

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the Board of Commissioners of Minnehaha County, South Dakota (hereinafter referred to as "Minnehaha County") and Brookings County, South Dakota, (hereinafter referred to as "Placing County") and Lutheran Social Services, South Dakota, 621 East Presentation Street, Sioux Falls, South Dakota 57104, (hereinafter referred to as "Non-secure Service Provider");

### **WITNESSETH:**

**WHEREAS**, Minnehaha County operates and maintains a facility for the housing of children ordered detained on a secure basis, said facility being known as the Minnehaha County Juvenile Detention Center, and contracts for non-secure detention services through Lutheran Social Services, (hereinafter referred to as non-secure service provider) and desires to make the services of those facilities available to Placing County; and

**WHEREAS**, the Placing County is desirous of utilizing detention facilities operated by Minnehaha County for children ordered detained by Courts of the Placing County or for those children detained as a result of statutory in-take criteria;

**NOW, THEREFORE**, in consideration of use of the premises and the mutual agreements and the covenants contained herein, Minnehaha County, Lutheran Social Services, South Dakota and the Placing County agree to the following:

### **I. SERVICES**

- A. Minnehaha County and the non-secure service provider will provide Placing County, pursuant to the terms set out in the remainder of this Agreement, with facilities for the secure and non-secure detention of children ordered detained by the Courts of Placing County or by a qualified intake officer. These facilities will only be available to Placing County for the children in either a pre-adjudicatory status or a post-adjudication status. Minnehaha County, in its sole discretion, may accept children in a post-dispositional status in exceptional circumstances for a limited period. Minnehaha County, through its intake officers, will determine, to the extent not in contravention of any prior judicial directive, the placement of juveniles in either secure or non-secure detention.
- B. The following services will be furnished to all detainees during their detention at the facility as a part of the per-diem cost regardless of the length of detention:
  - 1. Food and shelter
  - 2. Personal hygiene supplies
  - 3. 24-hour adult supervision
  - 4. Initial medical, dental, and mental health screening

5. General in-house counseling services
  6. Group activities
  7. Recreation programs
  8. Transportation for in-house activities
  9. Emergency or crisis counseling
  10. Education services
  11. Public schools when appropriate
  12. In-house school programs
- C. The following additional services will be furnished during the child's detention as part of the per-diem cost for any child who is or may reasonably be expected to be detained for a period in excess of fourteen (14) days, unless otherwise indicated:
1. Educational assessment
  2. Family assessment
  3. Behavioral assessment
- D. The following services may be made available, with the approval of Placing County, from community providers on a direct-billing basis to Placing County and are not included in the per-diem cost:
1. Psychological and psychiatric evaluation and consultation
  2. Medical, dental and optical care, treatment and corrective measures
  3. Substance abuse evaluation and therapy
  4. Sexual and/or child abuse evaluation and therapy
  5. Individual, group, and family counseling
  6. Any diagnostic medical, dental, and optical testing involving costs in excess of those for in-house examinations.
- E. Emergency medical and dental care may be obtained from community providers by Minnehaha County and non-secure service provider without prior approval of Placing County. These services will be provided on a direct-billing basis to Placing County and are not included in the per-diem cost. Minnehaha County policy requires a physical examination for juveniles housed the detention center for longer than seven days. Placing County will be responsible for the cost of the examination.
- F. Placing County shall pay promptly for any of the above services billed directly to the Placing County.

## **II. PLACEMENT INFORMATION REQUIRED**

- A. Placing County shall furnish to Minnehaha County, as soon as practical, the following:

1. Detention or other appropriate order from appropriate Court of Placing County, if available, and, if not available at time of admission, proof acceptable to Minnehaha County of the nature of the placement and of the fact that the placement is court-authorized or made by a qualified intake officer.
  2. Medical care consent executed by custodial parents, legal guardian, or, where appropriate, a welfare department representative or health care representative, authorizing Minnehaha County to process initial medical and dental assessments, administer prescription medication, and secure both emergency and routine medical and dental services.
- B. Appropriate authorities in the Placing County shall furnish to Minnehaha County within forty-eight (48) hours from admission the following:
1. School records
  2. An executed notarized form authorizing general release of information to Minnehaha County
  3. A list of family members and contacts
  4. A list of permitted visitors
  5. If not already furnished, a detention or other appropriate order from a court of Placing County.
- C. Appropriate authorities in the Placing County, to the best of their ability, shall furnish to Minnehaha County as soon as practicable after admission the following:
1. Social security number of the child
  2. Any and all available psychiatric and psychological evaluations
  3. A medical and dental history for the child including, without limitation, immunization records, any special medical problems, mental health problems, and prescription medication.

### **III. TERM OF AGREEMENT**

- A. The term of this agreement shall commence on June 1, 2016, and end on December 31, 2016.

### **IV. AVAILABILITY AND COST OF BEDS**

- A. The purpose of this Agreement is to allow Placing County to utilize secure and non-secure beds. The terms of this Agreement apply to placement in both secure and non-secure beds.
1. Beds will be made available by Minnehaha County and non-secure service provider to Placing County at the following per-diem cost:
    - a. Two Hundred dollars (\$200.00) per day for beds for secure detention and non-secure detention at the Regional Juvenile Detention Center.

- b. Not to exceed One Hundred Eighty-five Dollars and Fifty-two Cents (\$185.52) per day for beds for non-secure detention at Lutheran Social Services, South Dakota.
- B. For the purpose of computing per-diem a "day" shall begin at 12:00.01 AM and end the following midnight. Any part of a day shall be considered a whole day for the computation purposes. However, no payment is required for the last day of placement.
- C. In addition, there will be a one-time cost of Two thousand five hundred fifty-nine dollars and ninety-eight cents (\$2,559.98) for the Placing County's share of Start-up Costs for Shelter Care. This Payment will be due on July 1, 2016.

**V. PAYMENT**

- A. Placing County will be billed directly by Minnehaha County for secure detention. Payment will be remitted to Minnehaha County Juvenile Detention Center. Placing County will be billed directly by the non-secure service provider for non-secure detention. Payment will be remitted to the non-secure service provider.
- B. The charges for beds shall be billed on or before the tenth (10<sup>th</sup>) day of the month immediately following the month in which the charges are incurred, and regardless shall be due and payable within thirty (30) days of the date of the invoice.
- C. Any and all contributions by the parents of a child toward reducing the cost of the child's placement at Minnehaha County shall be paid to Placing County and not to Minnehaha County.

**VI. RIGHT TO REFUSE OR TERMINATE PLACEMENT**

- A. Prior to in-take proceedings, at in-take proceedings, and after in-take proceedings but prior to court order of child placement, Minnehaha County or non-secure service provider reserves the right either to refuse placement or to terminate placement of any child from Placing County for any good and sufficient reason including, without limitation the following:
  - 1. Either acute behavior of the child or a health problem of the child which endangers the health or well-being of the child or other residents, staff, or property.
  - 2. Suicidal or self-destructive tendencies of the child.
  - 3. Psychotic or severely emotional disturbed behavior.
  - 4. Failure by Placing County to make timely payment for services under terms of this agreement

**VII. INSURANCE**

- A. Minnehaha County and non-secure service provider will at all times maintain insurance coverage to protect Placing county from reasonable loss by liability claims arising out of the negligence of Minnehaha County or its agents or employees in the performance of the Agreement.

**VIII. MINNEHAHA COUNTY'S LIABILITY**

- A. Minnehaha County shall assume liability for losses in connection with Minnehaha County service which was solely caused by negligence of Minnehaha County, its agents, and employees.
- B. Minnehaha County shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delay or default which cannot be foreseen or provided against.

**IX. LUTHERAN SOCIAL SERVICES, SOUTH DAKOTA**

- A. Lutheran Social Services, South Dakota shall assume liability for losses in connection with Lutheran Social Services Dakotas service which was solely caused by negligence of Lutheran Social Services, South Dakota, its agents, or employees.
- B. Lutheran Social Services, South Dakota shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delay or default which cannot be foreseen or provided against.

**X. PLACING COUNTY'S LIABILITY**

- A. Placing County shall be responsible for the negligent acts and omissions of its agents and employees, and shall indemnify, defend and "hold harmless" Minnehaha County for or on account of any damages or loss resulting from such negligent acts and omissions, including cost of litigation.

Liability for damage or loss resulting from the acts or omissions of a child shall be incurred by the child's Placing County while the child remains in the custody of the Placing County and until the child is delivered into the physical custody of an authorized agent of Minnehaha County. Minnehaha County assumes liability only when the child is in the physical custody of an authorized agent of Minnehaha County. This provision does not establish any rights or causes of action to any persons or entities who are not party to this agreement. Rather it spells out the parties' responsibilities with respect to each other.

Once a child is delivered by Minnehaha County to an authorized agent of Placing County for any purpose including, without limitation, a court appearance, Placing County assumes full responsibility for said child until delivered back to an authorized agent of Minnehaha County.

**XI. CONFIDENTIALITY**

- A. Minnehaha County and non-secure service provider and Placing County and their agents and employees shall perform all respective obligations and duties under this agreement in such a manner as to insure that all records, names and identities of persons counseled, treated or rehabilitated shall be and will remain confidential, except for such disclosures which are required and/or permitted by law.

**XII. DISCLAIMER**

- A. Placing County understands and agrees that the Minnehaha County facility is not a treatment facility, but is a detention facility, and offers no services beyond those specifically referred to in this Agreement.

**XIII. TERMINATION**

- A. The terms of this Agreement shall not survive December 31, 2016. No later than November 15, 2016, Minnehaha County shall tender to Placement County an agreement for the period January 1, 2017, through December 31, 2017. If an agreement for year 2017 has not been executed by December 31, 2016, Placing County's children will be discharged and returned to Placing County.

**XIV. GENERAL**

- A. The person or persons executing this agreement of behalf of the Placing County and on behalf of Minnehaha County and non-secure service provider represent and certify that they have been duly authorized to execute and deliver this agreement and that all of the necessary action of entering into this agreement on behalf of the Placing county and on behalf of Minnehaha County has been taken.
- B. This agreement shall be binding upon and shall insure to the benefits of the parties hereto their respective successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Board of Commissioners of  
Minnehaha County

Board of Commissioners of  
Brookings County

\_\_\_\_\_  
Minnehaha County Chairman

\_\_\_\_\_  
Brookings County Chairman

\_\_\_\_\_  
Minnehaha County Auditor

\_\_\_\_\_  
Brookings County Auditor

\_\_\_\_\_  
Lutheran Social Services, South Dakota

\_\_\_\_\_  
Brookings County Sheriff