufficient amount of food for every juvenile and additional servings are permitted.

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

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

**REFERENCES:** Source: Added at 14 Ok Reg 1863, eff 6-2-97; Amended at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01; Amended at 22 Ok Reg 2064, eff 7-1-05

### 377:3-13-48. Safety and emergency

(a) **Fire protection.** Minimum state fire safety requirements for secure juvenile detention facilities are enforced by the State Fire Marshal's office. Documentation of

compliance is available at the facility at all times.

(1) Secure juvenile detention facilities for juveniles must comply with the Building Officials Administrators Code (BOCA) as enforced by the State Fire Marshal's office:

(2) The facility's written policy and procedure provide for a qualified fire and safety officer to regularly inspect the facility for compliance with safety and fire prevention requirements. The facility director and designated staff shall conduct an annual review of policy and procedure.

An administrative staff member or designee shall conduct a fire and safety inspection of the facility at least weekly.

(3) The facility's written policy and procedure relating to fire safety is reviewed at least annually by certification staff.

(4) Written policy and procedure specify the facility's fire prevention regulations and practices to ensure the safety of staff, juveniles, and visitors. Fire prevention practices include, but are not limited to:

(A) a provision for an adequate fire protection service; and

(B) annual inspection and testing of equipment by a fire service company approved by the local fire official.

(5) Fire hoses or extinguishers are available at appropriate locations throughout the facility.

(6) Specifications for the selection and approval of facility furnishings indicate the fire safety performance requirements of the materials selected.

(A) Materials selected are subjected to careful fire safety evaluation before purchase or use.

(B) Only mattresses manufactured from materials that are not highly flammable are used.

(7) The facility is equipped with non-combustible receptacles for smoking materials. Separate containers are provided in other locations throughout the facility for other combustible refuse.

(8) A fire alarm and automatic detection system is required as approved by the state and/or local fire marshal.

(9) Special containers are provided for flammable liquids and for rags used with flammable liquids.

(10) All plans for exiting the building during time of fire emergencies are posted in a conspicuous place on all levels of the facility.

**(b) General emergency procedures.** Written policy and procedure specify the means for the prompt release of juveniles from locked areas in case of emergency and provide for a secondary release system if electrically equipped.

(1) All facility personnel shall be trained in the implementation of written emergency plans.

(2) Written policy and procedure govern the control and use of all flammable, toxic, and caustic materials.

(3) The facility director or designee shall develop written plans which specify procedures to be followed in emergency situations, e.g., fire, disturbances, taking of hostages. These plans are made available to all applicable personnel and are reviewed and updated at least annually.

(4) The facility shall have access to an alternate power source to maintain essential services in an emergency.

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

(1) Two identifiable exits are located in each juvenile housing area and other high density areas to permit the prompt

evacuation of juveniles and staff under emergency conditions.

(2) The facility shall have exits that are continuously visible at all times, kept clear, and maintained in usable condition.

**(d) Facility maintenance.** Requirements for maintenance of the facility are set forth in this subsection.

(1) **Housekeeping.** All habitable and non-habitable areas are maintained in a condition free of litter.

(2) **Laundry.** Work areas are maintained in a clean and safe condition. Equipment is installed in such a way as to meet safety requirements.

(3) **Maintenance of the activity area.** Equipment is maintained in good repair and activity areas are free of hazards.

(4) **Maintenance of the interior structure.** The interior of the building, including appliances, machinery, and equipment, is maintained in proper working order at all times. Interior walls, carpeting, and furniture is repaired, replaced, and kept in acceptable condition.

(5) **Interior finish materials.** All interior surfaces, including walls, ceilings and floors, must have flame-spread ratings as outlined by the BOCA Building Code. Documentation of appropriate flame-spread ratings must be obtained from the manufactures of the material. Examples of interior finishing materials include, but are not limited to, paint, paneling, wallpaper, carpets, and tile.

(6) **Furnishings and decorations.** Draperies, curtains, and similar furnishings and decorations must be flame resistant.

(A) Proof of flame resistance is documented from the material manufacturer that the material passed the criteria of NFPA 701, small and large scale tests.



(B) Waste baskets and other waste containers must be of noncombustible or self-extinguishing materials.

(C) Mattresses and upholstered or cushion furniture may not be of a highly flammable character.

(7) **Exterior surfaces.** All exterior wood surfaces, other than decay-resistant woods, must be protected from the elements and decay by a lead-free paint or other product to provide a protective covering or treatment. Toxic paint and materials may not be used where readily accessible to juveniles.

**REFERENCES:** Source: Added at 14 Ok Reg 1863, eff 6-2-97

### 377:3-13-49. Collocated detention facilities

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

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

(1) Juveniles and adults must be separated in that there can be no sustained sight or sound contact between juveniles and incarcerated adults in the facility. This type of separation can be achieved architecturally or through time-phasing of common use non-residential areas.

(2) All juvenile and adult program areas must be separate. There must be an independent and comprehensive operational plan for the juvenile detention facility which provides for a full range of separate program services. No program activities may be shared by juveniles and incarcerated adults. Time-phasing of

common use nonresidential areas is permissible to conduct program activities.

(3) There must be separate staff for the juvenile and adult populations, including management, security, and direct care staff. Staff providing specialized services (medical care, food service, maintenance, etc) who are not normally in contact with detainees, or whose infrequent contacts occur under conditions of separation of juveniles and adults, can serve both populations. The day-to-day management, security, and direct care functions of the juvenile detention facility must be vested in a totally separate staff.

**REFERENCES:** Source: Added at 17 Ok Reg 3202, eff 7-18-00 (emergency); Amended at 18 Ok Reg 2625, eff 7-1-01

FY24 Assignment Affidavit	Attachment C
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**FY2024**

**AFFIDAVIT OF ASSIGNMENT**

The county of \_\_\_\_\_, (“Contractor”) has entered into a contract with the Office of Juvenile Affairs (“OJA”) for the period 7/1/2023 through 6/30/2024 to provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103.C.2. (“Contract”). The Contractor has entered into a subcontract with \_\_\_\_\_, (“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. It is Contractor’s responsibility to notify OJA in writing to terminate assignment.

**Subcontractor Information:**

FEI #: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

**NOTARY PUBLIC**

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

My Commission Number is: \_\_\_\_\_

OJA Review: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

FY25 Assignment Affidavit	Attachment D
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**FY2025**

**AFFIDAVIT OF ASSIGNMENT**

The county of \_\_\_\_\_, (“Contractor”) has entered into a contract with the Office of Juvenile Affairs (“OJA”) for the period 7/1/2024 through 6/30/2025 to provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103.C.2. (“Contract”). The Contractor has entered into a subcontract with \_\_\_\_\_, (“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. It is Contractor’s responsibility to notify OJA in writing to terminate assignment.

**Subcontractor Information:**

FEI #: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
County Commissioner Date

\_\_\_\_\_  
County Commissioner Date

\_\_\_\_\_  
County Commissioner Date

**NOTARY PUBLIC**

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

My Commission Number is: \_\_\_\_\_

OJA Review: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

FY26 Assignment Affidavit	Attachment E
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**FY2026**

**AFFIDAVIT OF ASSIGNMENT**

The county of \_\_\_\_\_, (“Contractor”) has entered into a contract with the Office of Juvenile Affairs (“OJA”) for the period 7/1/2025 through 6/30/2026 to provide for the temporary detention of children who are or may be subject to secure detention as required by 10A O.S. §2-3-103.C.2. (“Contract”). The Contractor has entered into a subcontract with \_\_\_\_\_, (“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. It is Contractor’s responsibility to notify OJA in writing to terminate assignment.

**Subcontractor Information:**

FEI #: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
County Commissioner Date

\_\_\_\_\_  
County Commissioner Date

\_\_\_\_\_  
County Commissioner Date

**NOTARY PUBLIC**

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

My Commission Number is: \_\_\_\_\_

OJA Review: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_