



**FY2023-FY2025 Contract
Fixed Rate Level E Group Home
MASTER CONTRACT**

(Contractor Name and Program)

Rachel C. Holt, Executive Director

**Greg Delaney, Deputy Director
Community Based Support**

Jeremy Evans, Program Manager

Master 2023/25-285

**Attachments A: OAC 377:3-11-1 through 377:3-11-12
Attachment B: OAC 377:30-3-1 through 377:30-3-23
Attachment C: Census Report
Attachment D: WRAT log
Attachment E: Monthly Report
Attachment F: Incentive Pay**

**Exhibit A: OHCA Rules for RBMS
Exhibit B: Schedule of Payments**

**OFFICE OF JUVENILE AFFAIRS
 FY2023 - FY2025 LEVEL E CONTRACT
 TABLE OF CONTENTS**

I. CONTRACT PERIOD 1

A. RENEWAL PROCESS 2

II. COMPENSATION 2

A. PLANNED LEAVE PAID BED LIMIT 2

B. LIQUIDATED DAMAGES..... 2

C. MONTHLY CLAIMS..... 3

D. TITLE XIX COST REPORT 4

III. GENERAL TERMS AND CONDITIONS 4

A. APPEAL 4

B. ASSIGNMENT AND SUBCONTRACTING 4

C. AUDIT..... 4

D. CIVIL RIGHTS 5

E. COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS..... 5

F. EXTENSION OPTION 6

G. CONTRACT MODIFICATION 6

H. CERTIFICATIONS 7

I. *Debarment, or Suspension*..... 7

I. DRUG-FREE WORKPLACE 7

J. DUPLICATE BILLING PROHIBITION..... 7

K. EMPLOYMENT RELATIONSHIP 7

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)..... 7

M. INDEMNITY 8

N. INSURANCE 8

O. NO GRANT OF AUTHORITY. 8

P. MONITORING AND FINANCIAL COMPLIANCE REVIEW..... 8

Q. OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007..... 9

R. CONFIDENTIALITY 9

S. PRIOR UNMET CONTRACTUAL OBLIGATIONS 9

T. RECORDS 9

U. RESPONSIBILITY FOR ACTIONS OF EMPLOYEES..... 9

V. SEVERABILITY 10

W. TAXES..... 10

X. TERMINATION 10

Y. UNALLOWABLE COSTS 11

Z. ELECTRONIC TRANSACTIONS..... 11

IV. SPECIAL TERMS AND CONDITIONS 11

A. INCOME/EXPENDITURES FROM ALL SOURCES..... 11

B. COMMUNICABLE DISEASE POLICY AND PROCEDURE 11

C. COMPLIANCE WITH RULES..... 11

I.	<i>Levels of Care System standards defined by:</i>	11
D.	CONFIDENTIALITY	12
E.	CONFLICT OF INTEREST.....	12
F.	ADDITIONAL RECORDS RETENTION REQUIREMENTS	12
G.	REPORTING CHILD ABUSE OR NEGLECT	12
H.	PROHIBITED RESIDENT DISCIPLINE	13
I.	ACCESS TO PROFESSIONAL CONSULTATION.....	13
J.	EMPLOYEE DISPUTE RESOLUTION	13
K.	EMPLOYEE QUALIFICATIONS	13
L.	ENERGY EFFICIENCY.....	13
M.	RESIDENT GRIEVANCE SYSTEM	13
N.	LIABILITY INSURANCE	13
O.	LOBBYING.....	13
P.	FORCE MAJEURE.....	14
Q.	FACILITY RELOCATION	14
R.	NEW EMPLOYEE ORIENTATION.....	14
S.	NEPOTISM	14
T.	CONTRACTOR PROHIBITED CRIMINAL CONVICTIONS.....	14
U.	RESIDENT RIGHTS	15
V.	STAFF DISCIPLINARY PROCEDURES	15
W.	TAXES.....	15
X.	STAFF TRAINING	15
Y.	TOBACCO USE.....	15
Z.	PRISON RAPE ELIMINATION ACT (P.R.E.A).....	15
V.	PROGRAM REQUIREMENTS	15
A.	MEDICAL CRITERIA FOR PROGRAM ENTRY	16
B.	LISTING OF CHARACTERISTICS.....	16
C.	PLACEMENT AND DISCHARGE AUTHORITY	16
D.	PLACEMENT PROCEDURE	16
E.	PLACEMENT PACKET INFORMATION	16
F.	NON-CUSTODY PLACEMENTS	16
G.	RESIDENT TRANSFERS	17
H.	STAFFING GUIDELINES.....	17
I.	SERVICE PLAN DEVELOPMENT.....	17
J.	THERAPY/COUNSELING SERVICES	17
K.	RECREATIONAL SERVICES	17
L.	EDUCATIONAL SERVICES	18
M.	EMPLOYMENT SERVICES.....	18
N.	USE OF FORCE/RESTRAINTS/CONFINEMENT	18
O.	ADMINISTRATIVE RULES	19
P.	SERIOUS INCIDENTS DEFINITIONS/NOTIFICATIONS	19
Q.	GENERAL CHILD CARE REQUIREMENTS.....	20
R.	REPORTING REQUIREMENTS	20
S.	PROVISION OF SERVICES LOCATION.....	21
T.	MEDICAL SERVICES	21
U.	RESTRICTED REGISTRY EMPLOYEE NOTIFICATION REQUIREMENTS	21

VI. SIGNATURES.....	21
NON-COLLUSION CERTIFICATION.....	23
ATTACHMENTS A: OAC 377:3-11-1 THROUGH 377:3-11-12	24
ATTACHMENT B: OAC 377:30-3-1 THROUGH 377:30-3-23.....	25
ATTACHMENT C: CENSUS REPORT.....	26
ATTACHMENT D: WRAT LOG.....	27
ATTACHMENT E: MONTHLY REPORT.....	28
ATTACHMENT F: INCENTIVE BASED PAY EXHIBIT A: OHCA RULES FOR RBMS	29
EXHIBIT B: SCHEDULE OF PAYMENTS	31

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

This agreement, consisting of 31 pages (the “Contract”), is hereby made between the Office of Juvenile Affairs (“OJA”) and

**Contractor
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 the latter of July 1, 2022, or date of execution, to June 30, 2023, with option to renew for two consecutive 12-month periods. Work done before the effective date of the Contract is at the Contractor’s risk.

1st Renewal Option Period: FY24 July 1, 2023 – June 30, 2024

2nd Renewal Option Period: FY25 July 1, 2024 – June 30, 2025

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 one hundred ninety-two dollars and thirty-one cents (**\$192.31**) per bed per day less any Budget Adjustment as indicated in Exhibit B. The total amount shall not exceed the amount indicated in Exhibit B for beds reserved for the exclusive use of OJA. Contractor agrees to maintain current banking information at the Office of Management and Enterprise Services (OMES) to provide for payment by electronic funds transfer.

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, if 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

If for any reason, Contractor denies or is unable to grant access to beds specific to this Contract, OJA will deduct the daily rate for each contracted bed that is unavailable for OJA's use.

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 Office of 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. Note: New Language in highlighted section.

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.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

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

B. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

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

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

3. Subcontract Modification

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

C. Audit

1. Federal Funds

a). In accordance with 2 CFR 200.501(a) a non-Federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

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

c) In accordance with 2 CFR 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

2. State Funds

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

3. Auditor Approval and Audit Distribution

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

Contractor shall submit an electronic copy of the annual audit report to OJA via email to audits@oja.ok.gov with a copy, if applicable, of the management letter to all audit findings within six (6) months of Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to the email address listed in this paragraph for an extension citing the reason for the delay. The Office of Juvenile Affairs reserves the right to suspend payment to Contractor for costs owed pursuant to this Contract if OJA has not received Contractor's audit for the previous fiscal year.

D. Civil Rights

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

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, military status, disability or any other lawfully protected status after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA to be forwarded to the appropriate authorities. Contractor also agrees to immediately notify OJA's Advocate General of any and all civil rights complaint(s) by persons receiving services under this Contract; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

E. Compliance with Laws, Statutes, and Regulations

Contractor and any subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are

applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

1. Choice of Law

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

2. Choice of Venue

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

3. Limitation of Liability

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

4. Oklahoma Open Records Act

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

5. Family Educational Rights and Privacy Act

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

F. Extension Option

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

G. Contract Modification

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

H. Certifications

Contractor Certifies to the following:

1. Debarment, or Suspension

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity.
- b) Have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) and
- d) Have not within a three-year period preceding this Contract had one (1) or more public (Federal, State or local) contracts terminated for cause or default.

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

I. Drug-Free Workplace

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

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

J. Duplicate Billing Prohibition

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

K. Employment Relationship

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

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

Contractor, its agents, vendors, officers, and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to

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

M. Indemnity

1. Non-Governmental entities

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

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

2. Governmental entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the *Governmental Tort Claim Act*, 51 O.S. §§ 151-200, Contractor agrees to the extent allowed by law, to indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

N. Insurance

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

O. No Grant of Authority.

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

P. Monitoring and Financial Compliance Review

The Office of Juvenile Affairs, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with Contractor's performance of the services. The Office of Juvenile Affairs shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided at any time during the period such records

are required to be maintained or retained by Contractor. The Office of Juvenile Affairs will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

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

Q. Oklahoma Taxpayer and Citizen Protection Act of 2007

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

R. Confidentiality

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

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

S. Prior Unmet Contractual Obligations

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

T. Records

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

U. Responsibility for Actions of Employees.

The parties intend that each shall be responsible for its own intentional acts and negligent acts or omissions to act. OJA shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma

Governmental Tort Claims Act, 51 O.S. §§ 151 et seq. Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

V. Severability

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

W. Taxes

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

X. Termination

1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) day written notice of the termination. Notice may be provided via electronic (email) transmission of notice on letterhead.

2. For Cause

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

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

3. Termination/ Contract Reduction Due to Lack of Funding

The Office of Juvenile Affairs may terminate this Contract in the event that OJA is not granted funding to pay for the services herein described, or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA.

The Office of Juvenile Affairs shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice. In the event of such insufficiency, Contractor will be provided at least fifteen (15) calendar days' written notice of termination.

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

Y. Unallowable Costs

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

Z. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

IV. SPECIAL TERMS AND CONDITIONS**A. 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 DHS 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 DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-145 through 340:110-3-169.

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 DHS 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 DHS 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 DHS 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 DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.2 and the prohibited disciplinary actions as listed in OJA Rule 377:10-1-3(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 DHS 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 DHS 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 Department of Humans Services (DHS) 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 DHS 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 DHS 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 DHS 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 DHS 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.

V. PROGRAM REQUIREMENTS

Contractor shall provide primary residential care and treatment to a maximum capacity of 16 beds for male 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. §2-5-209 regarding court authorization to retain custody of juveniles and youthful offenders to age 19. Under the provision of DHS 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. 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).

B. 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.

C. 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.

D. Placement Procedure

Contractor agrees to immediately notify the OJA Placement Coordinator of vacant beds via daily census at fax number (405) 530-2897 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.

E. Placement Packet Information

At the time of the new resident's admission to Contractor's program, OJA's Juvenile Services Unit (JSU) worker will provide Contractor with all of the documents and information listed in the OJA JSU-29 form, "Placement Packet Checklist."

F. 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.

G. 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.

H. Staffing Guidelines

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

I. Service Plan Development

Contractor shall conform to the provisions contained in DHS 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.

J. 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 strongly recommended to occur on non-consecutive days of the week, because the treatment is more effective when spaced out.

Contractor will need to contact the resident family within thirty (30) days of their admission to establish communication and schedule family sessions. Family sessions are strongly recommended frequently as needed by OJA and the Court system.

K. Recreational Services

Contractor is responsible for complying with the provisions of DHS 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.

L. Educational Services

Contractor shall adhere to the DHS 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.

M. 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.

N. Use of Force/Restraints/Confinement

Contractor shall adhere to the DHS 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.

O. Administrative Rules

Contractor is responsible for adhering to the provisions that address emergency procedures in the following DHS 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)(5)	[Fire & Emergency keys]

In addition, the Contractor shall develop written plans for emergency situations that are compatible with the DHS 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.

P. 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 DHS Requirements, OAC 340:110-3-152(f)(1-3). A serious incident is defined by DHS 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 DHS 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.

Q. 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.

Automatic discharge shall occur in the event any resident has been absent without leave (AWOL) from the facility in excess of five (5) days.

R. Reporting Requirements

Contractor shall submit a monthly report to the OJA Director of Juvenile 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.

S. Provision of Services Location

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

Lawton Boys Group Home, 824 SE 2nd St.
Lawton, OK 73501

T. 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.

U. 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 Office of Juvenile Affairs may result in the individual being placed on the Restricted Registry per 10 O.S. § 405.3

VI. SIGNATURES

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

OFFICE OF JUVENILE AFFAIRS

ORION SERVICES OF SOUTHWEST OKLAHOMA

Greg Delaney, Deputy Director

Date

Date

Non-Collusion Certification

Attachments A: OAC 377:3-11-1 through 377:3-11-12

Attachment B: OAC 377:30-3-1 through 377:30-3-23

Attachment C: Census Report

Attachment D: WRAT log

Attachment E: Monthly Report

Attachment F: Incentive Based Pay

Exhibit A: OHCA Rules for RBMS

Exhibit B: Schedule of Payments