



**FY2026 CONTRACT
FIXED RATE LEVEL E GROUP HOME
MASTER CONTRACT**

CONTRACTOR
PROGRAM NAME

**SHARON “SHEL” MELLINGTON, INTERIM
EXECUTIVE DIRECTOR**

JEREMY EVANS, CHIEF OF PROGRAMS

Master 2026/28-TBD

Attachment A: Non-Collusion Certification
Attachment B: OAC 377:3-11-1 through 377:3-11-12
Attachment C: OAC 377:30-3-1 through 377:30-3-23
Attachment D: Census Report
Attachment E: WRAT log
Attachment F: Monthly Report
Attachment G: Incentive Pay
Attachment H: Contract Contact Sheet
Exhibit A: OHCA Rules for RBMS
Exhibit B: Payment Schedule

**OKLAHOMA JUVENILE AFFAIRS
FY2026 LEVEL E CONTRACT
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**STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
LEVEL E GROUP HOME
FIXED RATE CONTRACT**

This agreement, consisting of 27 pages (the “Contract”), is hereby made between the Oklahoma Juvenile Affairs (“OJA”) and

**Contractor
Program Name
Physical Address**

(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, 10A O.S. § 2-7-305(B)(1) authorizes OJA to implement community-based residential care for juveniles, hereinafter referred to as service recipients or residents, who are in the lawful custody of OJA and deemed by OJA to be in need of such services; and

WHEREAS, Contractor, a private facility duly licensed under the laws of Oklahoma, as a Residential Child Care Facility by the Department of Human Services, is prepared by virtue of professional knowledge, standards and expertise to provide such services and agrees to undertake the responsibilities thereto; and

WHEREAS, Contractor’s residential program, described as Level E, has two (2) major goals for its service recipients: (1) the remediation of behavioral or emotional problems, or both, through a focus on residential and therapeutic issues, and (2) the provision of twenty-four (24) hour awake intensive supervision for the protection of the residents and the community; and

WHEREAS, OJA is authorized through an agreement with Oklahoma Healthcare Authority (OHCA) to bill for reimbursement for Residential Behavioral Management Services (RBMS) and no other entity shall be eligible to bill for these services, and

WHEREAS, Contractor agrees to allow OJA to bill their RBMS services for them to OHCA throughout the contractual period by assigning payment of RBMS services to OJA.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from July 1, 2025, or date of execution whichever is latter to June 30, 2026. Work done before the effective date of the Contract is at the Contractor’s risk.

1st Renewal Option Period: FY27 July 1, 2026 – June 30, 2027

2nd Renewal Option Period: FY28 July 1, 2027 – June 30, 2028

A. Renewal Process

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

II. COMPENSATION

For 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 will pay Contractor at the rate of ~~\$\$\$~~ (\$192.31/bed/day). The total amount shall not exceed the amount indicated in Exhibit B for beds reserved for the exclusive use of OJA. In addition, OJA, will provide for incentive opportunities based on the accomplishment of the requirement and standards set forth in Schedule B-2- Rates and Standards Level E incentives through June 30, 2026.

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

A. Planned Leave Paid Bed Limit

The total number of days when a resident is on planned leave, resulting in an unoccupied bed, cannot exceed twenty-eight (28) days per resident per year. For purposes of this agreement, a placement year shall be defined as commencing on the first day a resident is officially placed with Contractor and terminating on the date of official discharge, in less than twelve (12) months later. If a resident is discharged and then readmitted to the same Contractor, a new placement year begins on the date of readmission.

B. Liquidated Damages

1. AWOL

For the purpose of this Contract, AWOL is defined as an OJA placed youth being away from the facility without prior authorization for more than 24 hours. More than ten (10) AWOL days during any Contract period (or Renewal Period) will result in assessed liquidated damages. If ten (10) AWOL days have occurred during the Contract or Renewal Period, for every full day that a bed is vacant due to a placed youth being on AWOL status there will be an assessed liquidated damage of seventy-one dollars and sixty-one cents (\$71.61) per day, per bed for the AWOL youth(s). Liquidated damages may be applied to any outstanding claim owed to the Contractor whether related to this Contract or not. OJA reserves the right to bill the Contractor directly if it so chooses. Interest and penalties on unpaid billings shall apply the same as in

Section C below concerning recoupment of lost RBMS revenue.

The amount of the liquidated damages is based upon the RBMS reimbursement rate for a day of treatment services. The amount represents potential lost revenue to OJA and services paid for by OJA, but not received by the youth.

2. Required Services not provided

If any service required by this Contract is not performed, OJA shall assess a fair and equitable value to the unit of service not performed and deduct it from current or any future payments. Contractor shall be given fifteen (15) calendar days from notification of recoupment to provide evidence of a more equitable quantity and/or value assigned to the missing service. Taking into account the provided information, OJA will submit a final notice of recoupment within fifteen (15) calendar days. If OJA is unable to recoup the amount from current or future claims, then Contractor shall submit payment to OJA within sixty (60) calendar days. The amount specified in this paragraph is in addition to recoupment of lost RBMS funding caused by the omission of required services.

3. Denial of Access to Contracted Beds

Contractor's ability and willingness to accept service recipients into contracted beds, as determined appropriate by OJA, is of critical importance. If Contractor refuses to accept placement of a service recipient or is otherwise unable to grant access to contracted beds, Contractor shall owe liquidated damages for each day the requested bed is unavailable. These damages are calculated daily in an amount equal to the "daily rate," described in Section II "Compensation." If a bed is vacant due to Contractor's refusal to accept a particular service recipient, the bed is deemed unavailable for OJA's use until all contracted beds are occupied by service recipients (i.e., no bed in the facility is vacant) or until the service recipient is released from OJA custody, whichever is earlier.

In addition to the daily liquidated damages described in the preceding paragraph, if Contractor refuses to accept a service recipient into a vacant contracted bed, Contractor will pay an additional amount of one hundred and fifty dollars (\$150.00) per refused placement. The parties agree that this additional payment is a reasonable estimation of actual damages OJA would incur to secure transportation and alternate placement for service recipients, which are difficult or impracticable to ascertain at the time of contracting.

OJA may elect to deduct such damages from future payments to Contractor, whether related to this contract or not. If OJA elects not to deduct the costs from future payments, Contractor agrees to make payment within 60 days from notification by OJA.

C. Monthly Claims

OJA will pay for services provided upon receipt from Contractor of monthly claims, documented in the format and in accordance with the procedures prescribed by OJA. By submitting a claim for payment, Contractor certifies that all services billed for were provided. Contractor shall ensure that OJA receives each claim for payment no later than sixty (60) days after the month in which the cost was incurred.

OJA will assume costs for services provided to custody youth according to the existing Medicaid Fee for Service Schedule. OJA will arrange payment to the medical provider for all OJA approved medical and dental services for each resident. OJA will provide Contractor with each resident's

Medicaid number and, if applicable, any third-party liability information (TPL). The TPL is the resident's primary insurance and must be filed first. Contractor shall provide the TPL to the medical provider along with the resident's Medicaid number. Any medical costs exceeding the existing Medicaid Fee For Service Schedule rate due to failure on Contractor's part to follow these procedures may be deducted from future reimbursements to Contractor. If no future reimbursements are owed to Contractor, Contractor may be required to reimburse OJA for those costs within 60 days from notification by OJA.

The Oklahoma Juvenile Affairs collects Title XIX on this placement to help supplement the cost of the placement. The revenue from RBMS is partially responsible for the contract. Any RBMS revenue determined by OJA (or any other monitoring agency) lost due to Contractor's actions or failure to comply with the Contract shall be recouped from future payments to the Contractor, either on this Contract or any Contract that exists between OJA and Contractor. In the event that the need for recoupment is discovered while Contractor has no existing contracts with OJA, Contractor shall submit payment within 60 days of notification of the recoupment. If the recoupment amount is not received within the 60-day period, then a handling charge shall be assessed that shall be the lesser of 5% or \$50, plus the published rate allowable by the state for delinquent payments to be added to the delinquent amount monthly until the debt is fully paid.

OJA may recoup from Contractor any recoupment of OJA funds by OHCA caused by Contractor.

D. Title XIX Cost Report

Contractor shall comply with federal requirements for cost reporting, including any changes thereto which occur during the Contract term. Contractor agrees to participate in a staff time study for one (1) two-week period during this contract term, if requested by OJA. OJA will prepare a description of the time study for Contractor and OJA will conduct training on the time study for Contractor's staff.

IV. STANDARD TERMS AND CONDITIONS

A. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

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

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

3. Subcontract Modification

Any changes to a subcontract of Contractor shall be treated as a new subcontract and the

requirements of this Section III(A) shall apply.

B. Audit

1. Federal Funds

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

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

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

2. State Funds

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

3. Auditor Approval and Audit Distribution

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

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

management letter to all audit findings, if applicable, OJA reserves the right to recuperate monies for claims paid to Contractor and suspend payment to Contractor for costs owed pursuant to this Contract.

C. Certifications

Contractor certifies the following:

1. Debarment or Suspension

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

- a. a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;
- b. 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. c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and,
- d. d. have not, within a three (3)-year period preceding this Contract, had one (1) or more public (Federal, State, or local) contracts terminated for cause or default.

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

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

3. Israel Boycott Certification

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

4. Energy Boycott Certification

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

5. Non-Collusion Certification

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

6. Non-Duplication (Uniqueness) Clause

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

7. E-Verify Clause

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

8. Firearms Non-Discrimination

Pursuant to 25 O.S. § 289.31, Contractor certifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. Contractor further certifies that it will not discriminate against a firearm entity or firearm trade association during the term of the contract.

D. Civil Rights

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

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

E. Communications

1. Notices

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

The parties agree it is the responsibility of each party to maintain correct contact

information. Parties may change their contact information by providing notice of such change pursuant to this section.

2. Next Business Day

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

3. Electronic Transactions

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

F. Compliance with Laws, Statutes, and Regulations

Contractor and any approved subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA. Contractor will comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Family Educational Rights and Privacy Act ("FERPA"), and any applicable regulations regarding the confidentiality of substance abuse treatment records in accordance with 42 CFR Part 2.

1. Choice of Law

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

2. Choice of Venue

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

3. Limitation of Liability

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

4. Oklahoma Open Records Act

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

The ORA requires that a public body shall at all times bear the burden of establishing such records are protected by such confidential privilege.

5. Family Educational Rights and Privacy Act

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

6. Entire Agreement

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

7. Confidentiality

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

8. Lobbying

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

9. E-Verification Policy and Procedure

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

G. Contract Modification

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

H. Contract Structure

1. Headings

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

2. No Construction

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

3. Waiver

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

I. Drug-Free Workplace

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

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

J. Duplicate Billing Prohibition

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

K. Extension Option

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

L. Indemnity

1. Non-Governmental Entities

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

2. Governmental Entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the Governmental Tort

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

3. Notice and Cooperation

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

4. Coordination of Defense

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

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

1. Insurance Coverage Requirement

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

2. Minimum Insurance Coverage Requirements

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

- a. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- b. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;
- c. Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident
- d. Directors and Officers Insurance which shall include Employment Practices Liability as well as Contractor's Computer Errors and Omissions Coverage, if information technology services are provided under the contract, with limits not less than \$1,000,000 per occurrence;
- e. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Contractor's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and,
- f. Sexual Abuse and Molestation Insurance with limits \$1,000,000 per occurrence.

3. Responsibility for Liability and Taxes

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

4. Notification of Claims

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

5. Limitation on Covered Entities

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

N. Monitoring and Financial Compliance Review

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Any inspection, investigation, or evaluation may be conducted on the premises where the services are being performed. If any inspection, investigation, or

evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or evaluations performed by OJA will occur in such manner as not to unduly interfere with Contractor's performance of the services. Contractor agrees that OJA shall have access to and the authority to examine and copy all records related to services provided related to this Contract at any time during the period such records are required to be maintained or retained by Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

O. No Employment Relationship

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

P. No Grant of Authority

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

Q. Prior Unmet Contractual Obligations

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

R. Records

As used in this clause, "records" includes books, documents, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and any other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data or in any other form. In accepting a contract with the State, Contractor agrees any pertinent State or Federal agency or governing entity of OJA has the authority to examine and audit, at no additional cost to OJA, all records relevant to performance of this Contract. Contractor is required to retain all records relative to this Contract for the duration of this Contract term and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records commences before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

S. Responsibility for Actions of Employees

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

damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

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

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, media website, or any other media outlet concerning the work outlined or contemplated by this contract without first obtaining approval of OJA's Executive Director.

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

U. Severability

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

V. Termination

1. For Convenience

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

2. For Cause

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

3. Termination/ Contract Reduction Due to Lack of Funding

OJA may terminate this Contract in the event that OJA is not granted funding to pay for the services herein described, or in the event that funding is lost due to either a reduction in the budget, reallocation of budgeted funds, or failure to receive funds from an intended third-party funding source.

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

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

4. **Termination Due to Abuse**

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

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

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

W. Unallowable Costs

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

X. Venue and Governing Law

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

V. SPECIAL TERMS AND CONDITIONS

A. Income/Expenditures from All Sources

Financial records should accurately account for the revenues and related expenditures, per approved budget by OJA Contract, and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of Contractor from all sources. Federal revenue and all other sources of income, including Title XIX Medicaid reimbursements, should be identified for all contracts. Contractor agrees to make such books, records, ledgers, and other fiscal documentation accessible to OJA representatives and the State Auditor and Inspector for inspection, investigation, audit and certification as deemed necessary by OJA.

B. Communicable Disease Policy and Procedure

Contractor shall have policies and procedures consistent with the provisions of Oklahoma Human Services (OHS) Licensing Standards for Residential Child Care Facilities, 340:110-3-154.3(d) and 340:110-3-164(9)(A)-(C).

C. Compliance with Rules

The purpose of OJA Rules 377:10-1-1 through 377:10-1-15 is to set forth mandatory rules for the Contractor providing care for service recipients in the custody of OJA.

OJA Rules 377:10-7-15 and 377:10-7-16, describe contract-based residential care (CBRC) programs as a specifically defined course of care and treatment for juveniles in OJA custody. Contractor shall comply with “The Levels of Care System” by which Contractor’s service provision is measured against and defined by:

1. Levels of Care System standards defined by:
 - a. a standardized set of approved criteria, as defined in OAC 377:10-7-17 through 377:10-7-20.
 - b. requirements set forth in the contract between OJA and the facility; and
 - c. basic licensure requirements as set out in OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-145 through 340:110-3-169.
2. Contractor shall also adhere to the provisions of OHCA Part 105. Residential Behavior Management Services in Group Settings, and Non-Secure Diagnostic and Evaluation Centers, OAC 317:30-5-1040 through 317:30-5-1047, and Part 108. Nutrition Services, OAC 317:30-5-1075 through 1076.

D. Confidentiality

Contractor assures compliance with Title 10A §§ 2-6-101 through 2-6-110 of the Oklahoma Statutes and OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-149, 340:110-3-151, 340:110-3-153.1(h) and 340:110-3-154(e)(2) regarding confidentiality of records. In addition, Contractor shall adhere to the provisions of confidentiality as contained in OJA Rules 377:10-1-7 and 377:10-1-8, as well as OHCA Rule 317:30-5-1047. Contractor’s volunteers and consultants shall also comply with the confidentiality mandates cited in this section.

E. Conflict of Interest

Prior to the Contract’s effective date, Contractor and its governing board or body shall disclose to OJA any existing situations that fairly represent a real or perceived conflict of interest. These types of conflict-of-interest situations may include but are not limited to: (1) acquisition, renting or leasing of real property and equipment; (2) staffing or resident-staff relationships; (3) board membership and staff employment; (4) contracted services; (5) prior state government or OJA staff employed by Contractor; and (6) auditing and monitoring. Contractor’s failure to disclose known or perceived conflict of interest situations to OJA may result in cancellation of the Contract at the sole discretion of OJA.

F. Additional Records Retention Requirements

As used in this clause, “Records” include all items as listed in OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-151, 340:110-3-152(e), 340:110-3-153.1(o), 154(e), 154.5(d) and OJA Rules 377:10-1-7(b) and 377:10-1-8(a) and OHCA Rule 317:30-5-1046(a) & (c). In addition, “Records” include all financial books, ledgers and documentation of revenues and related expenditures by Contractor. Fiscal and program records shall be maintained during the term of this Contract and for a period of three years following termination of the Contract. If an audit, litigation or other action involving such records commences before the end of the three-year

period, the records shall be maintained until all issues arising out of the actions are resolved or until the end of the three-year period, whichever is later.

Contractor's records shall only be destroyed in accordance with all applicable state and federal laws. Records containing resident information shall be securely destroyed in a manner that ensures no unauthorized access to the resident's information occurs during or after the destruction. The Contractor shall include records retention and records disposition in its policies and procedures.

G. Reporting Child Abuse or Neglect

Contractor shall comply with the abuse and neglect reporting requirements of, Title 10A O.S. Supp. 2010, §1-2-101 *et seq.*, and OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-149, 152(f) in reference to the reporting of suspected or actual child abuse or neglect. In addition, Contractor shall immediately notify the OJA Advocate General at state office number (405) 530-2939 of such incidents. Failure to report and/or cooperate in investigations of suspected or actual child abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

H. Prohibited Resident Discipline

Contractor shall abide by the behavior management provisions of OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.2 and the prohibited disciplinary actions as listed in OJA Rule 377:10-1-30(b).

I. Access to Professional Consultation

Contractor shall ensure all direct care staff have routine access to a licensed professional consultant for a minimum of four (4) hours per week as mandated by OJA Rule 377:10-7-20(6)(B) and OHCA Rule 317:30-5-1043(b)(44)(F).

J. Employee Dispute Resolution

Contractor shall provide a written employee grievance procedure.

K. Employee Qualifications

Contractor shall ensure each potential staff member is qualified according to OHS Requirements for Residential Child Care Facilities OAC 340:110-3-153.1(e & f) and that each applicant meets the employment requirements as listed in OAC 340:110-3-153.1(g through j). Contractor shall have a policy for the verification of references.

L. Energy Efficiency

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

M. Resident Grievance System

Contractor shall ensure the resident grievance system used by the Contractor is consistent with OJA Rules 377:3-1-27, 377:3-1-28, and 377:3-1-30(a) and (c). The OJA Advocate General shall be the final determinant as to the consistency of the Contractor's resident grievance system to the OJA Rules stated in this section.

N. Liability Insurance

Contractor is hereby required to carry liability insurance with an insurance carrier acceptable to OJA in the amount of at least three hundred thousand (\$300,000.00) to adequately compensate persons for injury to their person or property occasioned by an act of negligence by Contractor, its agent, employee, or the like. A "Certificate of Insurance" showing the State of Oklahoma and OJA as additional insured shall be submitted to OJA within thirty (30) days of the beginning of the term of this Contract. The insurance policy must contain provisions that the insurance carrier will notify OJA at least thirty (30) days in advance of the effective date if the policy lapses, is cancelled, or not renewed.

Contractor shall adhere to OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.5 relating to transportation and that specifically includes the provision Contractor's facility maintains on file a copy of the individual's or firm's automobile liability and medical insurance coverage for all vehicles used for the transportation of residents.

O. Lobbying

Contractor certifies compliance with the Anti-Lobbying law, 31 U.S.C. §1352, and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 C.F.R. §§93.105 and 93.110.

P. Force Majeure

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

Q. Facility Relocation**1. Notification to OJA:**

Contractor shall, at a minimum, give ninety (90) days' written notice to the OJA Director of Juvenile Services Division of intent to relocate the Group Home operation to a new facility. The OJA Director of Juvenile Services Division shall ensure the new location and Contractor's physical plant adequately meet the needs of OJA, under the Contract, in providing services to the residents. Within thirty (30) days of Contractor's notification, the OJA Director of Juvenile Services Division shall issue a written notice to accept or reject Contractor's intent to relocate to the new facility. Rejection by OJA of Contractor's intent to relocate during the Contract period could result in termination of the Contract at the sole discretion of OJA.

2. Notification to School Districts:

If the relocation of the facility results in a change in school districts, Contractor must give, at a minimum, sixty (60) days' written notice to both school districts involved, with a copy of the notice submitted to OJA. The Contractor must coordinate with both school districts to ensure the proper educational credits are transferred and that there is continuity in educational services.

3. Notice of Actual Movement

The new facility must be appropriately licensed, or temporarily authorized, by the OHS before the actual transfer of residents can occur. Contractor must give the OJA Director of Juvenile

Services seventy-two (72) hours' notice prior to the actual movement of residents and shall keep OJA advised during the progress of the move until all residents are relocated to the new facility.

R. New Employee Orientation

Contractor shall adhere to the orientation training of new employees and volunteers as mandated by OHS Requirements for Residential Child Care Facilities, 340:110-3-153.l(c), (l) and (m), as well as OHCA Rule 317:30-5-1043(b)(4)(E).

S. Nepotism

Contractor and/or Contractor's governing board or body agrees to disclose any existing situations of nepotism within the organization and receive written prior approval of any employment which involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Contractor shall disclose any other situations which might fairly represent a conflict of interest. Nepotism situations include but are not limited to: 1) renting or leasing; 2) staffing; 3) board membership; 4) contracted services; 5) acquisition of real property and equipment; 6) client-staff relationships; 7) board membership to staff employment; 8) auditing; and 9) any other situations which might fairly represent a conflict of interest.

T. Contractor Prohibited Criminal Convictions

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

U. Resident Rights

Contractor shall ensure each resident's rights are safeguarded and that Contractor's written policy and procedures are consistent with resident rights as listed in OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154(a)(7) and (e)(1)(J), 340:110-3-154.1(a) and(b), 340:110-3-154.2(b)(13), as well as OJA Rule 377:10-1-2.

V. Staff Disciplinary Procedures

Contractor shall implement written policy regarding corrective discipline procedures for Contractor's staff.

W. Taxes

Contractor shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including, without thereby limiting the foregoing, those taxes required by the Federal Insurance Contributions Act (FICA) Title 26, Subtitle C, Chapter 21 of the United States Code and the State Unemployment Tax Acts (FUTA), Title 26, chapter 23 of the United States Code.

X. Staff Training

Contract shall adhere to the OHS Requirements for Residential Child Care Facilities OAC 340:100-3-38.13, regarding training for facility staff. Contractor shall comply with OHCA Rule 317:30-5-1043(b)(4)(E).

Y. Tobacco Use

Contractor shall adhere to 63 O.S. §1-1523, which prohibits smoking in a childcare facility licensed pursuant to the Oklahoma Child Care Facilities Licensing Act, 10 O.S. §401 *et seq.* In addition, Contractor will prohibit staff from using or possessing any tobacco products in the facility or on the grounds of the facility. The Contractor shall also abide by OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-163(3), which prohibits the use of tobacco products by residents.

Z. Prison Rape Elimination Act (P.R.E.A)

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.

VI. PROGRAM REQUIREMENTS

Contractor shall provide primary residential care and treatment to a maximum capacity of <<# of beds>> for <<male or female>> service recipients who have not attained the age of 18. Contractor shall accept service recipients over the age of 17 in conjunction with 10A O.S. §2-7-504(B) and 10A O.S. §2-5-201 ET seq regarding court authorization to retain custody of juveniles and youthful offenders to age 19. Under the provision of OHS Requirements for Residential Child Care Facilities OAC, 340:110-3-154(a)(3), Contractor may continue to serve a resident who entered the program prior to his/her 19th birthday.

A. Compliance with RFA Response

Contractor is required to meet or exceed the requirements expressed in the response to the Request for Proposal.

B. Medical Criteria for Program Entry

Contractor will accept into the group home service recipients referred by the OJA Placement Coordinator and who meet the medical necessity criteria as established in OHCA Rule 317:30-5-1043(b)(2).

C. Listing of Characteristics

Juveniles who may be considered for placement into a Level E facility will have a combination of characteristics, including some or all of the following:

1. very high AWOL risk.
2. dysfunctional behavior in public school settings.
3. repeated acts of violence and aggression toward peers, property and/or authority figures.
4. multiple delinquent offenses.
5. substance abuse related problems.

6. a current diagnostic evaluation that calls for placement into a highly structured community-based setting.
7. multiple failed placements in community-based residential care.
8. institutional eligibility; or
9. parole eligibility from an institution with a recommendation for community placement into a staff intensive facility.

D. Placement and Discharge Authority

Contractor agrees that OJA will have final authority regarding all placements into and discharges from Contractor's program. If there is an unresolved difference of opinion between Contractor and the OJA Placement Coordinator as to the appropriateness of a referral or discharge, the OJA Placement Team may be convened to review the referral or discharge and render a final decision.

E. Placement Procedure

Contractor agrees to immediately notify the OJA Placement Coordinator of vacant beds via daily census at fax number (405) 500-2897 or by e-mail. Vacant beds shall be available on demand to OJA. The OJA Placement Coordinator will direct referrals to Contractor by submitting a placement worksheet to Contractor. Placement of new residents will be accomplished as quickly as transportation can be arranged.

F. Placement Packet Information

At the time of the new resident's admission to Contractor's program, OJA's Behavioral Health Services Unit worker will provide Contractor with all of the documents and information listed in the, "Placement Packet Checklist."

G. Non-Custody Placements

When Contractor accepts both private referrals and OJA custody referrals for placement, Contractor is prohibited from promoting or encouraging the placement of a non-custody service recipient into OJA custody as a provision for accepting that service recipient into its program.

H. Resident Transfers

In the event a resident is transferred from the Contractor's facility with a minimum seventy-two (72) hour prior notification, all records pertaining to the resident shall be complete and up-to-date. The resident's personal belongings shall be appropriately packed and ready for transport.

I. Staffing Guidelines

Contractor shall abide by the provisions of OHS Requirements for Residential Child Care Facilities, 340:110-3-153.1 (and OHCA Rule 317:30-5-1043(b)(5) regarding staff qualifications.

J. Service Plan Development

Contractor shall conform to the provisions contained in OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-146; 340:110-3-153.1((b)(3); 340:110-3-154(a)(2) and (a)(3); 340:110-3-154(b) and (c); 340:110-3-154(e)(1)(E); 340:110-3-154.1(a)(2), (a)(3)(E), (N), and (O); 340:110-3-154.1(b) and (c), and OHCA 317:30-5-1043(b)(3)(A), as well as OJA 377:10-7-20(8)(A), regarding resident treatment plans.

K. Therapy/Counseling Services

Contractor shall abide by OHCA Rule 317:30-5-1043(b)(3) and OJA Rule 377:10-7-20(1 thru 4) as they relate to the provision of the following services to residents:

1. Individual therapy/counseling
2. Group therapy/counseling
3. Family therapy/counseling
4. Alcohol and other drug abuse treatment education, prevention therapy
5. Basic living skills redevelopment
6. Social skills redevelopment
7. Behavior redirection

Contractor shall provide a minimum of three (3) hours per week of life skills curriculum approved by OJA. In addition, psychological/psychiatric intervention shall be provided to residents through direct contact with a psychologist or psychiatric consultant, and/or through Contractor's designated social work/counseling staff making use of psychological/psychiatric case consultation.

Group therapy/counseling sessions are to occur on non-consecutive days of the week, because the treatment is more effective when spaced out.

Contractor shall contact the resident's family within thirty (30) days of their admission to establish communication and schedule family sessions. Family therapy sessions shall be conducted at minimum each month and are strongly recommended to occur frequently as needed by the family system, OJA and the Court system.

L. Recreational Services

Contractor is responsible for complying with the provisions of OHS Requirements for Residential Child Care Facilities:

1. OAC 340:110-3-152(e)(7);
2. OAC 340:110-3-154(b)(1)(B)(i);
3. OAC 340:110-3-154.1(a)(3)(N - O); and
4. OAC 340:110-3-157(j)(6),

as well as OJA Rules 377:10-7-20(4) and 377:10-7-20(6)(D), as they relate to Contractor's recreational program for residents. In addition, Contractor shall provide planned activities in a program that allows residents to earn eligibility to participate in off-campus activities based on their progress in the program. Contractor shall have specific policy and procedure describing the eligibility criteria. Contractor shall maintain monthly written documentation listing the recreational activities for that month. Each resident's response to recreational activities shall be documented in the individual case record.

M. Educational Services

Contractor assures that it will make arrangements for providing educational service to which residents are entitled pursuant to State and Federal law.

Contractor shall adhere to the OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154(a)(1)(E), 340:110-3-154(b)(1)(B)(i), and 340:110-3-154.1(c), as well as OJA Rule 377:10-7-20(3). Contractor must also maintain ongoing documentation regarding each resident's progress in his/her individual educational program.

Contractor shall conduct pre- and post-program testing to measure educational progress using a test approved in writing by OJA. Contractor shall administer the pre-program test within fourteen (14) days of official admission to the program and the post-program test no more than fourteen (14) days prior to the resident's official discharge from the program. When a resident has completed discharge testing, but does not leave the facility on the projected discharge date, the resident will not be retested if the resident leaves the facility within 120 calendar days of the discharge test. If the resident has not been discharged after 120 calendar days have elapsed from the date of the post-test, the resident shall be required to retake the post-test. Contractor shall report the testing results on the monthly report (see section "V. Program Requirements subsection Q Monthly and Year-End Reports"). The report shall include at a minimum, in a clearly marked section; the youth's name, jolts number, length of stay, pretest score and post-program test score.

Contractor and OJA shall jointly prepare an implementation plan for any newly approved pre-test or post-test. If there is disagreement regarding the implementation plan, OJA shall have the final authority regarding the implementation of the new test.

N. Employment Services

Contractor shall provide employment services to residents on a case-by-case basis and only when deemed appropriate by OJA and Contractor. If OJA and Contractor agree a resident is in need of employment services, Contractor shall assist the resident in job skill training, job placement and job retention. Contractor shall document provision of such assistance in the resident's case file.

O. Use of Force/Restraints/Confinement

Contractor shall adhere to the OHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.2, and OJA Rules 377:10-1-3 and 377:10-1-4, as they relate to the use of force, use of restraints and use of confinement. Each staff member involved in a use of force or restraint or confinement incident, along with each staff witness to a use of force or restraint or confinement incident, shall prepare a written incident report that includes:

1. A description of the actions of resident(s) and staff involved.
2. The major rule violation; and
3. Contractor's response to same.

Contractor shall ensure a copy of all reports relating to a use of force or restraint or confinement incident shall be placed in the involved resident's file within five (5) working days of the date of the incident.

P. Administrative Rules

Contractor is responsible for adhering to the provisions that address emergency procedures in the following OHS Requirements for Residential Care Facilities:

Administrative Rules	Description
340:110-3-152(d)(13) and (f)(1)(E)	[Policy on Emergencies]
340:110-3-153.1(l)	[Orientation]
340:110-3-154(d)(1 & 2)	[Emergency Discharge]
340:110-3-154.3(c)	[Medical Care]
340:110-3-154.5(f)	[Emergency Transport]
340:110-3-157(j)(4)	[Bathroom doors]
340:110-3-157(l)	[Telephone on units]
340:110-3-165(3) through (6)	[Administration, Exits, Fire Protection Equipment, Maintenance of Equipment]
340:110-3-169(f)(3)	[Fire & Emergency keys]

In addition, the Contractor shall develop written plans for emergency situations that are compatible with the OHS Licensing Standards listed in this section and include, but are not limited to, evacuations due to: explosion; fire; toxic and/or caustic material; tornado; flood; other weather-related damage; riot; major disturbance; medical emergency; and work stoppage. The emergency procedures shall be made available to all facility staff. Contractor shall annually review its emergency evacuation plans and submit them to the local emergency responder agencies (fire, police and/or sheriff, EMT). A diagram of the Contractor's facility showing the location of all exits, fire extinguishers, and first aid equipment must be conspicuously posted in the facility. Contractor shall conduct and document bi-monthly emergency drills under varied conditions and during hours when the majority of residents are in the facility.

Q. Serious Incidents Definitions/Notifications

In the event a serious incident occurs at Contractor's facility, Contractor shall be responsible for immediately contacting the JSU District Supervisor responsible for the facility. A serious incident also requires notification as mandated by OHS Requirements, OAC 340:110-3-152(f)(1-3). A serious incident is defined by OHS Requirements for Residential Child Care Facilities in OAC 340:110-3-146 and further described in 340:110-3-154(e)(1)(G) and 340:110-3-154.3(c). In addition to the OHS listing of serious incidents, for which OJA shall be notified as per this section, OJA expands the definition of a serious incident requiring OJA notification to include:

1. Death of a resident.
2. Death of an employee while on duty.
3. Abuse, neglect, or mistreatment of a resident by any person.
4. A violent crime committed by a resident against another person.
5. Criminal investigation of, or arrest of, staff member(s) or resident.
6. A resident is removed from the facility without proper authorization.
7. A resident is taken into custody by law enforcement officials.

8. A resident runs away or otherwise cannot be accounted for.
9. An incident that is the subject of a news media inquiry; and
10. A resident is injured and/or acquires an illness that requires medical attention.

Contractor shall submit all reports of a serious incident, which fully describe: the circumstances leading to the incident; specific details of the incident; final outcome of the incident; and injuries sustained by resident(s) and/or staff, to the OJA Director of Juvenile Services Division as soon as possible, not to exceed one (1) business day of the occurrence. Contractor shall maintain copies of serious incident reports in a separate "Serious Incident File" at Contractor's facility. If the serious incident involves a resident, Contractor shall place a written report, describing the circumstances of the incident, in the involved resident's case record and forward a copy of the report to the involved resident's JSU worker.

R. General Child Care Requirements

After initial admission of the resident, Contractor shall be responsible for providing the resident with clean, well-fitting, and seasonable clothing.

Contractor shall ensure each resident has an opportunity to practice the religion of his/her choice. No resident shall be compelled to participate in religious services or practices. Contractor may limit religious practice only in the event the practice poses a threat to safety or disrupts the order of the facility. The limitation shall be based on documented evidence.

Contractor shall not allow a resident:

1. overnight visitation; or
2. to be taken out-of-state; or
3. to be removed from the facility by someone, other than an immediate family member, on a short-term basis without Contractor supervision unless prior written approval from the JSU worker is obtained and the approval document is placed in the resident's case file.
4. Automatic discharge shall occur in the event any resident has been absent without leave (AWOL) from the facility in excess of five (5) days.

S. Reporting Requirements

Contractor shall submit a monthly report to the OJA Director of Behavioral Services Division summarizing facility activities for each month during the term of the Contract. Contractor shall also submit a monthly progress report of each of the youth in the program. These reports are due by email within seven (7) calendar days after the completion of the month in which the activities occurred and shall include, but not be limited to, information on:

1. grievance log.
2. admissions, discharges, and bed utilization.
3. AWOLs.
4. total bed days utilized.
5. significant program events.
6. vacancies in administrative and professional staff.

7. medication and drug testing.
8. individual and group therapy sessions log.
9. job orientation background skills program.
10. allegations of neglect, mistreatment, or abuse;
11. WRAT test results for each resident discharged from this placement (see “K Education” above); and
12. progress report of the youth in the program

Contractor’s monthly report to OJA shall include the tally of hours provided in each curriculum area in a report format provided by OJA. Contractor will also provide a year-end report within sixty (60) days of the end of the Contract year, detailing the information listed in this section for the total Contract year. If the absence of information results in a loss of revenue, Contractor shall be responsible for reimbursement to OJA. In addition, the contractor shall submit a monthly progress report for each of the youth in the program. Contractor shall also provide any other reports that are requested specifically to comply with OJA and RBMS requirements. This is to ensure responsiveness of the programs to meet the needs for communication with field staff, courts, and other parties.

T. Provision of Services Location

Purchased services under the Contract shall be provided at the following location(s):

Contractor
Program Name
Physical Address

U. Medical Services

1. Routine Medical Care:

General parental consent forms should be obtained from parents upon placement of juvenile for routine medical care. Youth’s assigned OJA worker should be advised of any routine medical care obtained for the youth.

2. Non-Routine medical care:

Prior consultation with and authorization from OJA and parental consent are required for any non-routine medical procedures. Only the youth’s parent and/or the Judge may sign surgical consent forms.

3. Emergency medical care:

In case of an event requiring emergency treatment, nothing shall be construed to prohibit Contractor from taking such steps as are necessary to insure such emergency treatment.

V. RESTRICTED REGISTRY EMPLOYEE NOTIFICATION 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 Oklahoma Juvenile Affairs may result in the

individual being placed on the Restricted Registry per 10 O.S. § 405.3.

VII. SIGNATURES

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

CONTRACTOR

OKLAHOMA JUVENILE AFFAIRS

Print Name and Title

Greg Delaney
Director of Behavioral Health Services

Date: _____

Date: _____

DRAFT



OKLAHOMA
Office of Management
& Enterprise Services

CERTIFICATION FOR COMPETITIVE BID AND/OR CONTRACT (NON-COLLUSION CERTIFICATION)

Note: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name Oklahoma Juvenile Affairs	Agency # 400
Supplier or bidder legal name	Solicitation # or purchase order #

Section 1 74 O.S. § 85.22

- A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:
- 1.** I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
 - 2.** I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
 - 3.** Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
 - a.** Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
 - b.** Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract.
 - c.** Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Section 2 74 O.S. § 85.42

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74 O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

- ☒ The competitive bid attached herewith and contract, if awarded to said supplier.
- ☐ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma Statutes.

Supplier authorized signature <u>Lenson E. Hearn</u> <small>Lenson E. Hearn (Jul 11, 2025 15:18 CDT)</small>	Certified this date 07/11/2025	
Name Lenson E. Hearn	Email lhearn.osso@gmail.com	
Title Executive Director	Phone 5806951635	Fax

DRAFT

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 1277, eff 11-1-12 (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) methamphetamine (a.k.a. Desoxyn);
 - (C) methylenedioxyamphetamines;
 - (D) methylenedioxymethamphetamines;
 - (E) phentermine (a.k.a. Adipex, Fastin, Oramin);
- (7) barbiturates:
 - (A) amobarbital (a.k.a. Amytal);
 - (B) butalbital (a.k.a. Fiorinal, Fioricet);
 - (C) pentobarbital (a.k.a. Nembutal);
 - (D) secobarbital (a.k.a. Seconal; NOTE: Amobarbital and secobarbital combination to form Tuinal).
- (8) benzodiazepines:
 - (A) diazepam (a.k.a. Valium);
 - (B) chlordiazepam (a.k.a. Librium);
 - (C) alprazolam (a.k.a. Xanax);
 - (D) clorazepate (a.k.a. Tranxene); and
- (9) methaqualone (a.k.a. Quaalude, Parest, Sopor).
- (10) Any other substance approved for testing by the Commissioner of Health of the Oklahoma State Department of Health (OSDH).

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

377:3-11-7. Testing methods

- (a) Tests will be conducted by an outside testing facility according to Drug and Alcohol Testing Rules of Oklahoma State Department of Health (OSDH).
- (b) **Drug testing.** Drug testing shall be performed on urine samples or by other methods approved by OSDH.
- (c) **Alcohol testing.** Initial testing shall be performed on blood, breath, or saliva or by other methods approved by OSDH. Confirmation testing shall be performed on breath or blood or by other methods approved by OSDH. Rehabilitation/post-rehabilitation alcohol tests may be performed on urine or by other methods approved by OSDH.

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

377:3-11-8. Collection procedures

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

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

377:3-11-9. Consequences of refusal

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

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

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

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

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

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

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

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

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

377:3-11-11. Job applicant and employee opportunities**(a) Explanation of test results.**

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

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

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

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

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

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

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

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

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

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

377:3-11-12. Severability

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

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

DRAFT

SUBCHAPTER 3. OJA-OPERATED GROUP HOMES

377:30-3-1. Administration [REVOKED]

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 15 Ok Reg 2706, eff 7-1-98; Amended at 16 Ok Reg 3004, eff 7-12-99; Revoked at 23 Ok Reg 2769, eff 7-1-06]

377:30-3-2. Organization

In order to promote efficiency and provide a clear chain of command from entry-level positions to the group home supervisor, the group home supervisor shall develop a written description and organizational chart which reflects the current structure of authority and accountability within the facility and the agency. Group home staff shall review these documents at least annually and revise as needed.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97]

377:30-3-3. Policies and procedures

In addition to OJA rules, each group home shall develop an operations manual which includes facility goals and specific information to assist staff to effectively perform their duties.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97]

377:30-3-4. Monitoring reports

To ensure the efficiency, safety, sanitation, and condition of the group home program, regular and routine reports, audits, and inspections shall occur and be reviewed by the group home supervisor or designee.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 15 Ok Reg 2706, eff 7-1-98]

377:30-3-5. Fiscal management

(a) Fiscal policies for OJA shall be developed by the OJA Office of Finance, in accordance with state laws and regulations. The group home supervisor shall ensure that the fiscal policies relate to the goals and objectives of the group home program. Fiscal policies are used as guidelines to improve program efficiency and measure goal achievement.

(b) Group home fiscal operations shall be audited annually by an independent auditor.

(c) Juvenile fund accounts shall be established to discourage theft and the inappropriate use of cash that could present control problems. Staff shall set up accounts to teach juveniles about earnings and savings.

(d) The group home supervisor shall develop procedures for internal control and monitoring of accounting procedures to ensure the safekeeping of all facility funds and require continual monitoring of fiscal activities. Fiscal policies require internal control of:

- (1) petty cash;
- (2) staff bonding;

- (3) signature control for checks and vouchers; and
- (4) annual reporting to OJA regarding the group home's fiscal activities.
- (e) Staff shall be covered by insurance at all times while in performance of their duties.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 15 Ok Reg 2706, eff 7-1-98; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-6. Human resources management

The group home supervisor shall comply with OJA Office of Human Resource Management rules set forth in OAC 377:3-5 and the Oklahoma Merit System rules in selecting, retaining, and promoting staff. Volunteers, consultants, and contract personnel shall abide by all group home rules, policies, and procedures, especially those rules, policies, and procedures on confidentiality of information.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99; Amended at 17 Ok Reg 3141, eff 7-27-00]

377:30-3-7. Employee grievances

The group home supervisor shall strongly encourage that relationships between supervisors and staff are mutually respectful. When differences occur, resolutions shall be as informal as possible. If differences cannot be resolved informally, the employee shall have access to the employee grievance system.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97]

377:30-3-8. Training and staff development

OJA training policies are set forth in group home policy P-30-03-08.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-9. Information and research

The Juvenile On-Line Tracking System (JOLTS) is OJA's system of information collection, storage, retrieval, reporting, and review. Procedures governing access to and use of JOLTS are found in the JOLTS manual.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 17 Ok Reg 3141, eff 7-27-00]

377:30-3-10. Juvenile records

The group home supervisor or designee shall establish for each juvenile an accurate record that is available to authorized personnel, as defined in OAC 377:10-1-7 through 377:10-1-11. The records are maintained and stored in a secure location and contain the following information:

- (1) initial intake form;
- (2) individual service plan including social history, medical records, treatment plan, and any other case information from the referral source;

(3) signed release of information forms, court orders, signed program rules and disciplinary policy, and signed grievance forms;

(4) evaluations and current progress reports; and

(5) any referrals to other agencies and final discharge reports.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-11. Physical plant

To create a safe, healthy, and humane environment, the group home supervisor or designee shall ensure the facility's conformance to the latest requirements of applicable fire, building, health, and zoning codes or ordinances in the design, construction, and operation of the facility. The facility shall meet ACA and applicable licensing requirements for minimum space and living conditions.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-12. Preventative maintenance and housekeeping programs

To provide for emergency repairs, replacement of equipment, and general upkeep, the group home supervisor or designee shall develop a written plan for preventive and ongoing maintenance of the facility.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97]

377:30-3-13. Safety and emergency procedures

(a) **Caustic materials.** The group home supervisor shall maintain strict control of procurement, storage, and inventory of all flammable, toxic, and caustic materials.

(b) **Facility emergency plans.** The group home supervisor or designee shall develop written plans for emergency situations, including fire, medical, weather, and work stoppage. The group home supervisor shall make the emergency procedures available to staff. Staff shall review and update the emergency plans at least annually and submit them to the local authorities. All staff shall be trained in emergency procedures. The emergency plans, showing the location of exits, fire extinguishers, and first aid equipment must be conspicuously posted in the facility. Staff shall conduct and document monthly emergency drills under varied conditions and during hours when the majority of juveniles are in the facility.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 15 Ok Reg 2706, eff 7-1-98]

377:30-3-14. Security and control

(a) Under no circumstances shall a staff member allow a juvenile or juveniles to control other juveniles. Staff shall be responsible for the control of juveniles.

(b) To prevent the possibility of serious injury to staff and juveniles, only the minimal amount of force necessary shall be used at any time. Rules regarding the use of force are set forth in OAC 377:10-1-4.

(c) Staff shall conduct searches no more frequently than necessary to control contraband or to recover lost or stolen property.

(d) To maintain the security of the facility and the safety and privacy of staff and juveniles and their property, the group home supervisor shall develop and implement a key inventory and control system.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 15 Ok Reg 2706, eff 7-1-98; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-15. Food service

(a) Food served in the group home shall be of sufficient quantity and type to meet the nutritional requirements of the residents. Special diets required by residents, as prescribed by medical or dental personnel, are followed.

(b) Should a juvenile's religious beliefs require adherence to religious dietary laws, meals shall be prepared accordingly, if reasonably possible, and shall be prepared and stored in a manner consistent with applicable ACA, health, and licensing standards.

(c) The food service program shall provide a single menu for both staff and juveniles.

(d) The group home staff shall provide food service which ensures the highest possible level of safety and sanitary practices. The group home shall comply with the required state health codes.

[Source: Amended at 16 Ok Reg 3004, eff 7-12-99; Added at 14 Ok Reg 1891, eff 6-2-97]

377:30-3-16. Sanitation and hygiene

(a) The group home supervisor shall provide a method for the regular monitoring of environmental health programs, especially housekeeping practices, water supply, and sanitary practices. The facility shall comply with all applicable federal, state, and local sanitation and health codes.

(b) Waste disposal and pest control programs that conform to appropriate jurisdictional requirements shall provide:

(1) a licensed or trained pest control professional readily available to provide vermin and pest control services; and

(2) liquid and solid waste collection, storage, and disposal in a manner that protects the health and safety of juveniles, staff, and visitors.

(c) Group home staff shall provide each juvenile with adequate bathroom and hair care articles necessary to maintain acceptable standards of personal hygiene and bedding cleanliness.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97]

377:30-3-17. Health care services

(a) The health care program at each group home must be designed to protect and promote the physical and mental well being of residents. Each facility shall secure a written agreement or

contract with a health authority (physician, health administrator or health agency) for the purpose of providing health care of residents.

(b) Each facility shall have a plan for 24-hour emergency medical, dental, and mental health care availability that includes arrangements for the following:

- (1) on-site emergency first aid and crisis intervention;
- (2) emergency evacuation of the juvenile from the facility;
- (3) use of an emergency medical vehicle;
- (4) use of one or more designated hospital emergency rooms or other appropriate health facilities;
- (5) emergency on-call physician, dentist, and mental health professional services when the emergency health facility is not located in a nearby community; and
- (6) security procedures providing for the immediate transfer of juveniles, when appropriate.

(c) Group home staff shall be capable of responding to health-related situations within a four-minute response time. A training program established by the health authority in cooperation with the group home supervisor shall provide the following:

- (1) recognition of signs and symptoms and knowledge of action required in potential emergency situations;
- (2) administration of first aid and cardiopulmonary resuscitation (CPR) and current CPR certification;
- (3) methods of obtaining assistance;
- (4) recognition of signs and symptoms of mental illness, retardation, and chemical dependency;
- (5) procedures for patient transfers to appropriate medical facilities or health care providers; and
- (6) recognition of the signs and symptoms of communicable diseases and information on care for staff and juveniles.

(d) All medical information is confidential pursuant to OAC 377:10-1-4 through 377:10-1-7.

(e) In cases of serious illness, surgery, death or injury, the residents' next-of-kin must be notified immediately, either directly by a group home staff member or through the local worker.

(f) Medication shall be distributed or administered by staff members trained in medication administration in accordance with the physician's orders. Facility staff shall keep records of all medications distributed by facility staff. The group home supervisor or designee shall maintain and audit records monthly.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-18. Juvenile rights

(a) Rules of conduct, juvenile rights, and penalties for infractions of rules shall be in writing. At the time of admission, staff shall review the information with the juvenile and give him or her a written copy. The juvenile shall acknowledge in writing the receipt of the information and the staff member shall verify in writing the receipt and review. Staff shall post the rules of conduct, juvenile rights, and penalties for infractions of rules conspicuously in the facility.

(b) At the time of the juvenile's admission, staff shall advise the juvenile of the grievance procedures set forth in OAC 377:3-1.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-19. Rules and discipline

Rules regarding discipline and use of force are set forth in OAC 377:10-1-3 and 377:10-1-4.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-20. Mail, visits, and telephone

(a) **Mail.** Staff shall provide each resident with access to writing materials and postage for each resident to mail at least two letters per week and additional postage for legal correspondence. Staff shall not open a juvenile's mail. However, staff can require the juvenile to open the letter or package in the presence of staff and staff shall remove any contraband.

(b) **Visits.** Juveniles shall receive approved visitors during normal pre-established visiting hours. However, if staff have substantial evidence that a visit may pose a threat to the safety of the juvenile or the security of the facility, staff shall curtail the visit.

(c) **Phone.** A juvenile shall have access to make and receive phone calls in accordance with group home policy and procedure.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-21. Group home programs

(a) Group home staff shall provide a program designed to enhance the growth and development of each juvenile and meet the juvenile's individual needs. Programs offered at each group home shall include:

- (1) community supervision;
- (2) shelter;
- (3) food services;
- (4) emergency financial assistance, in accordance with the Office of Juvenile Affairs and Department of Human Services financial policies;
- (5) assistance with transportation;
- (6) access to medical and mental health services;
- (7) access to vocational evaluation and training;

- (8) employment counseling and placement, if possible;
- (9) educational training and placement, if possible; and
- (10) independent living assessment and skills.

(b) The group home staff may use community resources, through contract or referral, to develop programs for the juveniles placed in the facility and maintain a current resource manual of evaluated and recommended community agencies to serve juveniles. Since the ultimate objective of the group home staff shall be the reintegration of the juvenile into the community or independent living, staff shall provide the juvenile with opportunities to participate in community and family activities.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 17 Ok Reg 3141, eff 7-27-00]

377:30-3-22. Juvenile admission and release procedures

- (a) Group home staff shall conduct an admission and orientation process immediately following the juvenile's arrival at the facility.
- (b) Pursuant to rules regarding the individual service plan and admission procedures set forth in OAC 377:10-1-9 and 377:10-9-2, the group home staff and JSU juvenile justice specialist shall initiate the development of the juvenile's discharge plan upon admission.
- (c) The grand staffing process set forth in OAC 377:10-9-10 through 377:10-9-19 may be utilized for release of juveniles.

[Source: Added at 14 Ok Reg 1891, eff 6-2-97; Amended at 16 Ok Reg 3004, eff 7-12-99]

377:30-3-23. Volunteers

Rules regarding volunteers are set forth in OAC 377:3-1.

Daily Placement Census				(Facility Name)						(Date)		
No. of Beds	Youth Name	Age	JOLTS #	Referral Date	Admit Date	Projected D/C Date	Actual D/C Date	D/C Reason	Date AWOL	OJA Worker	County	Facility Therapist
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												

Email to: jeremy.evans@oja.ok.gov; compliance.bever@oja.ok.gov

WRAT Record #1								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #2								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #3								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #4								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #5								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #6								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #7								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #8								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST				POST-TEST		
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #9								
Name:								

Facility: JOLTS #	OKLAHOMA JUVENILE				Admission Date		Discharge Date	Attachment E
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #10								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #11								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #12								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #13								
Name:								

Facility: JOLTS #	OKLAHOMA JUVENILE				Admission Date		Discharge Date	Attachment E
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #14								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #15								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

WRAT Record #16								
Name:								
JOLTS #					Admission Date		Discharge Date	
DOB								
		PRE-TEST					POST-TEST	
SCORES	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent	Raw-Score	Standard Score	Grade Equivalent	Normal Curve Equivalent
Reading								
Spelling								
Arithmetic								
Date Administered								

Office of Juvenile Affairs Attachment F

Monthly Report

(Facility Name)

Month/Year: _____

# of Grievances Submitted (attach log)	
# of Admissions (include last names)	
# of Discharges (include last names)	
# of AWOLs (include last names)	
% of Bed Utilization	
Youthful Offenders (New, include last names)	
Census as of last day of month	
# WRAT Tests - Pre & Post	

Administrative/Professional Vacant Position(s)	Date Open:		Position:	
---	---------------	--	-----------	--

# of Critical Incidents (attach Critical Incident Report Log):	
---	--

# of Medical/Dental/Vision/etc Appointments (attach Medical Appointment & Medication Log)	
--	--

# of Restraints (attach Physical Intervention Report Log):	
---	--

# of Drug Tests:		# Positive:		# Negative:	
------------------	--	-------------	--	-------------	--

System Concerns/Special Needs:

Program Highlights:

Job Orientation - ILS Curriculum		
Category	# of Hours Provided this Month	# of Residents
Personal Health & Hygiene		
Maintenance of the Living Environment, including Food Preparation		
Money Management		
Job Skills Readiness, Acquisition & Retention		
Community Awareness & Mobility, Including the Use of Community Resources		
Socialization Skills & Techniques, including Communications		

OCA Referral's						
Type	Total Allegations	Pending CCR's	Pending Investigations	# Confirmed	# Not Confirmed	Ruled Out
Neglect						
Mistreatment						
Abuse						
Misconduct						

Exhibit A

Services	Definition	Requirements & Standards	Rate(s)
<u>RS2023-002-001(a)</u> Level E – Incentive A	OJA Contract Section V. Part D. Placement Procedures states: Contractor agrees to immediately notify the OJA Placement Coordinator of vacant beds via daily census at fax number (405) 526-2897 or by e-mail. Vacant beds shall be available on demand to OJA.	Vacant Bed is available for use prior to 5:00pm on the next day	<u>RS2023-002-001(a)</u> \$12 per bed per day

This rate was ending 09/30/2025 but will be extended through 06/30/2026.

Services	Definition	Requirements & Standards	Rate(s)
RS2023-002-001(b) Level E – Incentive B	<p>The Residential Behavior Management System (RBMS) treatment components, as stated in Oklahoma Health Care Authority Coverage by Category Rule, OHA and contractual requirements. See OAH 317:30-5-1043(b)(3).</p> <ol style="list-style-type: none"> 1. Individual plan of care and development maintained as required. For Youthful Offenders this will include their Court approved rehabilitation plan, in accordance with 10A O.S. § 2-5-208A. 2. Therapy <ol style="list-style-type: none"> a. Group – 1 hour per week, b. Individual – 1 hour per week, c. Alcohol and other drug, and d. Family Counseling 3. Basic Living Skills/Life Skills 4. Social Skills – 3 hours per week 	Substantial compliance, 98% compliance, with RBMS requirements – although a contractual requirement, this incentive goes above and beyond normal compliance	RS2023-002-001(b) \$12 per bed per day

This rate was ending 09/30/2025 but will now be extended until 06/30/2026 but at a revised Rate of \$4.75 per bed per day.

Services	Definition	Requirements & Standards	Rate(s)
<u>RS2023-002-001(c)</u> Level E – Incentive C	Absent Without Leave (AWOL) is defined as an OJA placed youth being away from the facility without prior authorization for more than 24 hours. Completion of Program means: 1. Complete, at a minimum, 85% of the Individualized Plan of Care Development 2. Youth makes positive improvements in on their educational goals	1. 85% program completion 2. No AWOLS – OJA will review all AWOLs and discretion will be utilized if AWOL occurred outside of Level E jurisdiction	<u>RS2023-002-001(c)</u> \$12 per bed per day

This rate was ending 09/30/2025 but will be extended through 06/30/2026.

Services	Definition	Requirements & Standards	Rate(s)
<u>RS2023-002-001(d)</u> Level E- Incentive D		Program achieves Levels A, B, and C for a month	<u>RS2023-002-001(d)</u> \$2000 per month

DRAFT

OJA has tried to maintain fair and equitable rates. OJA built in an incentive to assist but the incentive never has been approved for permanent funding. OJA will continue to request an increase for Level E rates but this incentive will not be funded beyond 9/30/2025.

Please submit any updates to this form throughout the lifecycle of your contract to
procurement@oja.ok.gov

2026

Contractor

Contractor

FEI

Contractor UEI (if applicable)

Contractor Program Physical Address:

Contractor Mailing Address: (if different from above)

Contractor Program Primary Phone Number:

Contractor Fax Number:

Contractor Primary Contact

Office #

Mobile #

E-Mail:

Contractor Director/Executive:

Office #

Mobile #

E-Mail:

Contractor Program Contact

Office #

Mobile #

E-Mail:

Contractor Billing Contact

Office #

Mobile #

E-Mail:

Contractor Board/Commission Chair

Office #

Mobile #

E-Mail:

OJA Primary Program Contact Darian Bennett

Office #

Mobile # 405-693-7288

E-Mail: darian.bennett@oja.ok.gov

Physical Address:

2501 N Lincoln Blvd, Ste 500, Oklahoma City, OK 73105-4508

Mailing Address:

PO Box 268812, Oklahoma City, OK 73126-8812

Submit claims to

accountspayable@oja.ok.gov

Procurement questions

procurement@oja.ok.gov

OHCA Policies and Rules

[OHCA Policies and Rules Main Page](#)

317:30-5-1043. Coverage by category

[Revised 09-14-20]

(a) **Adults.** Residential Behavioral Management Services (RBMS) in group settings are not covered for adults.

(b) **Children.** RBMS in group settings are covered for children as set forth in this subsection.

(1) **Description.** RBMS are provided by Organized Health Care Delivery Systems (OHCDS) for children in the care and custody of the State who have special psychological, behavioral, emotional and social needs that require more intensive care than can be provided in a family or foster home setting. The behavior management services are provided in the least restrictive environment and within a therapeutic milieu. The group setting is restorative in nature, allowing children with emotional and psychological problems to develop the necessary control to function in a less restrictive setting. RBMS are reimbursed in accordance with established rate methodology as described in the Oklahoma Medicaid State Plan. It is expected that RBMS in group settings are an all-inclusive array of treatment services provided in one (1) day. In the case of a child who needs additional specialized services, under the Rehabilitation Option or by a psychologist, prior authorization by the OHCA or designated agent is required. Only specialized rehabilitation or psychological treatment services to address unique, unusual or severe symptoms or disorders will be authorized. If additional services are approved, the OHCDS collaborates with the provider of such services as directed by the OHCA or its agent. Any additional specialized behavioral health services provided to children in state custody are funded in the normal manner. The OHCDS must provide concurrent documentation that these services are not duplicative. The OHCDS determines the need for RBMS.

(2) **Medical necessity criteria.** The following medical necessity criteria must be met for RBMS.

(A) Any Diagnostic and Statistical Manual of Mental Disorders (DSM) primary diagnosis, with the exception of V codes, with a detailed description of the symptoms supporting

the diagnosis. A detailed description of the child's emotional, behavioral and psychological condition must be on file.

(B) The child is medically stable and not actively suicidal or homicidal and not in need of substance abuse detoxification services.

(C) It has been determined by the OHCDs that the current disabling symptoms could not have been or have not been manageable in a less intensive treatment program.

(D) Documentation that the child's presenting emotional and/or behavioral problems prevent the child from living in a traditional family home. The child requires the availability of twenty-four (24) hour crisis response/behavior management and intensive clinical interventions from professional staff.

(E) The agency which has permanent or temporary custody of the child agrees to active participation in the child's treatment needs and planning.

(F) All of the medical necessity criteria must also be met for continued stay in residential group settings.

(3) Treatment components.

(A) **Individual plan of care development.** A comprehensive individualized plan of care for each resident shall be formulated by the provider agency staff within thirty (30) days of admission, for intensive treatment services (ITS) level within seventy-two (72) hours, with documented input from the agency which has permanent or temporary custody of the child and when possible, the parent. This plan must be revised and updated at least every three (3) months, every seven (7) days for ITS, with documented involvement of the agency which has permanent or temporary custody of the child. Documented involvement can be written approval of the individual plan of care by the agency which has permanent or temporary custody of the child and indicated by the signature of the agency case worker or liaison on the individual plan of care. It is acceptable in circumstances where it is necessary to fax a service plan to someone for review and then have him/her fax back his/her signature; however, the provider obtains the original signature for the clinical file within thirty (30) days. No stamped or Xeroxed signatures are allowed. An individual plan of care is considered inherent in the provision of therapy and is not covered as a separate item of behavior management services. The individual plan of care is individualized taking into account the child's age, history, diagnosis, functional levels, and culture. It includes appropriate goals and time limited and measurable objectives. Each member's

individual plan of care must also address the provider agency's plans with regard to the provision of services in each of the following areas:

(i) Group therapy;

(ii) Individual therapy;

(iii) Family therapy;

(iv) Alcohol and other drug counseling;

(v) Basic living skills redevelopment;

(vi) Social skills redevelopment;

(vii) Behavior redirection; and

(viii) The provider agency's plan to access appropriate educational placement services. (Any educational costs are excluded from calculation of the daily rate for behavior management services.)

(B) Individual therapy. The provider agency must provide individual therapy on a weekly basis with a minimum of one (1) or more sessions totaling one (1) hour or more of treatment per week to children and youth receiving RBMS in group homes. Individual therapy must be age appropriate and the techniques and modalities employed relevant to the goals and objectives of the individual's plan of care. Individual counseling is a face-to-face, one-to-one service, and must be provided in a confidential setting.

(C) Group therapy. The provider agency must provide group therapy to children and youth receiving RBMS. Group therapy must be a face-to-face interaction, age appropriate and the techniques and modalities employed relevant to the goals and objectives of the individual's plan of care. The minimum expected occurrence would be one (1) hour per week in group homes. Group size should not exceed six (6) members and group therapy sessions must be provided in a confidential setting. Thirty (30) minutes of individual therapy may be substituted for one (1) hour of group therapy.

(D) Family therapy. Family therapy is a face-to-face interaction between the therapist/counselor and family, to facilitate emotional, psychological or behavioral changes and promote successful communication and understanding. The provider

agency must provide family therapy as indicated by the resident's individual plan of care. The agency must work with the caretaker to whom the resident will be discharged, as identified by the OHCDs custody worker. The agency must seek to support and enhance the child's relationships with family members (nuclear and appropriate extended), if the custody plan for the child indicates family reunification. The RBMS provider must also seek to involve the child's parents in treatment team meetings, plans and decisions and to keep them informed of the child's progress in the program. Any service provided to the family must have the child as the focus.

(E) Alcohol and other drug abuse treatment education, prevention, therapy. The provider agency must provide alcohol and other drug abuse treatment for residents who have emotional or behavioral problems related to substance abuse/chemical dependency, to begin, maintain and enhance recovery from alcoholism, problem drinking, drug abuse, drug dependency addiction or nicotine use and addiction. This service is considered ancillary to any other formal treatment program in which the child participates for treatment and rehabilitation. For residents who have no identifiable alcohol or other drug use, abuse, or dependency, age appropriate education and prevention activities are appropriate. These may include self-esteem enhancement, violence alternatives, communication skills or other skill development curriculums.

(F) Basic living skills redevelopment. The provider agency must provide goal-directed activities designed for each resident to restore, retain, and improve those basic skills necessary to independently function in a family or community. Basic living skills redevelopment is age appropriate and relevant to the goals and objectives of the individual plan of care. This may include, but is not limited to food planning and preparation, maintenance of personal hygiene and living environment, household management, personal and household shopping, community awareness and familiarization with community resources, mobility skills, job application and retention skills.

(G) Social skills redevelopment. The provider agency must provide goal-directed activities designed for each resident to restore, retain and improve the self-help, communication, socialization, and adaptive skills necessary to reside successfully in home and community based settings. These are age appropriate, culturally sensitive and relevant to the goals of the individual plan of care. For ITS level of care, the minimum skill redevelopment per day is three (3) hours. Any combination of basic living skills and social skills redevelopment that is appropriate to the need and developmental abilities of the child is acceptable.

(H) Behavior redirection. The provider agency must be able to provide behavior redirection management by agency staff as needed twenty-four (24) hours a day, seven (7) days per week. The agency must ensure staff availability to respond in a

crisis to stabilize residents' behavior and prevent placement disruption. In addition, ITS group homes will be required to provide crisis stabilization interaction and treatment for new residents twenty-four (24) hours a day, seven (7) days a week.

(4) **Providers.** For eligible RBMS agencies to bill the OHCA for services provided by their staff for behavior management therapies (individual, group, family) as of July 1, 2007, providers must have the following qualifications:

(A) Be licensed in the state in which the services are delivered as a licensed psychologist, social worker (clinical specialty only), professional counselor, marriage and family therapist, or behavioral practitioner, alcohol and drug counselor or under Board approved supervision to be licensed in one (1) of the above stated areas; or

(B) Be licensed as an advanced practice registered nurse (APRN) certified in a psychiatric mental health specialty, and licensed as a registered nurse (RN) with a current certification of recognition from the Board of Nursing in the state in which services are provided; and

(C) Demonstrate a general professional or educational background in the following areas:

(i) Case management, assessment and treatment planning;

(ii) Treatment of victims of physical, emotional, and sexual abuse;

(iii) Treatment of children with attachment disorders;

(iv) Treatment of children with hyperactivity or attention deficit disorders;

(v) Treatment methodologies for emotionally disturbed children and youth;

(vi) Normal childhood development and the effect of abuse and/or neglect on childhood development;

(vii) Treatment of children and families with substance abuse and chemical dependency disorders;

(viii) Anger management; and

(ix) Crisis intervention.

(D) Staff providing basic living skills redevelopment, social skills redevelopment, and alcohol and other substance abuse treatment, must meet one (1) of the following areas:

(i) Bachelor's or master's degree in a behavioral health related field including but not limited to, psychology, sociology, criminal justice, school guidance and counseling, social work, occupational therapy, family studies, alcohol and drug; or

(ii) Currently licensed and in good standing as an RN in the state in which services are provided; or

(iii) Certification as an alcohol and drug counselor to provide substance abuse rehabilitative treatment to those with alcohol and/or other drug dependencies or addictions as a primary or secondary DSM diagnosis; or

(iv) Current certification as a behavioral health case manager from the Oklahoma Department of Mental Health and Substance Abuse (ODMHSAS) and meets OHCA requirements to perform case management services, as described in Oklahoma Administrative Code (OAC) 317:30-1-240 through 317:30-5-249.

(E) Staff providing behavior redirection services must have current certification and required updates in nationally recognized behavior management techniques, such as Controlling Aggressive Patient Environment (CAPE) or MANDT. Additionally, staff providing these services must receive initial and ongoing training in at least one (1) of the following areas:

(i) Trauma-informed methodology;

(ii) Anger management;

(iii) Crisis intervention;

(iv) Normal child and adolescent development and the effect of abuse;

(v) Neglect and/or violence on such development;

(vi) Grief and loss issues for children in out of home placement;

(vii) Interventions with victims of physical, emotional and sexual abuse;

(viii) Care and treatment of children with attachment disorders;

(ix) Care and treatment of children with hyperactive, or attention deficit, or conduct disorders;

(x) Care and treatment of children, youth and families with substance abuse and chemical dependency disorders;

(xi) Passive physical restraint procedures; or

(xii) Procedures for working with delinquents or the Inpatient Mental Health and Substance Abuse Treatment of Minors Act.

(F) In addition, behavior management staff must have access to consultation with an appropriately licensed mental health professional.

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