

COUNTY DETENTION CENTER REIMBURSEMENT AGREEMENT

THIS AGREEMENT (15-012-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 Missoula County Juvenile Detention Facility, 2340 Mullan Road, Missoula, MT 59808, 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, 2017** 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. The Detention Facility may refuse a youth placement based on overcrowding and/or suitability of placement.
- 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. In the event a parent or legal guardian cannot be reached to provide consent for emergency services, the DEPARTMENT Superintendent may consent to necessary medical treatment for the youth pursuant to Montana Code Annotated § 52-5-101.
- 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.

Sheryl Ziegler, Assistant Division Commander, of the Missoula County Youth Detention Facility (406) 258-4047, 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. Each party agrees to protect, defend, indemnify, and hold harmless the other party's elected or appointed officials, executives, administrators, agents, and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses of any kind or character including but not limited to attorneys' fees and the cost of defense arising in favor of the other party's employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of inmates' constitutional or statutory rights or injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.

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, or maintain self-insurance sufficient to satisfy Montana's statutory Tort limits and in compliance with Montana Code Annotated § 2-9-11. 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. COMPLIANCE WITH LAWS

Contractor shall, in the performance of work under this Contract, fully comply with all applicable federal, state and local laws, regulations, and executive orders including but not limited to the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The parties agree that under 42 U.S.C.A. 15601ff (Prison Rape Elimination Act - PREA) and final rule 28 CFR Part 115 (specifically, §115.312), Contractor has an obligation to adopt and comply with PREA standards. Contractor represents that it might not currently be in full compliance with the standards but that it is taking reasonable steps to come into compliance subject to budgetary constraints. Contractor agrees to cooperate with the Department in the development of any corrective action plan that the Department deems prudent to assure that progress continues to be made to bring the facility into full PREA compliance. Any subletting or subcontracting by Contractor subjects the subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there may not be discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract. Contractor is the employer for the purpose of providing health care benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. The Affordable Care Act requires a contractor, if the contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employees' dependents under the age of 26. The coverage must (a) meet the

minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code §4980 H (ACA) if provided by the state.

XII. 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

10-20-16

Date

COUNTY




Governing body of local government
Operating the Youth Detention Facility

11-3-16

Date

Reviewed for Legal Content by:


Department of Corrections, Legal Counsel

Oct. 20, 2017

Date