

County Request No. 1132

**REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

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: 12/20/2024 Department: JJC

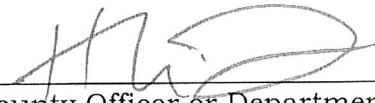
State the nature of the legal request: \_\_\_\_\_

Please review and approve the Service Agreement between BOCC on behalf of the Oklahoma County Juvenile Bureau and Chatman Counseling and Rehabilitation for the purposes of providing non-residential services to the juvenile offenders in a comprehensive program designed to meet the identified needs of the youth in accordance with Oklahoma State law. This Service Agreement is at no cost to Oklahoma County. This Agreement shall be effective January 2025 through January 2026 and will be automatically renewed for three years. Requested by Hannah Dix, Juvenile Bureau Director.

**RECEIVED**

**DEC 20 2024**

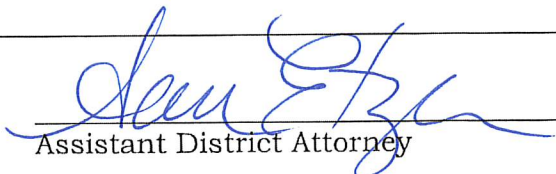
**CIVIL DIVISION  
DISTRICT ATTORNEY**

  
\_\_\_\_\_  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

*Reviewed*

Date of Reply: 12/20/24

  
\_\_\_\_\_  
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 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:  
**Chatman Counseling and Rehabilitation LLC**  
**5350 S. Western Ave. Suite 522**  
**Oklahoma City, OK 73109**  
**Phone #: (405) 205-6314 Fax #: (405) 594-6013**  
**Website: [www.chatmancr.com](http://www.chatmancr.com)**  
**Contact Person: Omar Rafin T. Chatman, Chief Executive Officer (CEO) and**  
**Licensed Professional Counselor**  
**Email: [omar@chatmancr.com](mailto:omar@chatmancr.com)**

**3.0 TERM:**

- 3.1 The term of this Service Agreement will be from **January 2025** or date of final execution through **January 2026 (term of one year)]**.
- 3.2 This Service Agreement will be automatically renewed for three (3) additional twelve (12) month periods, under the same terms and conditions unless either or both of the parties hereto declines to renew this Service Agreement by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of the initial term, or the Service Agreement is terminated sooner pursuant to the terms of this agreement. Under no circumstances shall this Service Agreement extend beyond **January 2029 (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 in performing 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 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 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, receive 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 (5<sup>th</sup>) 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 with 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 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 subsequent to 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 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 validly and legally bind SP to all terms, performances, and provisions herein set forth.

**Service Provider Name: Chatman Counseling and Rehabilitation LLC**  
**Business Address: 5350 S. Western Ave. Suite 522**  
**City, State, Zip: Oklahoma City, OK 73109**

Rafin Chatman CEO/LPC  
Service Provider Representative Name/Title/Agency (Print)

12-11-24  
Date

[Signature]  
Service Provider Representative Name (Signature)

12-11-24  
Date

[Signature]  
Hajr Brown, Deputy Director  
Oklahoma County Juvenile Bureau

12-16-2024  
Date

[Signature]  
Hannah Dix, Director  
Oklahoma County Juvenile Bureau

12/18/24  
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 20 day of Dec, 2024.

  
Assistant District Attorney