

CONTRACT # 124-25



STATE OF IDAHO

Department of Juvenile Corrections

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL TREATMENT SERVICES**

This Contract is entered into by the State of Idaho Department of Juvenile Corrections, hereinafter referred to as IDJC and Canyon County, a political subdivision of the State of Idaho, hereinafter referred to as the CONTRACTOR. This Contract is made effective upon signatures of all parties, and will expire on 09/30/2025. In consideration of the mutual covenants contained herein, the parties agree as follows:

RECITALS

IDJC enters into this Contract pursuant to authority delegated to it by the Idaho Division of Purchasing Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

The CONTRACTOR agrees to perform this Contract according to the terms and conditions set forth herein, and the Idaho Administrative Rules 05.01.04 "Rules Governing County Juvenile Probation and Detentions Services, Subchapter B – Rules for Juvenile Detention Centers", and the specific requirements listed in Attachment II and Attachment III. The CONTRACTOR agrees to provide, and IDJC agrees to accept the services detailed in the Program Description and generally described as:

Observation & Assessment and Staging

I. SERVICES TO BE RENDERED

IDJC shall use Contractor's facility to house juveniles for purposes of Observation & Assessment and Staging as further explained in Attachment II, hereby incorporated by reference.

II. PAYMENT

IDJC shall pay CONTRACTOR under the terms and conditions set forth in Appendix A.

III. INDEPENDENT CONTRACTOR

- A. The CONTRACTOR certifies that it is an Independent Contractor, and will file all required forms and will pay all necessary business expenses, including, but not limited to, tax payments, worker's compensation premiums, business license fees, etc., as appropriate.
- B. IDJC does not agree to use the CONTRACTOR exclusively, and is free to contract for similar services with other parties.
- C. The CONTRACTOR is free to contract with other parties while under contract to IDJC.

IV. WORKER'S COMPENSATION INSURANCE

- A. For the duration of this Contract, and until all work specified herein is completed, the CONTRACTOR shall have an effective worker's compensation insurance policy in force covering work performed by the CONTRACTOR and the CONTRACTOR'S agents and employees.

- B. The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to generating this Contract. Upon request by IDJC, the CONTRACTOR must show proof of such coverage by presenting to IDJC a valid certificate of insurance showing statutory coverage.

V. LIABILITY INSURANCE

For the duration of this Contract and until all work specified in this Contract is completed, the CONTRACTOR shall maintain in effect a policy of general liability insurance.

Evidence of the required insurance shall be provided to IDJC upon their request. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract. If, for any reason, a change occurs in coverage during the course of this Contract, such change shall not become effective until thirty (30) days after IDJC has received written notice of such change.

VI. EFFECTIVE DATE AND TERM

It is understood that this document is not effective until IDJC has signed and dated the document, and that date has arrived or passed. The CONTRACTOR shall not render services to IDJC under the terms of this document until the document has been fully signed by each party and this Contract has become effective. This Contract is in effect from the date signed by both parties until 09/30/2025.

VII. TERMINATION FOR CAUSE

- A. The CONTRACTOR default occurs if the CONTRACTOR fails to perform or fulfill any term or provision of this Contract including any of the Idaho Administrative Rules 05.01.04 "Rules Governing County Juvenile Probation and Detentions Services, Subchapter B – Rules for Juvenile Detention Centers", and if the CONTRACTOR does not cure the defects in performance within ten (10) calendar days, unless otherwise specified, after receiving written notice from IDJC informing the CONTRACTOR of defects in performance (called a Corrective Action Plan). Written notice can be by electronic means, mail, fax or hand delivery. IDJC may limit, withdraw, delay, or cancel any current or future referrals upon default, during such time as the CONTRACTOR remains in default and fails to fully meet the terms of the Corrective Action Plan.

- B. IDJC has no obligation to issue a Corrective Action Plan, and alternatively, upon any default, IDJC may immediately terminate this Contract by mailing a Notice of Termination by certified mail, return receipt requested, or by electronic means, fax or hand delivery to the CONTRACTOR'S address, listed at the end of this Contract. In addition, IDJC may pursue any and all legal, equitable, and other remedies available to IDJC under this Contract or under any applicable law. This Contract shall be considered terminated at the time the notice is placed in the U.S. mail or the date and time electronic or fax notice is sent.

VIII. TERMINATION WITHOUT CAUSE

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Either party may terminate the agreement at any time without cause, by providing fifteen day written notice to the other. Notwithstanding a termination, the CONTRACTOR's obligations to provide follow-up services on work currently in process shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to IDJC in a usable form if termination is requested by either party before the agreement expires.

IX. EMERGENCY TERMINATION

If the CONTRACTOR'S default places the juveniles' safety and well-being in jeopardy or at risk, IDJC may immediately cancel this Contract without notice, and proceed to remove all juveniles as deemed necessary and appropriate by IDJC.

X. CONTRACT EXTENSIONS

IDJC shall have the option to renew this Contract for one (1) additional year by giving written notice to CONTRACTOR no later than ninety (90) days prior to the termination of the then current one (1) year term. Either party can elect to terminate this Contract as stated above and hereby incorporated by reference.

XI. DAMAGES

- A. Upon actual notice of termination of this Contract or receipt of a termination notice, the CONTRACTOR shall:
 - a. Continue to provide staff secure residential services adhering to the terms of this Contract to all juveniles in the CONTRACTOR'S care until IDJC makes other arrangements for placement.
 - b. Deliver or otherwise make available to IDJC, all files, including juvenile files, medical and education records, reports of all kinds (including incident reports), and such other information, whether in paper or electronic form, in control or possession of the CONTRACTOR in providing residential type services to juveniles in IDJC custody pursuant to this Contract, and as may be required by the Idaho Juvenile Corrections Act.

XII. INDEMNIFICATION AND LIABILITY

- A. As both agencies are governmental entities, IDJC and CONTRACTOR are subject to the Idaho Tort Claims Act, Title 9, Chapter 6, Idaho Code, which limits liability for Tort Claims to \$500,000. Notwithstanding anything to the contrary contained in this Contract or in any other contract between the parties related hereto, nothing shall be deemed to constitute a waiver by IDJC of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained.
- B. Termination of this Contract for default shall terminate the non-defaulting parties' obligations or liabilities. However, regardless of any other default or term in this Contract, the obligation herein contained for Indemnification shall survive the default termination of this Contract.

XIII. ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign this Contract, or its rights, obligations, or any other interest arising from this Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of this Contract, at the option of the State. All rights of action, however, for any breach of this Contract are reserved to the State (Idaho Code Section 67-5726[1]).

XIV. RECORDS

- A. IDJC shall have the right to audit and make site visits in such a manner, and at all reasonable

times as it deems appropriate, all activities of the CONTRACTOR arising in the course of its performance or undertakings under this Contract. Any person designated by IDJC for this purpose shall have full access to and right to examine any of said materials during this period.

- B. The CONTRACTOR will maintain all books, records, and other documents relevant to this Contract in accordance with the Juvenile Corrections Act and Rules.
- C. Additional Rights to Records upon Termination of the CONTRACTOR. It is understood and agreed that in case of the termination or cessation of the existence of the CONTRACTOR or any approved subcontractor or assignee by bankruptcy or any other reason, all books, documents, program and fiscal records related to this Contract in the CONTRACTOR'S possession shall become the property of IDJC.
- D. Rights to a Juvenile's Records upon Leaving the CONTRACTOR'S Program. It is understood that when a juvenile leaves the CONTRACTOR'S program, all records maintained by CONTRACTOR are the property of IDJC and shall be promptly returned to it, pursuant also to §20-537, Idaho Code.

XV. CONFIDENTIALITY OF RECORDS

It is expressly acknowledged and agreed that the CONTRACTOR and its employees, agents or others in the facility shall observe all confidentiality of information provisions of the Idaho Code and any pertinent State and Federal rules or regulations. The parties will respond to any other public record requests in accordance with Title 74, chapter 1, Idaho Code.

XVI. APPROPRIATION REQUIRED

It is understood and agreed that the parties are both government entities, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho or Canyon County beyond the term of any particular appropriation of funds as may exist from time to time. In the event funds as may be required and designated to continue this Contract are not appropriated or if such funds become unavailable due to inadequate tax revenues, this Contract shall be at such time automatically terminated and at an end without further liability of the parties. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after the notice.

XVII. TIME IS OF THE ESSENCE

Time is of the essence to this Contract; therefore, all due dates and times for performance stated herein must be strictly complied with by all parties.

XVIII. ACTION THAT IS NOT A BREACH

The failure of the CONTRACTOR or IDJC to insist upon strict performance of any term of this Contract one or more times shall not mean that the contract term has been waived or relinquished of any such covenant or condition, but that the term shall remain in full force and effect unless such waiver is confirmed by the prior written consent of the CONTRACTOR or IDJC.

XIX. GOVERNED BY LAWS OF STATE OF IDAHO

This Contract shall be governed and interpreted by the laws of the State of Idaho.

XX. LICENSES

For the duration of this Contract, the CONTRACTOR will maintain in effect and have in possession all applicable licenses required by the Federal and State statutes and rules and local governmental ordinances, including an Idaho Business License if so required.

XXI. ENTIRE AGREEMENT

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This agreement and related attachments constitute the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written; negotiations; representations; commitments; and all other communications between the parties.

The following Riders, Appendices, and Attachments are incorporated by reference:

Rider A – Worker’s Compensation Insurance.

Rider B – Liability Insurance.

Appendix A – Billing Procedures.

Attachment I – IDJC IDAPA Rules. Available via State of Idaho website.

Attachment II – Statement of Work.

Attachment III – IDJC Additional Requirements.

XXII. AMENDMENTS

This Contract may only be amended, modified or supplemented in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

XXIII. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

XXIV. PREA

The CONTRACTOR must adopt and comply with the PREA standards & acknowledges that IDJC will conduct announced or unannounced compliance monitoring to ensure compliance with the PREA standards. The CONTRACTOR will be subject to a Department of Justice (DOJ) PREA audit every three (3) years. The CONTRACTOR shall be solely responsible for paying for a PREA audit as required by this Contract. Failure to comply with PREA standards may result in termination of this Contract.

XXV. NOTICES

Any written notice required to be given under any provision of this Contract shall be by certified mail, return receipt requested, by electronic means, fax or hand delivery to the parties at the addresses listed in this Contract.

CONTRACTOR: Southwest Idaho Juvenile Detention Center

Contact Person: **Sean Brown**

Mailing Address: 222 N. 12th Ave, Caldwell, ID 83605

Phone: 208-455-6047

Facsimile: 208-454-6618

E-mail: Sean.brown@canyoncounty.id.gov

Federal Employer Identification #:

IDAHO DEPARTMENT OF JUVENILE CORRECTIONS

Purchasing Agent: **Jason Urquhart, CPPB, CPPO**

Mailing Address: 954 W. Jefferson St., Boise, Idaho 83720-0285

Phone: 208-334-5100 Ext. 426

Facsimile: 208-855-2439

E-mail: Jason.urquhart@idjc.idaho.gov

XXVI. SIGNATURE

IN WITNESS WHEREOF, the parties have executed this agreement the day and year signified.

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CONTRACTOR

IDAHO DEPT OF JUVENILE CORRECTIONS

Signature: See next page

Signature: _____

Name: _____

Name: Amy Anderson

Title: _____

Title: Division Administrator

Date: _____

Date: _____

DATED this 22nd day of October 2024

BOARD OF COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did not vote
 _____ Commissioner Leanne Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>did not participate</u> _____ Commissioner Zach Brooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST RICK HOGABOAM, CLERK

By: JROSS _____ Deputy Clerk

STANDARD RIDER A

WORKER'S COMPENSATION INSURANCE

- A. For the duration of this Contract, and until all work specified herein is completed, CONTRACTOR shall have an effective worker's compensation insurance policy in force covering work performed by the CONTRACTOR and the CONTRACTOR'S agents and employees.
- B. The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to generating this Contract. The CONTRACTOR must show proof of such coverage by presenting to IDJC a valid certificate of insurance showing statutory coverage.

STANDARD RIDER B

LIABILITY INSURANCE

For the duration of this Contract and until all work specified in this Contract is completed, the CONTRACTOR shall maintain in effect a policy of general liability insurance, with a minimum coverage of **\$1,000,000**, naming IDJC as additional insured.

Work under this Contract shall not commence until evidence of all required insurance and bonding is provided to IDJC. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

APPENDIX A - BILLING PROCEDURE AND PAYMENT PROVISION

The CONTRACTOR shall submit monthly billings to IDJC. Such billings shall be submitted to:

Idaho Department of Juvenile Corrections
Fiscal Services
P.O. Box 83720
Boise, ID 83720-0285

Billings should be submitted by the fifth day of the month following the month in which services were provided, and shall indicate:

- 1) The names of each juvenile served;
- 2) The dates of entry and discharge for each juvenile;
- 3) The dates on which services were provided to each juvenile;
- 4) The program cost for each juvenile; and
- 5) The total cost per day for each juvenile.

A summary of the billings shall indicate:

- 1) The Contract title;
- 2) The dates for the billing period;
- 3) The daily rate; and
- 4) The total cost.

The period of determining days for billing purposes under the terms of this Contract shall begin with the first calendar day in which IDJC places the juvenile with the CONTRACTOR and shall run continuously to include the calendar day *prior to the day* in which the youth is removed from the care of the CONTRACTOR. **The CONTRACTOR shall notify IDJC Regional Observation & Assessment Center upon actual physical arrival of the youth at the facility for purposes of documentation and billing.**

PAYMENT, under the terms of this Contract, will be made upon actual performance of the service.

The basis of payment for each unit of service under the terms of this Contract is indicated in the rate schedule below. IDJC will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the CONTRACTOR or by its staff, including, but not limited to, medical care or testing. IDJC also agrees to pay the costs of prescription medication and other medical supplies including, but not limited to incontinence pads, special medical items, etc.

THE DAILY RATE FOR SERVICE UNDER THIS CONTRACT IS:

<u>Service Description</u>	<u>Unit of Service</u>	<u>Cost</u>
O&A and Staging	Calendar Day	\$250.00

ATTACHMENT I – IDJC IDAPA RULES

Idaho Administrative Procedures Act (IDAPA) Rules Governing County Juvenile Probation and Detentions Services:

IDAPA 05.01.04

(If not attached, provisions of IDAPA Rules are included by reference thereto with copy having been provided earlier.) Link to website:

<https://adminrules.idaho.gov/rules/current/05/050104.pdf>

Idaho Juvenile Corrections Act: Title 20, Chapter 5, Idaho Code:

<https://legislature.idaho.gov/wp-content/uploads/statutesrules/idstat/Title20/T20CH5.pdf>

ATTACHMENT II – STATEMENT OF WORK

Additional Services Required:

1. Provide juveniles opportunities to participate in any group the CONTRACTOR offers with IDJC prior approval.
2. Provide daily education (Monday-Friday, or when offered at detention).
3. Provide juveniles age-appropriate PREA education within ten (10) days of intake using PREA compliant education material. Communicate the date PREA education was provided to the appropriate IDJC contact.
4. Provide juveniles regular large muscle activity (Monday – Sunday, one (1) hour daily).
5. Provide IDJC staff access to visit the juveniles.
6. Provide IDJC staff access to transport the juvenile to JCC–Nampa for any testing or medical appointments.
7. Provide daily staff feedback pertaining to the following areas:
 - a. Interaction with other juveniles.
 - b. Interaction with staff.
 - c. How the juvenile is accepting feedback from staff and peers.
 - d. Willingness to follow rules and accept authority.
 - e. Observation of family dynamics, (phone calls, visitations) if applicable.
 - f. Observation of Mental Health, i.e. depression, anxiety.
 - g. Any unique treatment considerations.
8. Provide IDJC with a brief written summary prior to the Observation & Assessment staffing.

ATTACHMENT III – IDJC ADDITIONAL REQUIREMENTS

In addition to IDAPA 05.01.04, Rules Governing County Juvenile Probation and Detentions Services, Subchapter B – Rules for Juvenile Detention Centers, the CONTRACTOR is required to comply with the following:

1. Volunteers and interns must not be assigned sole supervision of juveniles.
 2. Denial of the following are prohibited as disciplinary responses:
 - a. Medical or mental health services; and
 - b. Access to family, juvenile services coordinator, juvenile probation officer, and legal counsel.
 3. Every juvenile must be informed of procedures whereby a professional staff person can be contacted on a twenty-four (24) hour basis if the juvenile does not feel safe.
 4. The CONTRACTOR's administration must make periodic contact with the juveniles to assess their safety and respond appropriately to any safety issues or concerns.
 5. If any of the following events occur, the CONTRACTOR must immediately (within twenty-four [24] hours) notify the juvenile's parent or guardian, juvenile services coordinator (JSC), juvenile probation officer (JPO), and the IDJC's regional facility as specified below. IDJC's regional R.N. must also be notified immediately (within twenty-four [24] hours) in the event of all medical and mental health incidents. IDJC's PREA Coordinator must be notified immediately (within twenty-four [24] hours) of all allegations of sexual abuse and sexual harassment.
 - a. Events that require notification to IDJC's regional facility by phone only:
 - i. Death of a juvenile; and
 - ii. Suicide, attempted suicide or verbalizes an intention or a plan to commit suicide.
 - b. Events that require notification to IDJC's regional facility by phone and to the JSC, JPO, and parent by phone or email:
 - i. Medical and mental health emergencies include, but are not limited to:
 1. Every instance of emergency room access;
 2. Refusal of medications;
 3. Refusal of treatment recommended by a physician; and
 4. Refusal food for three (3) days;
 - ii. Any incident of restraint (excluding use for transport) which involves the use of medications, chemicals, or mechanical devices of any kind;
 - iii. Incidents involving major disasters affecting location or well-being of the juveniles;
 - iv. Any restriction of a juvenile's family visitation due to the juvenile's behavior (if the safety of the juvenile and/or visitors is being compromised); and
 - v. Attempted escape.
 - c. Events that require notification to IDJC's regional facility by phone and JSC and JPO by email or phone (IDJC will notify parent/guardian):
 - i. Sexual abuse and sexual harassment among juveniles or by staff; including, but not limited to, incidents reportable under PREA;
 - ii. Criminal activity resulting in arrest, detention, or filing a report with local law enforcement;
 - iii. Alleged or suspected abuse or neglect of juveniles; and
 - iv. Any other relevant report made to the Idaho Department of Health and Welfare or applicable state agency;
 6. In all instances of escape, the CONTRACTOR must immediately notify the juvenile correctional center in Nampa first, followed by the IDJC regional facility, juvenile's parent or guardian, juvenile services coordinator, and juvenile probation officer by telephone (not by facsimile or electronically).
 7. In matters involving life, health, and safety of any juvenile in department custody, IDJC
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shall remove the juvenile within forty-eight (48) hours.

8. The CONTRACTOR must ensure that juveniles with a history of depression or suicidal ideation and who are currently exhibiting these behaviors while in care are checked at least every ten (10) minutes in order to ensure safety. Even more frequent or constant observation must be maintained for juveniles who present an even greater risk of suicide. All items in the area that might be used to attempt self-harm should be restricted or removed based on the level of risk.
9. IDJC will be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the Center or by its staff, including, but not limited to, medical care or testing.
10. If a juvenile refuses a treatment or medication for a condition which poses a significant risk of death or permanent physical impairment, the CONTRACTOR must issue its approval for the immediate administration of the medical treatment or medication in accordance with standard practice.
11. If initiating or modifying any medication, the IDJC's regional R.N. must be notified.
12. Any juvenile placed in isolation or room restriction for cause must be provided a due process hearing within twenty-four (24) hours of placement.
 - a. If the juvenile remains in any type of isolation or room restriction for a period of time exceeding twenty-four (24) hours, additional due process hearings must be provided.
 - i. Hearings may be conducted as frequently as necessary but no period of isolation or room restriction shall exceed a twenty-four (24) hour period without an additional hearing.
 - b. Failure to provide adequate due process hearings is a violation of the Civil Rights of Institutionalized Persons Act (CRIPA) and potentially a juvenile's constitutional rights.
13. Due process hearings for juveniles in any form of isolation or room restriction must consist of the following:
 - a. The juvenile must be informed of the reason they are in isolation or room restriction, and
 - b. The juvenile must have a meaningful opportunity to be heard (or explain their case) by the staff member who imposed the isolation or room restriction or another unit staff AND an uninvolved neutral staff member.
 - i. The neutral staff member may be any direct care staff including supervisors, security staff, etc.
 - ii. If there is a disagreement between the unit staff member and the neutral staff member to continue the use of isolation or room confinement, the Detention Administrator shall be notified to determine whether the juvenile shall be removed from isolation or room restriction.
 1. Due process hearings must be documented.