

CHILDREN'S EMERGENCY RESOURCE CENTER

THIS AGREEMENT is made and entered into on this 1st day of July, 2021, 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 misdemeanor 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:

At Arrest:

1. Juvenile arrested by police.
2. Juvenile Bureau contacted by police (statutory requirement).
3. Bureau will advise to:
 - a) release to parent with citation (Police may use own discretion and take to shelter).
 - b) detain at detention center or jail.
 - c) transport to shelter.
 - d) take no action.

At Shelter:

1. Police-juvenile enter shelter at law enforcement entrance.
2. Police leave written offense/arrest report and citation.
3. Police leave.
4. Juvenile gives JOLTS information to youth care worker.
5. Parent(s)/Guardian contacted.
6. Parent(s)/Guardian arrive.
7. Parent(s)/Guardian and youth counseled and briefed about court intake.
8. Recommend Individual/Family counseling.
9. Juvenile released to Parent(s)/Guardian pending court intake.

II. SHELTER ADMISSIONS ELIGIBILITY

A. 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.

B. Juveniles arrested within the City of Lawton for offenses authorized under State law and who are not being put into detention or, by reverse certification, into jail may 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, concern about lack of parental responsibility, availability of a parent or guardian, any prior criminal record of the juvenile, if known, and the officer's perception of the seriousness of the alleged offense.

C. In addition to juveniles arrested within the City of Lawton, juveniles arrested for misdemeanor offenses by law enforcement agencies in other communities of Southwest Oklahoma may be brought to the shelter for admission and processing. Other law enforcement agencies or the entities they represent electing to utilize the services will be billed at a rate of \$55.00 per youth processed through the facility. Billing and collection of payments will be the responsibility of the Agency staff.

D. Officers can bring an unlimited number of youth to the shelter not to exceed the maximum capacity of 14. The Agency will put forth its best efforts to process each

juvenile in an efficient and timely manner without sacrificing the quality of services to be provided.

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

As an integral component of Oklahoma's juvenile justice system, Agency shall be online with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. Each youth admitted will be entered by the Agency into the Juvenile On-Line Tracking System (JOLTS). Entries will include the initial contact as well as any disposition or follow-up done with the youth for counseling, substance abuse services, psychological services, etc., in accordance with the provisions set forth below.

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.

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

- a. Adding juvenile file if juvenile does not exist within JOLTS.
- b. Adding referral information and updating demographic information.
- c. Add and update screening information.
- d. Add and update admission information.
- e. Add and update release information.
- f. Add and update disposition and follow-up information.

2. Agency data entry on JOLTS will be monitored from time to time with regard to determining timeliness, accuracy and completeness.

- a. **Timeliness:** Agency shall perform data entry on JOLTS within 24 hours from time of admission or release from shelter services with reference to the information categories described above.

- b. **Accuracy:** JOLTS data entered by Agency shall concur with Agency files with regard to demographic information, referral dates and service dates and hours and minutes of services.
- c. **Completeness:** JOLTS data entered by Agency shall constitute a complete log of all clients served by all programs and services described by this contract and shall concur with Agency case files with regard to all clients served by all programs and services during this contract.

3. Any difficulty with data entry on JOLTS or with accessing online JOLTS capability shall be immediately reported by AGENCY to the Information Technology Department of OJA by sending an email describing the problem including contact information to helpdesk@oja.ok.gov. If unable to e-mail, problems may be reported by phone using the following phone numbers: (405) 530-2840 or 1-800-458-1632.

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 are subsequently disallowed by the City as cost items of the contract, the Agency shall repay on demand the amount of any such disallowed items. At the discretion of the City, such amounts may be deducted from subsequent payments to be made to the Agency without prejudice to the Agency's right to establish the allow ability of any such item of cost under the contract. 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 notice in writing 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 written notice to the City.

E. Under this Contract, the City has the authority to suspend payment 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 it is deemed 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 sooner 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.

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

An audit of the Agency's financial records shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. 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 120 days of the Agency's fiscal year end. Agency shall submit a copy of the corrective action plan to all audit findings within 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. Agency shall at all times comply (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 §§ 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).

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 Agency or a Subcontractor, Agency will forward a copy of the finding to the City and to OJA to be forwarded to the United States Department of Justice.

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, Agency agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

H. 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 www.dhs.gov/E-Verify.

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 2021, and end on the 30th day of June 2022. 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 _____, 2021.

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 6 day of May, 2021.



JOHN M. RATLIFF
CITY ATTORNEY