



STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
Accountability, Protection, Prevention

**FY2015 Contract for
Community Intervention Center
an
Interlocal Agreement
With Options to Renew for
FY2016 and FY2017
Between OJA and
City of Clinton**

T. Keith Wilson, Executive Director

**Dennis Gober, Division Director
Community-Based Youth Services Division**

CRL2015/17-364, Master CRL2015-469

Attachment A Claim Form
Attachment B Budget form Base Year, Option
Year 1, Option Year 2
Exhibit 1 = Primary Subcontract
Other Items w / Packet = OAC377:3-13-80
through 3-13-91 & Assignment Affidavit
Schedule A – Maximum Claim by Month

**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
COMMUNITY INTERVENTION CENTER
INTERLOCAL AGREEMENT**

This agreement, consisting of 13 pages and Attachments (the "Contract"), is hereby made between the State of Oklahoma Office of Juvenile Affairs ("OJA"), and

**City of Clinton
PO Box 1177
Clinton, OK 73601-1177**

(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, pursuant to 10A O.S. §2-7-305.D.2, the Community Intervention Center (CIC) shall serve as a short-term reception facility to receive and hold juveniles, hereinafter also referred to as the "Service Recipient", who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable.

WHEREAS, the Oklahoma Legislature, at 10A O.S. §2-7-301(A)(1), has authorized and mandated that OJA is the state planning and coordinating agency for juvenile justice and delinquency prevention services; and

WHEREAS, pursuant to 10A O.S. §2-7-305(A), OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS, certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS, the Legislature has mandated at 10A O.S. §2-7-305(D)(1), for the CICs to be established pursuant to interlocal agreements between one or more municipalities and OJA; and

WHEREAS, pursuant to 10A O.S. §2-7-305(D)(1), the program for the establishment of CICs allows selection of a service provider by the municipality, with the approval of OJA.

NOW THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of July 1, 2014, or date of execution, to June 30, 2015, 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.

A. Renewal Process

Renewals shall be at the same terms and conditions as set forth by Contract. The

option to renew will 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 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 and in consideration of the performance of the Contract by Contractor, OJA agrees to pay an amount, including travel expenses, not to exceed **Sixty Eight Thousand Nine Hundred Fifty Dollars and No Cents (\$68,950.00)**, for the cost incurred while performing the services agreed upon herein. Payments will be made to Contractor upon receipt by OJA of properly completed invoices. Billings shall be submitted in the format and in accordance with procedures prescribed by OJA. Attached hereto as Attachment A is a copy of the present format prescribed by OJA. By law, OJA cannot pay in advance of receipt of services.

In the event that any cost item claimed by Contractor is subsequently disallowed by OJA, Contractor shall repay OJA on demand the amount of such disallowed claim. At the discretion of OJA, it may deduct from subsequent payments to Contractor the amount of any disallowed claim, without prejudice to Contractor to contest such deduction and to establish the allowability of such cost item.

Invoices shall be submitted to OJA by the 20th day of the month for expenditures which occurred in the preceding month.

Contractor shall attach to the Contract a program budget using the format represented by Attachment B prior to returning the Contract to OJA for execution for the base year contract. On or before May 31, Contractor shall submit to OJA an Attachment B for any option year exercised by OJA.

A. Monthly Claim Limits

Because of budget constraints and cash flow issues for State Agencies, compensation issued under this contract shall be limited based on the terms of the document listed as "Schedule A" which is attached and made part of this contract. This Schedule lists the maximum allowable (the not-to-exceed amount) claim by month. The Schedule's purpose is to allow reasonable access to funding for this Contract without hampering OJA's ability to meet monthly obligations due to changing state appropriations allocation. The Schedule provides that 25% of the contract's funding be made available in the first month. For each month thereafter an additional 6.75% will be made available, except that during the last month, the remainder of the funding (7.5%) shall be available. These percentages are cumulative and unused funding carries over from month to month. Any expenditure exceeding the accumulated monthly allotment will not be paid by OJA without written approval of the Director of CBYS.

B. Supporting Documentation

Supporting and verifying documentation shall be submitted monthly with the invoice for expenditures which occurred in the preceding month. This documentation shall include, but not be limited to, the following:

1. Actual payroll expenses for each CIC employee, which shall include payroll registers and time sheets.
2. Actual payroll expenses for each administrative employee along with the basis for the proportionate share.
3. Copies of invoices for contractual services and supplies.
4. The basis for any applicable pro rata share of operational expenses (utilities, rent, insurance, and similar expenses).
5. All costs associated with training and development.
6. Claims for travel reimbursements.
7. Copies of invoices for equipment purchases.

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. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.

B. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

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

The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

Subcontract Modification

Any change to a Contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

C. **Audit**

1. Federal Funds

Organizations that expend \$500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

Audit fees for the Contractor and/or its subcontractors expending less than \$500,000 in federal funds will not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive \$50,000 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 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 and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs owed pursuant to the Contract if OJA has not received the Contractor's audit for the previous fiscal year.

Choice of Law

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

D. Choice of Venue

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by OJA or the Contractor to enforce or to interpret provisions of the Contract.

E. Civil Rights

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the following specific statutes, regulations and executive orders:

- a *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197
- b *The Victims of Crime Act of 1984*, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170
- c *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
- d *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241
- e *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355
- f *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327
- g *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
- h *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728
- i *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. §§38.1 and 38.2; see Exec. Order No. 13279, amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

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

Contractor also agrees to immediately notify the OJA Advocate General of any and all civil rights complaint(s) by persons receiving services under the Contract, whether pursuant to the foregoing statutes and regulations, or pursuant to applicable state

laws; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

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

G. **Contract Modification**

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

H. **Debarment / Suspension**

In accordance with 31 U.S.C. §1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

I. **Drug-Free Work Place**

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

Unless prohibited by law, Contractor must 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 the Contract for which the 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**

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

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 the 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. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

M. **Indemnity**

Unless prohibited by Article 10 of the Oklahoma Constitution and Title 51 O.S. § 151 *d et seq*, Oklahoma's Governmental Tort Claim Act, Contractor agrees to the extent allowed by law, to indemnify and hold OJA harmless against 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 the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, to the extent allowed by law, Contractor shall indemnify and hold OJA harmless under the 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 the Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from the Contract.

N. **Monitoring and Financial Compliance Review**

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the 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 the Contractor's performance of the services. OJA shall have access to and the authority to examine and copy all records related to the 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 Contractor. OJA 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.

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.

O. **Oklahoma Taxpayer and Citizen Protection Act of 2007**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the 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.

P. Prior Unmet Contractual Obligations

Under the Contract, OJA has the authority to suspend payment to Contractor in the event the 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 the Contractor shall continue until such required documents are received by OJA.

Q. Records

As used in this clause, "records" include 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, the Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the Contract. The Contractor is required to retain all records relative to the Contract for the duration of the Contract term and for a period of seven (7) years following completion and/or termination of the 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.

R. Severability

If any provision under this agreement 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 agreement or its application that can be given effect without the invalid provision or application.

S. Termination

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

T. Termination 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 the 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 the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the 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.

U. Termination/ Contract Reduction Due to Lack of Funding

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

V. 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 on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

IV. SPECIAL TERMS AND CONDITIONS

A. Access to Services

Contractor shall not restrict access to services under this contract based on the service recipient's inability or refusal to pay for such services.

B. Client Confidentiality

Contractor shall comply with OJA's requirement regarding the absolute protection, use of, and release of personal client information consistent with 10A O.S. §2-6-102 and OJA Rule 377:10-1-7 and professional standards. Further, Contractor agrees to hold confidential all personal information about clients served under this contract, including lists of names, addresses, photographs, evaluations, and all other records about the client.

C. Liability Insurance

If Contractor is a self-insured municipal corporation which pays approved damages claims from its sinking fund under Article 10, Oklahoma Constitution, § 28, and 62 O.S. § 431, and as such is not required to purchase liability insurance, the parties agree that Contractor must require any subcontractor under this Interlocal Agreement to obtain liability insurance from an insurance carrier acceptable to OJA in a minimum amount of one million dollars (\$1,000,000.00) to insure against claims for

bodily injury, property damage, civil rights actions, or other actions or claims arising from or resulting from this Interlocal Agreement, and that any subcontractor will provide a certificate of insurance to OJA prior to commencing any services or other work under the subcontract. The required insurance policy must contain a provision that OJA will be notified at least thirty (30) days prior to the cancellation or other termination of the insurance policy for any reason and within 30 days of lapse for nonpayment.

D. Lobbying

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

E. 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 hiring that 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 that might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: renting or leasing; staffing; board membership; contracted services; acquisition of real property and equipment; client-staff relationships; board membership to staff employment; auditing and other situations which might fairly represent a conflict of interest.

F. Ownership of Equipment.

Any equipment or other tangible object approved by OJA to be purchased with the funds provided through the contract shall be the property of OJA, and shall be held, maintained, and safeguarded by Contractor for the benefit of OJA. Upon termination or upon notice that the Contract will not be renewed or extended, for whatever reason, Contractor shall return such equipment or materials within fifteen (15) days at the Contractor's sole cost and expense. Contractor shall return the equipment to OJA's State Office during normal business hours, with at least 24 hours written notice. Contractor shall submit a complete inventory listing of all equipment purchased with CIC contract funds. The final claim of the fiscal year shall not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Office of Juvenile Affairs."

If Contractor is not a self-insured municipal corporation, Contractor must obtain insurance for damage or loss to such property for the benefit of OJA.

The parties further agree that any subcontract under this Interlocal Agreement must contain a requirement that any subcontractor must insure all property described in this Subsection and provide to OJA documentation which evidences the existence and amount of such insurance, along with the agreement of the insurance company that it will notify OJA at least thirty (30) days before non-renewal or within 30 days of lapse of such insurance for any reason or Contractor agrees hereby to pay OJA for any

damage or loss to such property.

G. **Prior OJA Employment**

Contractor hereby certifies that no members of its board or officers are former OJA employees who were employed by OJA during the prior 12 months.

H. **Reporting Child Abuse**

Contractor shall comply with the Oklahoma Children's Code, Title 10A O.S. §1-2-101 *et seq.* regarding the reporting of child abuse or neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, Contractor must immediately report the matter to the Department of Human Services Office of Client Advocacy at 1-800-522-8014 and to the OJA Advocate General at (405) 530-2939. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

I. **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 required by the Federal Insurance Contributions Act and the State Unemployment Tax Acts and Worker's Compensation Insurance Laws. This does not prohibit OJA from reimbursing Contractor for any such allowable costs that are specifically identified in the budget approved by OJA.

V. **SERVICES TO BE PROVIDED**

A. **Facility Requirements**

This CIC shall be community-based and operational twenty-four (24) hours a day, seven (7) days a week.

A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding due to combative or self-destructive behavior on the part of the juvenile.

B. **Program Requirements**

Contractor shall provide a full service CIC facility and full CIC services as required in OAC 377: Chapter 3, Subchapter 13, Part 7, "OAC 377:3-13-80 through 3-13-91" *Requirement for Community Intervention Centers.*

C. **Juvenile Online Tracking System**

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

As an integral component of Oklahoma's juvenile justice system, Contractor shall be on-line with JOLTS and shall enter case specific data on JOLTS referencing every client served during this contract period. OJA, through the staff of the Information Technology Unit (IT), will provide JOLTS classroom training up to twice during the contract year upon Contractor's request; on-line JOLTS training; and JOLTS help desk support eight (8) hours a day, Monday through Friday.

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

1. Adding juvenile file if juvenile does not exist within JOLTS.
2. Adding referral information and updating demographic information.
3. Adding and updating CIC screening information, if any.
4. Adding and updating CIC admission information.
5. Adding and updating CIC release information.
6. Contractor data entry on JOLTS will be monitored from time to time by OJA with regard to determining timeliness, accuracy and completeness.

a. Timeliness: Contractor shall perform data entry on JOLTS within three (3) days from time of admission or release from Community Intervention Center services with reference to the information categories described above. Accuracy: JOLTS data entered by Contractor shall concur with Contractor case files with regard to demographic information, referral dates and service dates and hours and minutes of services.

b. Completeness: JOLTS data entered by Contractor shall constitute a complete log of all clients served by all programs and services described by the Contract and shall concur with Contractor case files with regard to all clients served by all programs and services during the Contract. Any difficulty with data entry on JOLTS or with accessing on-line JOLTS capability shall be immediately reported by Contractor to the Information Technology Department of OJA by sending an email describing the problem including contact information to helpdesk@oja.ok.gov. If unable to email, problems may be reported by phone using the following phone numbers: (405) 530-2840 or 1-800-458-1632.

Certification

Any CIC established under the Contract must obtain and keep in force a certification issued by OJA. Such certification and the standards necessary for certification shall be established by rules promulgated by OJA.

D. Location of Services

600 Avant, Clinton, OK 73601

VI. SIGNATURE

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

OFFICE OF JUVENILE AFFAIRS

City of Clinton

By: _____
T. Keith Wilson
Executive Director

By: _____ Date

Date: _____

Print Name

Approved as to form:

Approved as to form and legality on behalf of the
City this _____ day of _____, 20____.

Assistant Attorney General Date

City Attorney

Print Name

ATTEST:

By: _____

City Clerk