COUNTY DETENTION CENTER REIMBURSEMENT AGREEMENT

THIS AGREEMENT (**15-013-YSD**) is made and entered into by and between the DEPARTMENT OF CORRECTIONS, 5 S. Last Chance Gulch, Helena, Montana 59601 hereinafter referred to as "DEPARTMENT," and **Flathead County Juvenile Detention Facility**, 800 South Main, Kalispell, MT 59901, hereinafter referred to as "Detention Facility."

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants contained in this Agreement, the DEPARTMENT and Detention Facility agree as follows:

I. DEFINITIONS

A. "Confinement" means the youth detainee is placed in a youth detention facility, and provided with services in accordance with the Detention Facility's license.

B. "Day" means the 24-hour period of time (12:00 a.m. to 12:00 midnight) that is represented as one of the seven designated days of the week.

C. "Partial Day" means any portion of a day or less than 12 hours.

D. "Detention Facility" means a facility established and maintained by an appropriate entity for the purpose of confining arrested youth or youth sentenced to the detention center.

E. "Youth Detainee" means a person who is confined in a youth detention facility.

F. "Juvenile Parole Officer" means Department of Corrections' personnel who has detained an individual and placed said individual in the youth detention facility or who has authorized another law enforcement agency to detain the individual.

II. PURPOSE & DUTIES

The Detention Facility agrees to provide youth detention services to youth in the legal custody of the Department of Corrections in accordance with Title 41, ch. 5, part 3 and its license issued by the Department upon presentation by an agent of the Department of a certificate to detain.

III. DURATION OF THE AGREEMENT

A. TERM. This Agreement shall be in effect upon signature of all of the parties and terminate on **September 30, 2016** unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed on a biennial basis for a period not to exceed a total of **seven (7)** years.

B. RENEWAL. Upon expiration of the term of this Agreement, the Agreement shall automatically renew under the same terms for a period of two years - unless the parties have negotiated a new/amended Agreement.

C. TERMINATION. Either party may terminate this Agreement, without cause, upon 30 days written notice to the liaisons identified in Section V of this Agreement.

D. MODIFICATION & ASSIGNABILITY. This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement of all the parties. Subcontractors and public or private agents of the Detention Facility are also bound by the terms of this Agreement and Detention Facility will not assign this Agreement.

IV. COMPENSATION

A. ESTABLISHMENT OF DAILY PER DIEM RATE. Detention Facility agrees that the "costs of reasonable confinement" established herein are based on actual, reasonable costs and are **exclusive of capital construction costs** in accordance with 7-32-2242(2), MCA (2009).

B. PAYMENT OF DAILY PER DIEM RATE. DEPARTMENT agrees to pay Detention Facility a daily per diem rate of **$225.00** per day for each youth confined in the Detention Facility who is the financial responsibility of the DEPARTMENT.

C. TRANSFER OF DETAINEES. If Detention Facility transfers a detainee to another Detention Facility, DEPARTMENT shall reimburse each facility in accordance with their Detention Facility Reimbursement Agreement.

D. BILLING. On a monthly basis, Detention Facility shall furnish DEPARTMENT with an itemized statement specifying the name, date of birth, and dates of confinement of each youth whose confinement expenses are the responsibility of the DEPARTMENT. Detention Facility agrees to furnish a separate itemized statement for medical expenses that are the responsibility of the DEPARTMENT, as provided by this Agreement. The DEPARTMENT agrees to provide direct payment to the medical service provider, if requested to do so by Detention Facility.

V. REIMBURSEMENT

A. CONFINEMENT

DEPARTMENT will pay Detention Facility the daily per diem rate set forth in this Agreement for each day of confinement. **Reimbursement will include the first day of confinement (as described herein), but will not include the last day of confinement when the youth is released/transferred from the custody of the youth detention facility.**

B. MEDICATION, MEDICAL SERVICES, AND HOSPITALIZATION

Under the terms of this Agreement, DEPARTMENT will pay medical costs of youth confined in the youth detention facility who are the responsibility of the Department.

1) The Detention Facility agrees to provide youth detainees with emergency medical treatment in accordance with acceptable standards of practice. The determination to provide a youth detainee with medication, medical services, or hospitalization shall be at the discretion of the youth detention facility's qualified healthcare professionals.

2) Whenever a youth detainee requires medication, outside medical services, or hospitalization, medical expenses shall be the responsibility of the DEPARTMENT. Prior to providing non-emergency medical services for youth detainees, the Detention Facility shall obtain prior authorization from the DOC Clinical Services Division. Costs for services that have not had prior authorization will be the responsibility of the Detention Facility.

3) Emergency care may be provided without prior authorization. However, Clinical Services Division must be notified by the next business day to provide information regarding the nature of the illness; the type of treatment provided; and the estimated length of treatment. Notifications should be submitted to cormedical@mt.gov.

4) In the event a youth detainee requires hospitalization and the DEPARTMENT is unable to provide on-site supervision, the Detention Facility agrees to provide appropriate custodial staff to supervise the detainee until release from detention status. The DEPARTMENT agrees to reimburse the Detention Facility for the wages of custodial staff.

5) When possible, medications should be ordered through the Department's contracted pharmaceutical company. The Department encourages the facility to reference the MT DOC Medication Formulary when possible.

VI. LIAISON

Steve Harrel, Program Manager, (406) 444-4390 is the liaison for the Department of Corrections.

Laurie Rebuck, Juvenile Director, of the Flathead Youth Detention Facility (406) 758-5550, is the liaison for Detention Facility.

Liaison or their successors or assigns, shall serve as liaisons for purposes of discussions with respect to this Agreement.

VII. INDEMNIFICATION

A. Detention Facility shall protect, defend, and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the contractor, its agents, agents, or subcontractors, except the sole negligence of the state.

VIII. ACCESS AND RETENTION OF RECORDS

Detention Facility agrees to provide the DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine contract compliance. Detention Facility agrees to create and retain records supporting the services rendered for a period of three years after either the completion date of the Agreement or the conclusion of any claim, litigation, or exception relating to the Agreement taken by the State of Montana or third party.

IX. VENUE

This Agreement is governed by the laws of Montana. The parties agree that any litigation arising from this Agreement must be brought to the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

X. INSURANCE

Detention Facility shall procure and maintain, in full force and effect during the term of this agreement, insurance issued by a reliable company or companies with minimum personal injury limits of $750,000 per person and $1,500,000 per occurrence. Detention Facility shall provide an officially executed copy of such insurance policy to State for review. Said insurance shall be in a form suitable to the State.

XI. MISCELLANEOUS PROVISIONS

A. This Agreement must be reviewed and approved by the Attorney General and filed with the appropriate county clerk and recorder and the Secretary of State, pursuant to Title 7, Chapter 11, Part 1, MCA.

B. There shall be no separate legal entity created as a result of this Agreement.

C. This Agreement will not result in the acquisition of property requiring disposal upon termination of the Agreement.

D. The above-stated provisions constitute the entire Agreement between the parties hereto.

Signatures:

DEPARTMENT

Cindy McKenzie, Administrator
Youth Services Division
Department of Corrections

9-18-15
Date

COUNTY

Sheriff
Governing body of local government
Operating the ~~Youth Detention~~ Facility

9-21-15
Date

Reviewed for Legal Content by:

Department of Corrections, Legal Counsel

9/17/15
Date