

CHILDREN'S EMERGENCY RESOURCE CENTER

THIS AGREEMENT is made and entered into on this 1st day of July, 2023, by and between the City of Lawton, Oklahoma, a municipal corporation, (hereinafter "City") and the Marie Detty Youth and Family Service Center, Inc., (hereinafter "Agency").

WHEREAS, the City of Lawton has provided funding during previous fiscal years for the establishment and operation of a program and services for juvenile offenders;

WHEREAS, the City desires to continue operation of the juvenile intervention program utilizing the Agency's shelter for juveniles.

NOW THEREFORE, in consideration of the funding provided herein, and other mutual promises, obligations, covenants, terms and conditions hereinafter set forth, the parties hereby agree as follows:

I. AGENCY SCOPE OF SERVICES

- A. The Agency shall, in a professional and competent manner, in accordance with State law and the guidelines and requirements hereinafter set forth and by the State of Oklahoma Office of Juvenile Affairs, continue to operate and manage an intervention program for juveniles within the City. At a minimum, the Agency will perform the following major functions to continue the program at the shelter:
 - 1. Accept eligible youth charged with any non-detention eligible offense for which admission to a shelter is authorized under State law.
 - 2. Offer an assessment and counseling services for each youth and his/her current family and education status to the extent permitted by State law and implementing guidelines.

3. Enter demographic information and data on the statewide Juvenile On-Line Tracking System (JOLTS) in accordance with the provisions of Section IV below.
 4. Notify the parent, guardian, or responsible adult to pick up their child.
 5. Release youth to parent, guardian, or responsible adult (with signed Promise to Appear in appropriate Court) or secure a temporary placement.
- B. The Agency shall provide all personnel, equipment, and supplies necessary and appropriate to staff and operate the intervention program 24 hours a day, 7 days a week. All personnel will be adequately trained in the handling of juvenile offenders. Qualified professionals will be available to provide assessments and individual counseling, parent-child counseling, substance abuse counseling, and psychological services.
- C. To ensure the safety of the staff and the youth, the Agency will maintain a Juvenile-to-staff ratio of not more than 8:1. Shelter staff shall maintain strict order and control of the facility.
- D. The Agency may complete an assessment of each youth to the extent permitted by State law and implementing guidelines. The assessment will include one or more of the following, as appropriate:
1. Family assessment;
 2. Educational assessment;
 3. Substance usage screening; and
 4. Mental status exam.

A more in-depth consensual assessment will be completed after intake if the initial assessment suggests this is necessary. Non-consensual assessments will not be undertaken.

- E. The Agency shall provide counseling to the youth's family on options to assist the family in accessing social or mental health services. The Agency will release the youth to his or her parent(s) or guardian, or make appropriate alternative arrangements.
- F. The following process will be implemented by the parties when juveniles are taken into custody by the police, subject to periodic review and revision as deemed necessary by the parties' representatives:

The following general procedures should occur when a Juvenile is detained.

After a Juvenile is arrested by the Lawton Police Department:

- 1. The Juvenile Bureau will be contacted by police department personnel and briefed on the events leading up to the arrest and any other relevant information concerning the Juvenile.
- 2. The Juvenile Bureau will advise the arresting officer to:
 - a. Pursuant to Okla. Stat. tit. 10A § 2-2-101, issue a citation to the Juvenile and release the Juvenile to the custody of the parent of the child, legal guardian, legal custodian, attorney, or other responsible adult, upon the written promise of such person to bring the child to the court at the time fixed if a petition is to be filed and to assume responsibility for costs for damages caused by the child if the child commits any delinquent acts after being released, regardless of whether or not a petition is to be filed.
 - b. detain and transport the Juvenile to the detention center.
 - c. transport the Juvenile to the shelter.

- d. Obtain identifying information on the Juvenile and his or her parent(s) or legal guardians, file an incident report for potential future follow-up, take no further action regarding the detention or transport of the Juvenile at this time, and .

Once at the Shelter:

1. The police officer and the Juvenile will enter the shelter at the law enforcement entrance.
2. The police officer will leave a copy of the citation.
3. The police officer can then leave the shelter and the shelter staff will assume responsibility for the Juvenile.
4. The Juvenile will then provide the necessary JOLTS information to the Youth Care Worker.
5. The shelter staff will contact the Juvenile's parent(s), legal guardian, legal custodian, attorney, or other responsible adult.
6. The parent(s), legal guardian, legal custodian, attorney, or other responsible adult will arrive at the shelter.
7. The parent(s), legal guardian, legal custodian, attorney, or other responsible adult and the Juvenile will be counseled and briefed about the Juvenile's court intake.
8. Shelter staff will recommend Individual and/or Family counseling.
9. The Juvenile will be released to the parent(s), legal guardian, legal custodian, attorney, or other responsible adult pending court intake.

II. SHELTER ADMISSIONS ELIGIBILITY

- A. Notwithstanding the provisions above concerning the procedures for when a Juvenile is arrested, an officer, in his or her own discretion, may take a Juvenile to the shelter.

- B. The shelter will be available for Juveniles taken into custody by law enforcement officers that are shelter eligible. The parent or guardian may not bring their child to the shelter for assessment services except for follow-up in connection with the child having been taken into custody and brought to the shelter by the police.
- C. Juveniles arrested within the City of Lawton for offenses authorized under State law and who are not being put into detention may be eligible to be processed through the shelter. In determining whether admission to the shelter is warranted, the arresting officer or his or her supervisor will consider the advice and/or recommendation of the Juvenile Bureau, the attitude of the Juvenile and/or parent(s)/guardian, any concerns about a lack of parental responsibility, availability of a parent or guardian, any prior criminal record of the Juvenile, if known, and the seriousness of the alleged offense.
- D. Officers can bring an unlimited number of Juveniles to the shelter, however the shelter has a maximum capacity of fourteen (14). The Agency will put forth its best efforts to process each Juvenile brought to the facility in an efficient and timely manner without sacrificing the quality of services to be provided. If an officer needs to bring a Juvenile to the shelter and the shelter is at maximum capacity, the Agency will assist officers in trying to locate an alternate placement for the Juveniles.

III. SHELTER FACILITY

In consideration of the funding provided by the City of Lawton for such purposes, the facility shall be adequately furnished, equipped, and maintained to accomplish the goals and objectives of the program and services as set forth herein. The Agency shall

be responsible for all costs of operation and upkeep of the facility, including, but not limited to, utilities, repairs, taxes or other assessments, janitorial service, and insurance.

IV. JUVENILE ONLINE TRACKING SYSTEM (JOLTS)

The Juvenile Online Tracking System (JOLTS), designed by the Office of Juvenile Affairs (OJA) and staff from Youth Services Agencies, is a statewide management information system for all children, youth, and their families served by critical programs and services administered by or contracted by OJA. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's Juvenile Justice system, the Agency shall maintain online access to JOLTS, and shall enter case-specific data into the JOLTS database concerning every client served during the contract period. Each Juvenile processed will be entered by the Agency into JOLTS. Entries will include the initial contact information, as well as any disposition or follow-up conducted with the Juvenile concerning counseling, substance abuse services, psychological services, etc., in accordance with the provisions set forth below.

- A. The Agency's entry of client specific data into JOLTS shall include the following categories of information:
 - 1. Creating client profiles in the database if one does not already exist in JOLTS.
 - 2. Adding referral information and updating demographic information.
 - 3. Adding and updating screening information.
 - 4. Adding and updating admission information.
 - 5. Adding and updating release information.
 - 6. Adding and updating disposition and follow-up information.

B. Agency data entry on JOLTS will be monitored from time to time to ensure timeliness, accuracy, and completeness.

1. **Timeliness:** The Agency shall perform the above data entries in JOLTS within twenty-four (24) hours from time of admission or release of the Juvenile from shelter services.

2. **Accuracy:** JOLTS data entered by the Agency shall concur with the Agency's files regarding a Juvenile's demographic information, referral dates, service dates, and hours and minutes of services.

3. **Completeness:** JOLTS data entered by the Agency shall consist of a complete log of all clients served by all programs and services described by this contract. Entered data will also concur with Agency case files regarding all clients served by all programs and services during the contract.

C. Any issues preventing data entry into JOLTS or with accessing the online system shall be immediately reported by the Agency to the appropriate Information Technology personnel in order to expedite the resolution of the issue(s) as soon as reasonably possible.

V. **FUNDING**

A. In consideration of the development, operation, and management of the program and services set forth in the Agreement, the City shall provide to the Agency funding in the amount of seventy thousand dollars (\$70,000.00), and in-kind legal services, from its own resources.

B. Payment of the funds will be made in accordance with the written authorization by the City on a monthly basis or upon receipt of properly completed invoices. Billing shall be submitted in the format and in

accordance with the procedures prescribed by the City. By law, the City cannot pay in advance of receipt of services.

- C. In the event that any cost items claimed by the Agency and paid by the City are subsequently disallowed by the City as an allowable cost item of the contract, the Agency shall repay, on demand, the amount of any such disallowed item(s). The Agency maintains the right to seek to establish the allowability of any such item, however the City shall make the ultimate determination as to any disputed items. At the discretion of the City, such amounts may be deducted from subsequent payments to be made to the Agency. Any amounts so deducted shall not be a basis for sacrificing the quality or quantity of services that would have otherwise been provided had the amount(s) not been deducted. The Agency shall use its own financial resources to offset any deducted amounts.
- D. Due to possible future reductions in City appropriations, the City cannot guarantee the continued availability of funding for this contract, notwithstanding the considerations stated above. In the event funds provided by the City to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the City may terminate the contract or reduce the amount of funding upon thirty (30) days' written notice to the Agency. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in funding shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later, provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in funding, the Agency may cancel this contract as of the effective date of the proposed reduction upon the provision of thirty (30) days' written notice to the City.

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

VI. BOOK AND RECORD KEEPING AND AUDIT REQUIREMENTS

- A. The Agency shall maintain sufficient books, records, ledgers and documentation for the purpose of inspection, monitoring, auditing, and evaluating expenditures. Financial records will accurately account for the revenues and related expenditures per approved budget by the City and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of the Agency from all sources. The Agency shall make such books, records, ledgers, and documentation records accessible at reasonable times to representatives of the City for inspection, audit, and certification as City deems necessary. Fiscal and program records shall be maintained during the term of this contract and for a period of seven (7) years following the expiration or early termination of this contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year time period, the records shall 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 period, whichever is later.
- B. The City, 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 the City, Agency shall provide all reasonable assistance necessary. All inspections, investigations, or

evaluations shall be performed in such manner as will not unduly interfere with the Agency's performance of the services. The City shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Agency. The City will not impose an unreasonable administrative burden on Agency. Agency shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

An audit of the Agency's financial records shall be performed by a certified 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. The City retains the authority to examine the work papers of said auditor.

The Agency shall submit two copies of the annual Audit Report to the City, with a copy, if applicable, of the management letter to all audit findings within one hundred and twenty (120) days of the Agency's fiscal year end. Agency shall submit a copy of the Corrective Action Plan to all audit findings within sixty (60) days. In the event the Agency is unable to provide the Audit Report within the time specified, the Agency shall submit a written request to the City for an extension citing the reason for the delay.

VII. COMPLIANCE WITH LAWS RULES AND REGULATIONS

- A. The Agency shall be subject to all applicable City, State, and Federal laws, rules and regulations, and all amendments thereto. The Agency agrees to devote special attention to its responsibilities under State Statutes and implementing regulations. Observance and compliance with the

requirements thereof shall be the responsibility of the Agency without reliance on or direction from the City.

- B. The Agency certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.

The Agency must maintain a policy for testing employees and job applicants for the use of alcohol and illegal drugs, in accordance with State Statutes and Regulations.

- C. The Agency shall be an Equal Opportunity Employer and in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended.
- D. The Agency agrees to meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act.
- E. The Agency shall maintain and operate the shelter in compliance with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to that Act.
- F. The Agency shall comply with requirements pertaining to the protection, use and release of personal information and applicable State laws found in Title 10A of the Oklahoma Statutes, Section 2-6-101 *et seq.* The Agency will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the individual.
- G. The Agency shall at all times comply with (and will require any subcontractors to comply with) any applicable statutorily imposed nondiscrimination requirements. Agency further agrees to comply with applicable terms of the specific following statutes, regulations, and executive orders:

1. Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197;
2. The Victims of Crime Act of 1984, Pub.L. 98-476, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170;
3. The Juvenile Justice and Delinquency Prevention Act of 2002, Pub.L. 107-273, Div. C, Title II, Subtitle B SS 12201 to 12223, Nov. 2, 116 Stat. 1869;
4. The Civil Rights Act of 1964, Pub.L. 88-352, July 2, 1964, 78 Stat. 241 ;
5. The Rehabilitation Act of 1973, Pub.L. 93-112, sept. 26, 1973, 87 Stat. 355;
6. The Americans with Disabilities Act of 1990, Pub.L. 101-336, July 26, 1990, 104 Stat. 327;
7. The Education Amendments of 1972, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
8. The Age Discrimination Act of 1975, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728; and
9. Equal Treatment Regulation 28 C.F.R. Part 38; see Executive Order 13279 (equal protection of the laws for faith-based and community organizations).

The Agency agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color,

religion, national origin, or sex (after a due process hearing) against the Agency or a subcontractor, the Agency will forward a copy of the finding to the City and to OJA to be forwarded to the United States Department of Justice.

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

- H. The Agency, 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. Agency may use the protected health information solely to perform its duties and responsibilities under the Agreement. Agency shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.
- I. The Agency 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 <https://www.e-verify.gov/>.

VIII. INDEPENDENT CONTRACTOR STATUS

The Agency shall furnish the community-based services according to the terms of this Agreement as an independent contractor. The Agency agrees to conduct itself in a manner consistent with such status and further agrees that the Agency, its officials,

agents and employees will neither hold themselves out as, or claim to be, an official, agent or employee of the City by reason of this agreement, and that it will not by reason of this agreement make any claim, demand or application for any benefit, right or privilege afforded to an official, agent or employee of the City, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security benefits, or retirement membership or credit.

IX. INDEMNIFICATION

- A. The Agency shall forever defend, indemnify, and hold harmless the City, their officials, agents, and employees, from and against all losses, liabilities, damages, injuries, claims, actions, demands, costs, and expenses of every kind and nature, including legal fees, arising out of, resulting from or in any way connected with, the Agency's performance under this Agreement, or arising out of, resulting from, or in any way connected with, an act(s) or omission(s) of the Agency, its officials, agents, and employees.

X. INSURANCE

The Agency shall pay for and maintain throughout the entire time this Agreement is in effect a policy of public liability insurance that covers the operation of the facility. Such policy shall provide aggregate coverage in the minimum amount of One Million Dollars (\$1,000,000.00). The Agency shall also obtain, at its own expense, property and casualty insurance in an amount adequate to provide replacement cost coverage for the facility and its contents. The Agency shall provide copies of the insurance policies to the City upon execution of the contract. The insurance policies must name the City of Lawton as additional insured and must contain provisions that the insurance carrier must notify the City of Lawton in writing at least thirty (30) days prior to cancellation or lapse of the insurance policy.

XI. TERMINATION OF AGREEMENT

- A. In the event the Agency fails to meet the terms and conditions of this agreement or fails to provide services in accordance with the agreement, the City may, upon written notice of default to the Agency, immediately terminate the Agreement. Such termination shall not be an exclusive remedy, but shall be in addition to any other rights and remedies as provided by law.
- B. Either party may terminate the Agreement by giving the other party thirty (30) days' written notice of the termination.

XII. TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of July 2023, and end on the 30th day of June 2024. Funding to be provided by the City under the terms herein will be paid from the current fiscal year's appropriations designated for such purpose.

XIII. AMENDMENT OF AGREEMENT

Any modification or amendment(s) to this Agreement must be in writing and agreed to by both parties.

XIV. DISPOSITION OF PERSONAL PROPERTY

Any equipment or other personal property purchased with the funds provided under the terms of this agreement shall be the property of the City, in proportionate shares, and shall be held, maintained, and insured by the Agency for the benefit of the City. Upon termination, for whatever reason, the City may demand the return of such equipment and property at the Agency's sole cost and expense. The Agency shall not relocate or substantially alter such equipment or property without prior notice to and approval of the City. Failure to return the equipment or its cost equivalent shall cause the City to withhold final payments due Agency for services provided under this contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their appropriate officials on the _____ day of _____, 2023.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

MARIE DETTY YOUTH AND FAMILY
SERVICE CENTER, INC.

BY: _____
KERRIE MATHEWS,
EXECUTIVE DIRECTOR

ATTEST:

DWIGHT SHEGOG,
YOUTH SERVICES COORDINATOR

APPROVED as to form and legality this _____ day of _____, 2023.

JOHN M. RATLIFF
CITY ATTORNEY