

County Request No. 873

REQUEST FOR LEGAL SERVICES

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All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 09/30/2024 Department: JJC

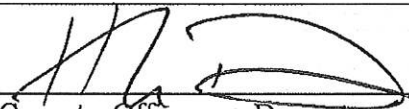
State the nature of the legal request: _____

Please see the attached standard service agreement. No content changes have been made since the last submission. Thank you for your time!

RECEIVED

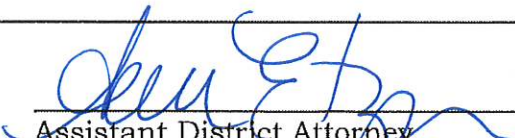
SEP 30 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**


County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 10/1/24 
Assistant District Attorney

OKLAHOMA COUNTY JUVENILE BUREAU (OCJB)
SERVICE AGREEMENT FOR NON-RESIDENTIAL SERVICES
BETWEEN OCJB AND SERVICE PROVIDER

1.0 PURPOSE:

1.1 This Service Agreement is entered into by and between the BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE OKLAHOMA COUNTY JUVENILE BUREAU (OCJB) and the SERVICE PROVIDER (SP), for the purposes of providing non-residential services to non-adjudicated and adjudicated juvenile offenders in a comprehensive program designed to meet the identified needs of the youth in accordance with Oklahoma State Law and as outlined in the Disposition Order.

2.0 DEFINITIONS:

2.1 Oklahoma County Juvenile Bureau also referred to as OCJB.

2.2 Service Provider also referred to as SP and:

Opportunities Industrialization Center (OIC) of Oklahoma County

3033 N. Walnut Avenue

Oklahoma City, OK 73105

Phone #: (405) 235-2651 **Fax #:** (405) 235-2653

Website: <https://oicokc.org>

Contact Person: Desjean Jones, Executive Director

Email: djones@oicokc.org

3.0 TERM:

3.1 The term of this Service Agreement will be from **September 2024** or date of final execution through **June 30, 2025 (term of one year)**.

3.2 This Service Agreement may be renewed for three (3) additional twelve (12) month periods, under the same terms and conditions by written agreement of the parties. Under no circumstances shall this Service Agreement extend beyond **(September (2028) (term of three (3) additional years)**.

4.0. RELATIONSHIP OF PARTIES:

4.1 A SP is an independent provider and not an agent, servant, joint enterprise, or employee of Oklahoma County or of the OCJB. The SP represents that it has, or will secure at its own expense, all personnel and consultants required to perform the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with Oklahoma County or the OCJB.

5.0 SCOPE OF WORK:

- 5.1 The SP shall provide evidence-based services or promising practices designed for youth.
- 5.2 The SP shall provide services specific to youth issues, as evidenced by the program curriculum.
- 5.3 The SP shall provide services that involve the multiple systems impacting youth including, but not limited to, family, school, welfare, and criminal justice, as evidenced by Monthly Status Reports (MSR) as outlined in Section 7.4 of this Service Agreement.
- 5.4 The SP shall conduct assessments to aid in determining the need for treatment.
- 5.5 The SP shall provide services that are culturally responsive to the youth's needs and their family environments.

6.0 OBLIGATIONS OF THE SERVICE PROVIDER:

- 6.1 The SP shall complete an orientation session that is conducted by an OCJB employee outlining expectations and confirming SP understanding of OCJB Policy 7.4-1, "Standards for Youth Program, Referrals, and Services Providers," "Service Agreement for Non-Residential Services between OCJB and SP," "Memorandum of Understanding and Confidentiality Statement," and Policy 3.21, "Employee Code of Conduct and Ethics," prior to services being rendered.
- 6.2 The SP shall provide, at no additional cost to the OCJB, the facility where program services will take place. The facility shall, always, comply with all applicable City, County, State, and Federal codes, and ordinances.
- 6.3 The SP shall notify the OCJB, in writing, when relocating the program from one designated location to a new facility and provide all documentation showing the new facility complies with all applicable City, County, State, and Federal codes and ordinances.
- 6.4 The SP shall provide, at no additional cost to the OCJB, all materials, equipment, and durable goods necessary to fulfill the obligations of this Service Agreement.
- 6.5 The SP shall conduct criminal background checks on each individual working on behalf of the SP who will have direct contact with OCJB program participants. This includes, but is not limited to, full-time and part-time employees, interns, volunteers, guest speakers, and presenters.
- 6.6 The criminal background checks shall be conducted through the Oklahoma State Bureau of Investigations (OSBI), or other approved company approved to conduct such checks.

- 6.7 As mandated by the OCJB, individuals working or volunteering under this Service Agreement in any capacity described above shall not:
- A. Have been convicted of and/or placed on deferred sentencing for a felony against the laws of this state, another state, or the United States within the past ten (10) years, and not currently be on probation or parole.
 - B. Have been convicted of and/or placed on deferred sentencing for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years, and not currently be on probation or parole.
 - C. Be registered as a sex offender under Title 57, Section 581-590.2 and Title 21, Section 1125 of the Oklahoma State Statutes.
- 6.8 The SP shall maintain records documenting that these checks have been conducted and provide evidence of such to the OCJB upon request.
- 6.9 The SP shall ensure that any individual working on behalf of the SP, involved in the programs and services provided for OCJB youth, receives in-service training annually, as appropriate, for the programs and services provided.
- 6.10 The SP shall maintain personnel files for all personnel providing services for OCJB youth which shall include the following documentation:
- A. Employment Application.
 - B. Job Description.
 - C. Evidence of Criminal Background checks.
 - D. Copy of Active Licenses and/or Certifications (and/or under supervision) required to deliver services.
 - E. Copy of Education Credentials required to deliver services.
 - F. Personnel Training Records; and
 - G. Disciplinary Action taken on any personnel providing services to OCJB referrals.
- 6.11 The SP shall have established written policy and procedures which ensure the following:
Non-Discrimination Policy for Employees and Youth
- 6.12 The SP shall notify the OCJB of any unscheduled program closings or cancellations.
- 6.13 The SP shall maintain a file for each youth from the time of enrollment/intake. The youth's file shall include, at a minimum, the following documentation:
- A. Enrollment and Intake Assessment Form.
 - B. Individual Program Plan.
 - C. Attendance Sheet(s).
 - D. Monthly Status/Progress Report(s).
 - E. Incident Report(s), if applicable; and
 - F. Discharge, Termination, and/or Completion Summaries, as applicable.

- 6.14 The SP shall cooperate with the OCJB in the on-going operation of the program. This cooperation shall include, but is not limited to, maintaining contact, promptly furnishing requested and required information to all OCJB personnel assigned to the program, and granting access to OCJB youth records and program documentation upon request.

7.0 REPORTING AND ACCOUNTABILITY:

- 7.1 Each individual OCJB youth enrolled in the program shall have an Enrollment/Intake Assessment scheduled or completed by the SP staff within three (3) working days of receiving the referral from the OCJB.
- 7.2 The SP shall ensure an Individual Program Plan (IPP) is developed on each individual OCJB youth enrolled in the program and ensure the IPP is based on input from the assigned OCJB personnel. The IPP shall utilize the background information contained in the OCJB referral packet, and information obtained during the SP's enrollment/intake assessment process.
- 7.3 The IPP shall identify specific problems to be addressed, the program's objectives, the method of intervention, and how parent(s), guardian(s), custodian(s), or other extended family members will be involved in the IPP to assist in preventing or controlling the OCJB youth's alleged delinquent behavior or alleged conduct indicating a need for supervision. The IPP shall be received by the assigned OCJB personnel within ten (10) working days of the OCJB youth's enrollment into the program.
- 7.4 The SP shall ensure a Monthly Status Report (MSR) is completed each month on each individual OCJB youth enrolled in the program. The MSR shall include an overview of the OCJB youth's status, progress of the OCJB youth in the areas described in the IPP, and monthly attendance at program activities. The MSR shall be submitted to the assigned OCJB personnel on the fifth (5th) working day of the month following the month in which services are provided, or as agreed upon by the SP and OCJB.
- 7.5 The SP shall ensure a Discharge Report is completed upon discharge of each OCJB youth from the program. The discharge report will include enrollment/intake date, discharge date, status and/or progress of youth in each area outlined in the IPP, and reason for discharge. A Discharge Report is due to the assigned OCJB personnel within seven (7) working days of the discharge date, or as agreed upon by the SP and OCJB.
- 7.6 The SP shall ensure that if an OCJB youth, enrolled in the program, makes an unauthorized departure, becomes seriously injured or ill, commits a penal code violation, or is involved in an incident that the SP determines has seriously jeopardized his/her continued participation, the SP shall provide verbal notification immediately to the OCJB youth's assigned personnel. The SP shall also notify the youth's parent, guardian, custodian(s), and, when appropriate, other authorities, including local law enforcement officials. The SP shall forward a written incident report regarding the matter within two (2) working days of the incident to the assigned OCJB personnel.

- 7.7 The SP shall ensure that Attendance Sheets are completed by each OCJB youth and maintained at the facility to the correct date of services rendered.
- 7.8 The SP shall provide written notification within seven (7) working days to the assigned OCJB personnel when the SP is unable to provide services to any OCJB youth referred to in the program.

8.0 LICENSING:

- 8.1 The SP shall ensure that all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials are complied with by the SP.

9.0 EXAMINATION OF PROGRAM AND RECORDS:

- 9.1 The SP shall permit OCJB to examine and evaluate its program of services provided under the terms of this Service Agreement and to review OCJB youth records. This examination and evaluation of the program may include unscheduled site visits, fiscal audits, observation of program in operation, interviews, and administration of questionnaires to the SP program personnel and OCJB youth.

10.0 HEALTH AND SAFETY STANDARDS:

- 10.1 The SP shall ensure that the successful completion of a fire inspection performed by the appropriate agency on an annual basis and one time issuance of a Building Certificate of Occupancy are satisfied prior to the date of signature of this Service Agreement, unless a written statement is presented from the appropriate agency indicating the facility is generally safe for the population served and the use intended.

11.0 ASSURANCES:

- 11.1 The SP shall establish safeguards to prohibit their personnel, contractors, and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 11.2 The SP shall assure that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation, or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any program under this Service Agreement.

12.0 NO OBLIGATION:

- 12.1 In no event shall this Service Agreement be construed to obligate the OCJB to place alleged or adjudicated juvenile offenders in SP program.

13.0 SUBCONTRACTING:

13.1 The SP shall not enter into agreements with Subcontractor Providers for delivery of the designated services outlined in this Service Agreement without prior written consent of the OCJB.

14.0 NOTICES:

14.1 Any notice to be given under this Service Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or registered mail, postage pre-paid, to the party who is to receive such notice, demand, or request at the addresses set forth below. Such notice, demand, or request shall be deemed to have been given three (3) working days after the date it was so delivered or mailed.

15.0 TERMINATION OF AGREEMENT:

15.1 This Service Agreement may be terminated by either party by giving thirty (30) calendar days written notice to the other party hereto of the intent to terminate.

15.2 This Service Agreement may be terminated by the OCJB immediately and without notice with good cause, which includes, but is not limited to, failure of SP to protect the safety and well-being of the youth referred to by OCJB.

15.3 Failure to comply with any of these clauses or any other requirements specified herein may cause SP to be in default of this Service Agreement and may result, at the sole discretion of the OCJB, in the interruption of service delivery up to and including termination of service agreement.

16.0 INSURANCE AND INDEMNIFICATION:

16.1 The SP hereby forever waives and releases the Oklahoma County, the OCJB, the Oklahoma County Commissioners, the Oklahoma County Administrative Judge(s) Juvenile Division, and their respective officers, agents, employees, and representatives (referred to collectively as "County") from any and all claims for damages, known or unknown, which may arise as a result, directly or indirectly, of SP's involvement in the program and underlying Service Agreement, including, but not limited to, any premises or special defects known or unknown to the County, any injury to an OCJB youth and/or personnel, and any injury to other individuals present during the SP's involvement under the terms and conditions of the Service Agreement.


17.0 SIGNATORY WARRANTY:

17.1 Signing and executing this Service Agreement on behalf of the SP or representing themselves as signing and executing this Service Agreement on behalf of the SP, does hereby warrant and guarantee that they have been duly authorized by SP to execute this Service Agreement and to bind SP validly and legally to all terms, performances, and provisions herein set forth.

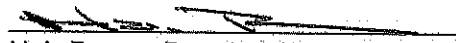
Service Provider Name: Opportunities Industrialization Center (OIC) of Oklahoma County
Business Address: 3033 N. Walnut Avenue
City, State, Zip: Oklahoma City, OK 73105

OPPORTUNITIES INDUSTRIALIZATION CENTER OF OK COUNTY
Service Provider Representative Name/Title/Agency (Print)

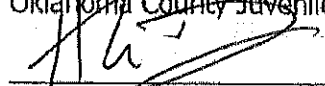
9/6/2024
Date



Service Provider Representative Name (Signature)

9/6/2024
Date


Hajr Brown, Deputy Director
Oklahoma County Juvenile Bureau

9-24-2024
Date


Hannah Dix, Director
Oklahoma County Juvenile Bureau


Date

COUNTY

Approved this _____ day of _____, 20 _____.

Board of County Commissioners
Oklahoma County, Oklahoma

By _____
Chairman

By _____
Member

By _____
Member

ATTEST: _____
County Clerk

APPROVED as to form and legality this _____ day of _____, 20 _____.

Assistant District Attorney



OIC FLEX PROGRAM

*Young Adult Diversion Program
(Version 3)*

Summary of Program. The OIC FLEX Program seeks to target young adults ages 16 to 17 years old who have been charged with nonviolent felony offenses in Oklahoma County. OIC FLEX will provide career exploration, job readiness training and placement, educational programming, small group counseling, and life coaching/adulting classes. The objective is to assist young adults to course-correct behaviors which have led to justice involvement while providing them with comprehensive programming and support. This initiative aims to divert young individuals away from a cycle of violence and incarceration by providing alternative pathways towards personal growth, skill development, and community integration. This initiative aligns with OIC's commitment to breaking the cycle of violence, offering a chance at rehabilitation and a brighter future for young adults with early involvement in the criminal justice system.

Project Goals. The goal of OIC FLEX is to serve 100 young adults within a 36-month contract period.

- *Reduce Recidivism:* Decrease the likelihood of reoffending by addressing underlying issues through counseling, mentorship, and skill-building programs.
- *Skill Development:* The Skill Development aspect of OIC FLEX is the cornerstone of our strategy to empower participants with tangible, marketable skills, thereby increasing their potential for sustainable employment and productivity within society. This comprehensive approach recognizes the multifaceted nature of addressing the root causes of gun-related offenses.
- *Diverse Skill Tracks:* Collaborate with local community colleges and technology centers to direct clients into training programs which offer a range of skills, including but not limited to carpentry, electrical work, cyber security, and information technology.
- *Industry-Relevant Certification:* Collaborate with local industry partners to ensure that participants gain certifications recognized by employers, enhancing their employability.
- *Access to Educational Courses:* Provide opportunities for participants to pursue formal education, including GED programs or college courses, to enhance their educational options.
- *Literacy Enhancement:* Implement literacy programs for individuals who may face challenges in reading and writing, ensuring they acquire fundamental skills necessary for personal and professional development.
- *Communication and Teamwork:* Conduct workshops focusing on effective communication, teamwork, and conflict resolution to enhance participants' interpersonal skills.

- *Problem-Solving and Critical Thinking:* Develop problem-solving and critical thinking skills crucial for navigating challenges in both personal and professional spheres
- *Resume Building and Interview Skills:* Provide guidance on crafting effective resumes and honing interview skills to boost participants' confidence during the job application process.
- *Job Matching:* Collaborate with local businesses to match participants with employment opportunities aligned with their acquired skills and interests.
- *Gun Education & Safety:* Understanding and appreciating the hardware, memorizing and practicing the gun-safety rules, and respecting the mindset of gun use
- *Business Development Workshops:* Offer workshops on entrepreneurship, providing participants with the knowledge and tools to start their own ventures.
- *Mentorship Opportunities:* Connect participants with successful entrepreneurs and business leaders who can provide guidance and support in their entrepreneurial journey.
- *Community Service/Build Community:* Incorporate mandatory participation in a community-based initiative centered around young people and violence; Pair the participants up with the family members of victims who have succumbed to violence and have them meet bi-weekly during the duration of the program.

By prioritizing skill development in diverse areas, OIC FLEX aims to equip participants with the tools necessary for self-sufficiency, contributing to their personal growth and to the economic vitality of the community. This holistic approach to skill development is integral to breaking the cycle of violence and providing a sustainable alternative to a life entrenched within the criminal justice system.

Eligibility and Exclusions. Eligible participants must meet the following criteria:

- Young Adults ages 16 to 17 years old charged with non-violent felony offenses, including gun offenses;
- Offender charges must be in Oklahoma County;
- Participants ages will be restricted to an 11:00pm curfew except in cases of work, church or school sporting events
- Participants must be willing to participate in the program for its duration and will be expected to execute a contractual agreement.

Participants will be deemed ineligible for the program if the following conditions occur:

- Domestic violence is involved in the offense;
- Felony gun charge involves a victim or is in the commission of another felony;
- Violence occurs or is referenced in the charges;
- A history of violent convictions.

Scope of Services Offered. Upon referral by the District Attorney's Office or Juvenile Court system, participants will undergo the intake process to include testing and assessment instruments to gauge (1) childhood trauma; (2) reading and math levels; (3) career exploration; and (4) decision-making capacity.

Each participant will be assigned to a Student Advocate who will provide monitoring of participant progress, supportive touchpoints, and relationship-building to ensure each is achieving benefit from the program components. Student Advocates will work with other team members and the participant to build a Flex Plan – a series of individualized benchmarks designed to increase stability, decision-making, and behavioral attitudes toward criminal behavior. The objective of the Flex Plan is to increase options and reduce/eliminate future justice involvement.

All participants will participate in the following components throughout the program:

- Vocational Training: Access to educational courses, vocational training, and job placement assistance for sustainable employment.
- Counseling Services: Small group counseling sessions addressing trauma, stressors, and behavioral challenges.
- Educational Enrichment: Developing personalized educational plans for each participant, incorporating tutoring and academic mentoring as needed.
- Mentor Assignment: to develop socialization skills and learn what it means to establish a positive and supportive community, each participant will receive mentorship support.
- Stabilization Support: recognizing that many young adults require assistance to build transportation, housing, and basic needs support, community resource assistance will be provided to address these areas.
- Life Coaching/Adulting: bi-weekly sessions will be conducted to enhance adulting skills for participants to include such topics as conflict resolution, parenting, budgeting, building community, avoiding trauma, anger management, etc.

Service Period. September 1, 2024 to September 30, 2027

Number to be served. 100 participants will be targeted for services.

Staffing needs*. To effectively serve participants of OIC FLEX, the following positions will be secured:

- Program Director (p/t) – agency Director oversight of program and community engagement
- Program Manager (f/t) – oversee program execution; team management and oversight.
- Student Advocate (f/t)x2 – provide case management services to program participants; caseload 20 per.
- Employment Specialist (f/t) – provide job coaching, readiness training, and placement services.
- Counselor (p/t) – provide small group facilitation and one-to-one therapy.
- Community Resources Assistant (f/t) – aid with basic needs, referrals, testing; and data input.



Measurable Outcomes.

- Completion Rates: track number of referrals to OIC FLEX verses number of completions.
- Recidivism Rates: Track participant reoffending rates within 3 and 6 months of program completion.
- Employment Metrics: Measure the number of participants securing sustainable employment, achieving industry credential, or enrolling in post-secondary education.
- Dismissals of charges following program completion.
- Pre/Post Survey by program participants to gauge self-efficacy and attitudes toward criminal activity.



OIC FLEX PROGRAM ADDENDUM

For 16-17 year old Young Adult Diversion

16-17 year old participants. The OIC FLEX Program will implement several different measures for the participant population ages 16 to 17 years old. The program will be executed as previously noted with the following changes/additions detailed in the Scope of Services below.

Scope of Services Offered. Each participant ages 16-17 years old will be assigned to a Student Advocate who will provide monitoring of participant progress, supportive touchpoints, and relationship-building to ensure each is achieving benefit from the program components. Student Advocates will work with other team members and the participant to build a Flex Plan – a series of individualized benchmarks designed to increase stability, decision-making, and behavioral attitudes toward criminal behavior. The objective of the Flex Plan is to increase options and reduce/eliminate future justice involvement.

16 to 17-year-old young adults will also meet monthly and be exposed to Professional Development Sessions that cover the following topics:

1. Introductions and Networking

- Communication : Email, Social Media, Personal Branding, Conflict Resolution, and Self Advocacy
- College & Career Vision and Exploration
- Career leveling, progression and promotion
- Interview Prep
- Professional Headshots
- Presence & Etiquette
- Application Assistance
- Financial Literacy

2. Free Flow: Research indicates that with the increased automation of technology skills, Gen Z (11 to 26 year olds) have simultaneously been plagued with isolation and loneliness. This has greatly affected their ability to feel comfortable in social settings. Free Flow is an opportunity for 16 and 17 year olds to hang out and network in a social atmosphere, while also building confidence with interpersonal interactions.

3. One-to-One Mentorship/Coaching: Mentors primarily serve as accountability partners. Our mentorship and coaching method will allow 16 & 17 year old participants to lead in the creation of their plans while the mentors provide support, guidance, advocacy, and resources.

4. Coordinating workshops for parents/guardians will also meet monthly. The overall goal is to strengthen the children and the parents in tandem -- and address/eradicate generational poverty and attitudes toward societal crime.