



OKLAHOMA

JUVENILE AFFAIRS

Resolution 2025-136

FY2026 CONTRACT FOR DETENTION TRANSPORTATION

GRANT COUNTY COMMISSIONERS

TIMOTHY TARDIBONO, EXECUTIVE DIRECTOR

**GREG DELANEY, DEPUTY DIRECTOR
COMMUNITY-BASED SERVICES**

**JERRY SKINNER, REGIONAL DIRECTOR
WEST REGION, JUVENILE SERVICES UNIT**

Master CRL2026/28-073, CRL2026/28-100

Attachments:

Attachment A: 10A O.S. 2021, Section 2-3-103

Exhibit A: Contract Contact Sheet

**STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
DETENTION TRANSPORTATION CONTRACT
Grant County Commissioners**

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**STATE OF OKLAHOMA
OKLAHOMA JUVENILE AFFAIRS
DETENTION TRANSPORTATION
FY2026 CONTRACT**

This agreement, consisting of 13 pages (“Contract”), between the Oklahoma Juvenile Affairs, (“OJA”) and

**Grant County Commissioners
112 E. Guthrie, Room #104
Medford, OK 73759
FEI# 7360063701**

(“Contractor”), 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. § 2-3-103. B. provides that the County Sheriffs and their designee shall provide transportation to and from secure detention for the transportation of juveniles to and from secure detention for purposes of admission, interfacility transfer, discharge, medical or dental attention, court appearance, or placement designated by the office.

NOW, THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of the 1st day of July 2025 or date a purchase order is issued, to 30th day of June 2026. Work done before the effective date of the Contract is at the Contractor’s risk. The Contract may be renewed by change order at one (1) year intervals for two additional years at the same or modified terms.

- Base Year – FY26: July 1, 2025 – June 30, 2026
- 1st Renewal Option – FY27: July 1, 2026-June 30, 2027
- 2nd Renewal Option – FY28: July 1, 2027 – June 30, 2028

II. COMPENSATION

A. Allowable Cost and Payment

OJA will pay Contractor to provide secure transportation for eligible juveniles in Grant County.

B. Transportation

OJA shall reimburse Contractor for necessary and actual expenses of transporting juveniles who are detained in or destined for a secure detention center pursuant to 10A O.S. §2-3-103. B. Payment for reimbursable services rendered by Contractor will be made only upon receipt from Contractor of documented monthly claims in the format and in accordance with procedures prescribed by OJA. OJA shall provide reimbursement to the entity transporting juveniles for necessary and actual expenses for transporting juveniles who are detained in or destined for a secure detention center as follows:

Service Fees

- a) Fee for the cost of personal services up to the rate per hour rate approved by statute in 10A O.S. 2021, Section 2-3-103.
- b) Mileage reimbursement for each mile actually traveled up to the rate established in State Travel Reimbursement Act.
- c) Meals for transporting personnel, not to exceed the rate approved by statute in 10A O.S. 2021, Section 2-3-103

- d) Meals for juveniles being transported, not to exceed the rate approved by statute in 10A O.S. 2021, Section 2-3-103.

Final billings shall be submitted to OJA within sixty (60) days of the end of this contract year. Monthly billings submitted after sixty (60) days from the final month of service will be subject to non-reimbursement.

In the event any cost items claimed by Contractor are subsequently disallowed by OJA as cost items of this contract, Contractor shall repay OJA, on demand, the amount of any such disallowed items or at the discretion of OJA, OJA may deduct such amounts from subsequent payments due to Contractor. Any such deduction shall be without prejudice to the rights, if any, of Contractor to thereafter establish the allowability of any such cost under this contract.

III. GENERAL TERMS AND CONDITIONS

A. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

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

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

3. Subcontract Modification

Any changes to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this Section III(A) shall apply.

B. Audit

1. Federal Funds

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

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

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

entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

2. State Funds

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

3. Auditor Approval and Audit Distribution

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

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

C. Certifications

Contractor certifies the following:

1. Debarment or Suspension

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

- a. 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 (3)-year period preceding this Contract, had one (1) or more public (Federal, State, or local) contracts terminated for cause or default.

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

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

3. Israel Boycott Certification

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

4. Energy Boycott Certification

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

5. Non-Collusion Certification

Pursuant to 74 O.S. § 85.22, the undersigned Contractor certifies that neither Contractor nor anyone subject to its direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Agreement.

6. Non-Duplication (Uniqueness) Clause

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

7. E-Verify Clause

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

D. Civil Rights

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

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

E. Communications

1. Notices

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

The parties agree it is the responsibility of each party to maintain correct contact information. Parties may change their contact information by providing notice of such change pursuant to this section.

2. Next Business Day

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

3. Electronic Transactions

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

F. Compliance with Laws, Statutes, and Regulations

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

1. Choice of Law

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

2. Choice of Venue

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

3. Limitation of Liability

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

4. Oklahoma Open Records Act

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

5. Family Educational Rights and Privacy Act

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

6. Entire Agreement

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

7. Confidentiality

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

8. Lobbying

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

9. E-Verification Policy and Procedure

To comply with federal regulations of the Immigration Reform and Control Act ("IRCA"), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including part-time/temporary employees and students. E-

Verification is a web-based program administered by the U.S. Department of Homeland Security, USCIS Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

G. Contract Modification

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

H. Contract Structure

1. Headings

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

2. No Construction

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

3. Waiver

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

I. Drug-Free Workplace

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

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

J. Duplicate Billing Prohibition

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

K. Extension Option

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

L. Indemnity

1. Non-Governmental Entities

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

2. Governmental Entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the Governmental Tort Claim Act, 51 O.S. §§ 151-200, Contractor agrees, to the extent allowed by law, to indemnify and hold the Board of Juvenile Affairs and its members, OJA, and its officers, directors, and employees ("Indemnified Parties") harmless from any and all bodily injuries, property damages, civil rights violations, deficiencies or liabilities resulting from any action, inaction or conduct on the part of Contractor or authorized subcontractor, or non-fulfillment of any term or condition of this Contract.

3. Notice and Cooperation

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

4. Coordination of Defense

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

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

1. Insurance Coverage Requirement

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

2. Minimum Insurance Coverage Requirements

Additionally, Contractor shall ensure each insurance policy includes a notice of cancellation and includes the State of Oklahoma and OJA as certificate holder and shall promptly provide proof to the OJA of any renewals, additions, or changes to such insurance coverage. Contractor's obligation

to maintain insurance coverage under this contract is a continuing obligation until Contractor has no further obligation under this contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. The minimum acceptable insurance limits of liability are as follows:

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

3. Responsibility for Liability and Taxes

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

4. Notification of Claims

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

5. Limitation on Covered Entities

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

N. Monitoring and Financial Compliance Review

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

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

O. No Employment Relationship

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

P. No Grant of Authority

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

Q. Prior Unmet Contractual Obligations

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

R. Records

As used in this clause, "records" includes books, documents, accounting procedures and practices, and any other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data or in any other form. In accepting a contract with the State, Contractor agrees any pertinent State or Federal agency 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 commences before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

S. Responsibility for Actions of Employees

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

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

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

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

U. Severability

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

V. Termination

1. For Convenience

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

2. For Cause

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

3. Termination/ Contract Reduction Due to Lack of Funding

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

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

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

4. Termination Due to Abuse

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

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

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

W. Unallowable Costs

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

X. Venue and Governing Law

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

IV. SPECIAL TERMS AND CONDITIONS

A. Client Confidentiality

Contractor assures compliance with OJA's requirements pertaining to the protection, use and release of personal information and applicable state laws found in Title 10A, Oklahoma Statutes, Chapter 6. Provider shall hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing. Disposal of juvenile records is controlled by Title 10A §2-6-101, et seq. and Title 67 O.S. §305. If Contractor ceases doing business, all juvenile records shall be returned to OJA prior to final payment of Contractor claims by OJA.

B. Reporting Child Abuse

Contractor shall comply with the *Oklahoma Children's Code*, 10A O.S. §1-2-101, regarding the reporting of child abuse and 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, the Contractor must immediately report the matter to the Oklahoma Human Services Office of Client Advocacy at 1-800-522-3511 and notification to OJA's Advocate General shall be sent by email to: advocategeneral@oja.ok.gov. 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.

C. 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

A. Service Provision

Contractor shall provide secure transportation for OJA custody youth to and from detention facilities, court, and other places as necessary.

Minimum Qualifications of Transport Personnel

Contractor shall provide secure transportation services with personnel that meet the following minimum qualifications and experience:

- a) Twenty-one (21) years of age or older.
- b) Shall possess a valid Oklahoma Driver's license.
- c) Provide a certificate of training in CPR/First Aid.
- d) Provide a clean Motor Vehicle Report from the Oklahoma Department of Public Safety.
- e) Has no criminal history with respect to any violent crimes or crimes involving abuse, neglect, or mistreatment of any persons.
- f) Contractor shall ensure that personnel receive orientation in the procedures for secure transportation of high-risk juveniles, proper use of mechanical restraints, OJA abuse and neglect policies, confidentiality, and cultural diversity.

VI. SIGNATURES

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

OKLAHOMA JUVENILE AFFAIRS

Greg Delaney, Deputy Director of
Community-Based Services

Date: _____

COUNTY COMMISSIONERS

Greg D. Fudak

County Commissioner

Shawn Shuman

County Commissioner

Lee J. McClure

County Commissioner

Date: 6/2/2025

ATTACHMENT A

Oklahoma Statutes Annotated

Title 10a. Children and Juvenile Code

Article 2. Oklahoma Juvenile Code (Refs & Annos)

Chapter 3. Detention

10A Okl.St.Ann. § 2-3-103

§ 2-3-103. Temporary detention--Transportation--Certification of juvenile detention facilities

Currentness

A. Provision shall be made for the temporary detention of children in a juvenile detention facility or the court may arrange for the care and custody of such children temporarily in private homes, subject to the supervision of the court, or the court may provide shelter or may enter into a contract with any institution or agency to receive, for temporary care and custody, children within the jurisdiction of the court. The Office of Juvenile Affairs shall not be ordered to provide detention unless said Office has designated and is operating detention services or facilities.

B. County sheriffs of the arresting agency, their designee, any peace officer, private contractors under contract with the Office of Juvenile Affairs for transportation services, or juvenile court officers shall provide for the transportation of juveniles to and from secure detention for purposes of admission, interfacility transfer, discharge, medical or dental attention, court appearance, or placement designated by the Office. No private contract for transportation services shall be entered into by the Office unless the private contractor demonstrates to the satisfaction of the Office that such contractor is able to obtain insurance or provide self-insurance to indemnify the Office against possible lawsuits and meets the requirements of subparagraphs a, b and d of paragraph 4 of subsection C of this section. The Office of Juvenile Affairs shall not be ordered to provide transportation for a juvenile who is detained in or is destined for secure detention. The Office of Juvenile Affairs shall provide reimbursement to the entity transporting juveniles for necessary and actual expenses for transporting juveniles who are detained in or destined for a secure detention center as follows:

1. A fee for the cost of personal services at the rate of Seventeen Dollars (\$17.00) per hour;
2. Mileage reimbursement for each mile actually traveled at the rate established in the State Travel Reimbursement Act;¹
3. Meals for transporting personnel, not to exceed Ten Dollars (\$10.00) per meal; and
4. Meals for juveniles being transported, not to exceed Ten Dollars (\$10.00) per meal.

The Office of Juvenile Affairs shall process and mail reimbursement claims within sixty (60) days of receipt. Payments for services provided by a county sheriff's office shall be paid to the county and deposited in the service fee account of the sheriff.

C. 1. All juvenile detention facilities shall be certified by the Office of Juvenile Affairs. To be certified, a juvenile detention facility shall be required to meet standards for certification promulgated by the Board of Juvenile Affairs.

2. The board of county commissioners of every county shall provide for the temporary detention of a child who is or who may be subject to secure detention and may construct a building or rent space for such purpose. The boards of county commissioners shall provide for temporary detention services and facilities in accordance with the provisions of the State Plan for the Establishment of Juvenile Detention Services adopted pursuant to subsection D of this section and in accordance with subsections A and C of Section 2-7-608 of this title. The boards of county commissioners are hereby authorized to create multicounty trust authorities for the purpose of operating juvenile detention facilities.

3. In order to operate the juvenile detention facilities designated in the State Plan for the Establishment of Juvenile Detention Services and in subsections A and C of Section 2-7-608 of this title, the boards of county commissioners in the designated host counties shall:

- a. operate the juvenile detention facility through a statutorily constituted juvenile bureau subject to the supervision of the district court, or
- b. operate the juvenile detention facility by employing a manager who may employ personnel and incur other expenses as may be necessary for its operation and maintenance, or
- c. contract with a public agency, private agency, federally recognized tribe, or single or multi-county trust authority for the operation of the juvenile detention facility. In the event any board of county commissioners contracts with a public or private agency or a federally recognized tribe, pursuant to the provisions of this section, the Office is authorized to directly contract with and pay such public or private agency or federally recognized tribe for provision of detention services. Any contract with a federally recognized tribe shall become effective upon approval by the board of county commissioners.

4. Management contracts for privately operated detention facilities shall be negotiated with the firm found most qualified by the board of county commissioners. However, no private management contract shall be entered into by the board unless the private contractor demonstrates to the satisfaction of the board:

- a. that the contractor has the qualifications, experience, and personnel necessary to implement the terms of the contract,
- b. that the financial condition of the contractor is such that the term of the contract can be fulfilled,
- c. that the ability of the contractor to obtain insurance or provide self-insurance to indemnify the county against possible lawsuits and to compensate the county for any property damage or expenses incurred due to the private operation of the juvenile detention facility, and

ATTACHMENT A

d. that the contractor has the ability to comply with applicable court orders and rules of the Office of Juvenile Affairs.

5. All counties to be served by a secure juvenile detention facility may, upon the opening of such facility, contract with the operators for the use of the facility for the temporary detention of children who are subject to secure detention; provided, however, a jail, adult lockup, or other adult detention facility may be used for the secure detention of a child as provided for in Section 2-3-101 of this title.

6. Expenses incurred in carrying out the provisions of this section shall be paid from the general fund of the county or from other public funds lawfully appropriated for such purposes or from private funds that are available for such purposes. A county may also issue bonds for the construction of detention facilities.

7. The operation of a juvenile detention facility by a county shall constitute a quasi-judicial function and is also hereby declared to be a function of the State of Oklahoma for purposes of the Eleventh Amendment to the United States Constitution. In addition, no contract authorized by the provisions of this section for the providing of transportation services or for the operation of a juvenile detention facility shall be awarded until the contractor demonstrates to the satisfaction of the county that the contractor has obtained liability insurance with the limits specified by The Governmental Tort Claims Act⁷ against lawsuits arising from the operation of the juvenile detention facility by the contractor, or if the contract is for the providing of transportation services, the contractor has obtained liability insurance with the limits specified by The Governmental Tort Claims Act against lawsuits arising from the transportation of juveniles as authorized by subsection A of this section.

D. The Board of Juvenile Affairs, from monies appropriated for that purpose, shall develop, adopt, and implement a plan for secure juvenile detention services and alternatives to secure detention, to be known as the State Plan for the Establishment of Juvenile Detention Services, which shall provide for the establishment of juvenile detention facilities and services with due regard for appropriate geographical distribution and existing juvenile detention programs operated by statutorily constituted juvenile bureaus. Said plan may be amended or modified by the Board as necessary and appropriate. Until said plan is adopted by the Board, the plan adopted by the Commission for Human Services shall remain in effect.

1. The Board of Juvenile Affairs shall establish procedures for the letting of contracts or grants, including grants to existing juvenile detention programs operated by statutorily constituted juvenile bureaus, and the conditions and requirements for the receipt of said grants or contracts for juvenile detention services and facilities as provided in this section and Section 2-7-401 of this title. A copy of such procedures shall be made available to any member of the general public upon request. All such grants or contracts shall require the participation of local resources in the funding of juvenile detention facilities. A contract for services shall be based upon a formula approved by the Board which shall set the contract amount in accordance with the services offered and the degree of compliance with standards for certification.

2. The Board of Juvenile Affairs shall establish standards for the certification of detention services and juvenile detention facilities. Such standards may include, but not be limited to: screening for detention; education and recreation opportunities for juveniles in secure detention; and accreditation by the American Correctional Association. As a condition of continuing eligibility for grants or contracts, secure juvenile detention services and facilities shall be certified by the Board within two (2) years of the date of the initial grant or contract.

E. The State Department of Health, with the assistance of the Office of Juvenile Affairs, shall establish standards for the certification of jails, adult lockups, and adult detention facilities used to detain juveniles. Such standards shall include but not be limited to: separation of juveniles from adults; supervision of juveniles; and health and safety measures for juveniles. The Department of Health is authorized to inspect any jail, adult lockup, or adult detention facility for the purpose of determining compliance with such standards. No jail, adult lockup, or other adult detention facility shall be used to detain juveniles unless such jail, adult lockup, or other adult detention facility complies with the standards established by the Department of Health and is designated as a place for the detention of juveniles by the judge having juvenile docket responsibility in the county from a list of eligible facilities supplied by the Department of Health.

The development and approval of the standards provided for in this paragraph shall comply with the provisions of the Administrative Procedures Act.³

F. The State Board of Health shall promulgate rules providing for the routine recording and reporting of the use of any adult jail, lockup or other adult facility for the detention of any person under the age of eighteen (18).

1. For the purpose of ensuring the uniformity and compatibility of information related to the detention of persons under age eighteen (18), said rules shall be reviewed and approved by the Oklahoma Commission on Children and Youth prior to their adoption by the Board; and

2. Records of detention shall be reviewed during each routine inspection of adult jails, lockups or other adult detention facilities inspected by the State Department of Health and a statistical report of said detentions shall be submitted to the Office of Juvenile Affairs at least every six (6) months in a form approved by the Board of Juvenile Affairs.

Credits

Laws 1968, c. 282, § 108, eff. Jan. 13, 1969; Laws 1969, c. 273, § 1, emerg. eff. April 24, 1969; Laws 1977, c. 259, § 9, eff. Oct. 1, 1977; Laws 1982, c. 312, § 19, operative Oct. 1, 1982; Laws 1984, c. 219, § 2, eff. Nov. 1, 1984; Laws 1985, c. 253, § 2, emerg. eff. July 15, 1985; Laws 1987, c. 209, § 2, eff. July 1, 1987; Laws 1988, c. 238, § 3, emerg. eff. June 24, 1988; Laws 1989, c. 363, § 5, eff. Nov. 1, 1989; Laws 1990, c. 238, § 6, emerg. eff. May 21, 1990; Laws 1991, c. 296, § 28, eff. Sept. 1, 1991; Laws 1993, c. 320, § 2, emerg. eff. June 7, 1993; Laws 1994, c. 290, § 36, eff. July 1, 1994. Renumbered from Title 10, § 1108 and amended by Laws 1995, c. 352, §§ 151, 199, eff. July 1, 1995. Laws 1996, c. 247, § 22, eff. July 1, 1996; Laws 1997, c. 293, § 21, eff. July 1, 1997; Laws 2000, c. 177, § 9, eff. July 1, 2000. Renumbered from Title 10, § 7304-1.3 and amended by Laws 2009, c. 234, §§ 71, 185, emerg. eff. May 21, 2009; Laws 2016, c. 67, § 1, eff. Nov. 1, 2016; Laws 2022, c. 242, § 1, eff. Nov. 1, 2022.

Footnotes

¹ Title 74, § 500.1 et seq.

² Title 51, § 151 et seq.

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³ Title 75, § 250 et seq.

10A Okl. St. Ann. § 2-3-103, OK ST T. 10A § 2-3-103

Current with legislation of the Second Regular Session of the 59th Legislature (2024). Some sections may be more current, see credits for details.

End of Document

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2025

Contractor

Contractor

FEI

Contractor UEI (if
applicable)

Contractor Program Physical
Address:

Contractor Mailing Address:
(if different from above)

Contractor Program Primary
Phone Number:

Contractor Fax
Number:

Contractor Primary Contact

Office #

Mobile #

E-Mail:

Contractor
Director/Executive:

Office #

Mobile #

E-Mail:

Contractor Program Contact

Office #

Mobile #

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Contractor Billing Contact

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