



AGREEMENT FOR DETENTION/TREATMENT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made as of the date of the last signature below (the date fully executed), will extend through **September 30, 2027**, and may be renewed, extended or amended upon mutual, written agreement between the parties. This Agreement is between the **Idaho Department of Juvenile Corrections**, 954 W. Jefferson St., Boise, ID 82702, (the "Client", an agency of the state of Idaho), and **Canyon County**, 1115 Albany St, Caldwell, Idaho 83605 (the "County").

Whereas, the Client desires to engage the County to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

The Client enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

The County agrees to perform the services required in this Agreement according to the terms and conditions set forth herein, and the Idaho Administrative Procedures Act (IDAPA) 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 – Statement of Work** and **Attachment III – IDJC Additional Requirements**. The services detailed in this Agreement are generally described as Observation & Assessment and Staging.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. *Services to be Rendered.* The Client desires that the County perform, and the County agrees to perform the following: The Client shall use the County's facility to house juveniles for purposes of Observation & Assessment and Staging as further required in **Attachment II – Statement of Work** and **Attachment III – IDJC Additional Requirements**, attached hereto and incorporated by reference. The County's facility is the Southwest Idaho Juvenile Detention Center, 222 N. 12th Ave., Caldwell, Idaho 83605.

2. *County's Performance.* All work done by the County shall be of the highest professional standard and shall be performed to the Client's satisfaction. The detailed manner and method of performing the work is under the control of the County with the Client being interested only in the results obtained. The County is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The County's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee of the state of Idaho (see Idaho Code § 72-102). The County warrants and represents that it has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of Payment.* The Client estimates but does not guarantee that the total value of this Agreement shall be \$225,000.00 per year. The value of this Agreement may be more or less depending on the Client's needs. The Client will not reimburse for expenses under this Agreement. Payment terms are net 30.

The County shall submit monthly billings to the Client. 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) This Agreement's title (Agreement for Detention/Treatment Services);
- 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 Agreement shall begin with the first calendar day in which the Client places the juvenile with the County and shall run continuously to include the calendar day prior to the day in which the juvenile is removed from the care of the County. The County shall notify the Client's regional facility (the Juvenile Correction Center in Nampa, Idaho; JCC-Nampa, 208-465-8443, ext. 2101) upon actual physical arrival of the youth at the County's facility for purposes of documentation and billing.

Payment, under the terms of this Agreement, will be made after actual performance of the service.

The basis of payment for each unit of service under the terms of this Agreement is indicated in the rate schedule below. The Client will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the County or by its staff, including, but not limited to, medical care and medically related testing. The Client 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 under this Agreement is:

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

5. *Reimbursement of Expenses.* The Client shall not be liable to the County for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost or obligation.

6. *Equipment, Tools, Materials or Supplies.* The County shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, State and Local Payroll Taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the County or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the County shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Taxes.* The state of Idaho and the Client are generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code section 63-3622 as a government instrumentality. In addition, the state of Idaho and the Client are generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. If the County is required to pay any taxes incurred as a result of doing business with the state of Idaho or the Client, it shall be solely responsible for the payment of those taxes.

9. *Fringe Benefits.* Because the County is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the state of Idaho's pension, health or other fringe benefit plans.

10. *Notice to the County Regarding its Tax Duties and Liabilities.* The County shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, workers' compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The County shall indemnify the state of Idaho and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the state of Idaho arising out of the County's failure to pay such taxes, fees or contributions.

11. *Indemnification and Liability.* As the Client is a state of Idaho government agency and the County is a political subdivision of the state of Idaho, the Client and the County 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 Agreement or in any other contract between the parties related hereto, nothing shall be deemed to constitute a waiver by the Client of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, under the Idaho Tort Claims Act, or under any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained.

The requirements of this section shall survive termination or expiration of this Agreement.

12. *Sovereign Immunity.* Nothing contained herein shall be deemed to constitute a waiver of the state of Idaho's sovereign immunity, which immunity is hereby expressly retained.

13. *Insurance.* For the duration of this Agreement the County shall maintain in effect a policy of general liability insurance with a minimum coverage of \$1,000,000, naming the Client as additional insured.

Insurance must be provided to the County by companies properly licensed to do business in Idaho.

Evidence of the required insurance shall be provided to the Client upon request. Failure to provide proof of coverage at any time during the term of this Agreement may result in termination of this Agreement by the Client.

14. *Client Not Responsible for Workers' Compensation.* Because the County is engaged in its own independent contracting business and is not an employee of the Client, the Client will not obtain workers' compensation insurance for the County or its employees. The County agrees to obtain workers' compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of workers' compensation insurance to the Client upon request. Failure to provide proof of insurance may be cause to terminate this Agreement.

15. *Termination for Cause.* Default occurs if the County fails to perform or fulfill any term or provision of this Agreement including any of IDAPA 05.01.04 "Rules Governing County Juvenile Probation and Detentions Services, Subchapter B – Rules for Juvenile Detention Centers", and if the County does not cure the defects in performance within ten (10) calendar days (cure period), unless otherwise specified, after receiving written notice from the Client informing the County of defects in performance. Written notice can be by electronic means, mail, fax or hand delivery. The Client may limit, withdraw, delay, or cancel any current or future referrals upon default, during such time as the County remains in default.

The Client has no obligation to allow a cure period, and alternatively, upon any default, the Client may immediately terminate this Agreement by mailing a Notice of Termination by certified mail, return receipt requested, or by electronic means, fax or hand delivery to the County's address listed in this Agreement. In addition, the Client may pursue any and all legal, equitable, and other remedies available to the Client under this Agreement or under any applicable law. This Agreement 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.

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

16. *Termination without Cause.* Either party may terminate this Agreement, with or without cause, at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination of this Agreement, the County's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination occurs before this Agreement expires.

17. *County Obligations Related to Termination.* If the Client terminates this Agreement, the County shall continue to provide staff secure placement services adhering to the terms of this Agreement to all juveniles placed by the Client in the County's facility until the Client makes other arrangements for placement. Additionally, the County shall deliver or otherwise make available to the Client, 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 County in providing the services required in this Agreement, and as may be otherwise required by the Idaho Juvenile Corrections Act.

18. *Notices.* Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by email with proof of receipt to the other party at the other party's address identified in this section. Either party may change its address by giving notice of the change in accordance with this section.

For Notices to the County

Southwest Idaho Juvenile Detention Center
Mailing Address: 222 N. 12th Ave, Caldwell, ID 83605
Phone: 208-455-6047
Facsimile: 208-454-6618
Contact Person: Sean Brown
Email: sean.brown@canyoncounty.id.gov

For Notices to the Client

Idaho Department of Juvenile Corrections
Mailing Address: 954 W. Jefferson St., Boise, Idaho 83720-0285
Phone: 208-334-5100 Ext. 426
Facsimile: 208-855-2439
Contact Person: Jason Urquhart, IDJC Purchasing Agent
Email: jason.urquhart@idjc.idaho.gov

19. *No Authority to Bind the Client.* The County has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and County in any respect.

20. *Assignments.* The County shall not assign this Agreement, or its rights, obligations, or any other interest arising from this Agreement, 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 Agreement, at the option of the state of Idaho. All rights of action, however, for any breach of this Agreement are reserved to the state of Idaho. (Idaho Code § 67-5726[1]).

21. *Subcontracting.* Unless otherwise allowed by the Client in this Agreement, the County shall not, without written approval from the Client, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the Client of the County's request to subcontract or acceptance of or payment for subcontracted work by the Client shall not in any way relieve the County of any obligation under this Agreement. The County shall be and remain liable for all damages to the Client caused by negligent performance or non-performance of work under this Agreement by the County's subcontractor or its sub-subcontractor. Except where the Client has approved in writing the County's subcontract with other insurance provisions, the County must require all of its subcontractors under this Agreement to purchase and maintain the insurance coverage set forth in this Agreement for the County in connection with the performance of work by the approved subcontractor.

22. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

23. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the County.

24. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the County. The following Appendices and Attachments are attached hereto and incorporated by reference:

Attachment I – IDJC IDAPA Rules.

Attachment II – Statement of Work.

Attachment III – IDJC Additional Requirements.

25. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

26. *Applicable Law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles. The parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to this Agreement.

27. *Legal Compliance.* The County agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

28. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the legislature of the state of Idaho as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the state of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

29. *Officials, Agents and Employees of the Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the state of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the state of Idaho.

30. *Licenses.* For the duration of this Agreement, the County shall maintain in effect and have in possession all applicable licenses required by federal statutes, state statutes, state rules and local governmental ordinances, including an Idaho Business License if required by state statutes or rules.

31. *Public Records.* The County recognizes that the Client is subject to the Idaho Public Records Laws, Chapter 1, Title 74 Idaho Code. Notwithstanding any provision of this Agreement to the contrary, the Client may comply with the Idaho Public Records Laws.

32. *Alternative Dispute and Contested Hearings.* In accordance with Idaho Code title 67, chapter 52, the Office of Administrative Hearings shall conduct adjudicatory hearings, mediations, and arbitrations on behalf of the Client.

33. *Apportionment of Liability.* The Client and the County shall be responsible only for the acts, omissions or negligence of such agency's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. The parties acknowledge that the Client and County participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program"). Each of the parties is obligated to notify the Division of Risk Management and the other agency upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.

Nothing in this Agreement shall extend the tort responsibility or liability of either the Client or the County beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 et seq. Any covered third-party tort liability claim, suit or loss arising from this Agreement shall be allocated to one or both agencies by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments.

Each agency shall be responsible for damage to property of the other agency caused by its employees in the performance of the Agreement. If property damage arises in the performance of this Agreement and is covered by the Risk Program, the Division of Risk Management shall charge the damage or loss to the responsible agency's loss history, and the responsible agency shall pay the deductible, if any.

If a claim or damage is not covered by the Risk Program, the responsible agency shall pay the costs arising from such damage or claim. If a claim or damage arises from both agencies' performance of the Agreement or is not allocable to either agency, each agency shall pay the costs to such agency arising from the claim or damage.

34. *Confidentiality.* The Client may disclose information to the County that it regards as proprietary or confidential ("Confidential Information"). The County shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information given to it by the Client to any third party except with the Client's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and only then upon timely notice to the Client. The Client may require that the County agree in writing to the obligations contained in this section. The confidentiality obligation contained in this section shall survive termination of this Agreement.

35. *Data Ownership.* The Client owns and retains full right and title, and unrestricted access to its Confidential Information. The County shall not collect, access, or use the Client's Confidential Information except in the course of providing services provided under this Agreement. Except as expressly allowed by the terms of this Agreement, no information regarding the Client's use of the County's services may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by order of a court of competent jurisdiction. Upon the Client's request, the County shall return or destroy the Client's Confidential Information, whichever is requested by the Client. The requirements of this section shall survive the termination or expiration of this Agreement.

36. *Nonexclusive Contracting.* The Client does not agree to use the County exclusively and is free to contract for similar services with other parties. The County is also free to contract with other parties while under contract with the Client.

37. *Records.* The Client shall have the right to audit in such a manner, and at all reasonable times as it deems appropriate, all activities and records of the County relating to the services provided under this Agreement. Any person designated by the Client for this purpose shall have full access to and right to examine any of said materials during for the duration of this Agreement. Pursuant to this, the Client may make site visits at the County's facility with or without notice to observe activities, examine records or both. Site visits may occur at any time and any day of the week, but the Client will endeavor to conduct them between the hours of 8 a.m. and 5 p.m. Mountain time on weekdays.

The County shall maintain all books, records, and other documents pertaining to the services provided under this Agreement in accordance with the Juvenile Corrections Act and IDAPA 05.01.04 "Rules Governing County Juvenile Probation and Detentions Services, Subchapter B – Rules for Juvenile Detention Centers".

It is understood and agreed that in case of the termination or cessation of the existence of the County or any approved subcontractor or assignee by bankruptcy or any other reason, all books, documents, program and fiscal records related to the services provided under this Agreement in the County's possession shall become the property of the Client.

It is understood that when a juvenile leaves the County's facility, all records maintained by the County relating to the services provided to that juvenile are the property of the Client and shall be promptly delivered to the Client, pursuant also to §20-537, Idaho Code.

38. *PREA.* The County must adopt and comply with the Prison Rape Elimination Act (PREA) standards, and the County acknowledges that the Client will conduct compliance monitoring at the County's facility with or without notices to ensure compliance with the PREA standards. The County shall be subject to a United States Department of Justice (DOJ) PREA audit every three (3) years. The County shall be solely responsible for paying for each DOJ PREA audit. Failure to comply with PREA standards may result in termination of this Agreement.

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

40. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

41. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Client

County

Signature: _____

Signature: See next page _____

Amy Anderson

(Print) _____

Title: Division Administrator

Title: _____

Date: _____

Date: _____

DATED this 8th day of September 2026

BOARD OF COUNTY COMMISSIONERS

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

	Yes	No	Did not vote
<u>Not in attendance</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	<u>X</u>	_____	_____
<u>Zach Brooks</u> Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: Jess Urresti

By: [Signature]
Deputy Clerk

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 to this Agreement, provisions of these IDAPA rules are included by reference and can be obtained via this link:

<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

The County shall:

- II.A Provide juveniles opportunities to participate in any group the County offers with the Client's prior approval.
- II.B Provide daily education (Monday through Friday, or when offered at detention).
- II.C Provide juveniles age-appropriate PREA education within ten (10) days of intake using PREA compliant education material (and communicate the date PREA education was provided to the appropriate Client contact).
- II.D Provide juveniles regular large muscle activity (Monday through Sunday, one (1) hour daily).
- II.E Provide the Client staff access to transport juveniles out of the County's facility for any testing or medical appointments.
- II.F Provide its staff daily feedback pertaining to the following areas:
 - II.F.1 Interaction with other juveniles.
 - II.F.2 Interaction with staff.
 - II.F.3 How the juvenile is accepting feedback from staff and peers.
 - II.F.4 Willingness to follow rules and accept authority.
 - II.F.5 Observation of family dynamics, (phone calls, visitations) if applicable.
 - II.F.6 Observation of mental health including but not limited to possible depression or anxiety.
 - II.F.7 Any unique treatment considerations.

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” and the requirements of **Attachment II – Statement of Work**, the County is required to comply with the following:

- III.A Volunteers and interns must not be assigned sole supervision of juveniles.
- III.B Denial of the following are prohibited as disciplinary responses:
 - III.B.1 Medical or mental health services; and,
 - III.B.2 Access to family, juvenile services coordinator, juvenile probation officer, and legal counsel.
- III.C 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.
- III.D The County’s administration must make periodic contact with the juveniles to assess their safety and respond appropriately to any safety issues or concerns.
- III.E If any of the following events occur, the County must immediately (within twenty-four [24] hours) notify the juvenile’s parent or guardian, juvenile services coordinator (JSC), juvenile probation officer (JPO), and the Client’s regional facility as specified below. The Client’s regional R.N. must also be notified immediately (within twenty-four [24] hours) in the event of all medical and mental health incidents. The Client’s PREA Coordinator must be notified immediately (within twenty-four [24] hours) of all allegations of sexual abuse and sexual harassment.
 - III.E.1 Events that require notification to the Client’s regional facility by phone only (208-465-8443, ext. 2101) on a twenty-four (24) hour basis:
 - III.E.1.1 Death of a juvenile; and,
 - III.E.1.2 Suicide, attempted suicide or verbalizes an intention or a plan to commit suicide.
 - III.E.2 Events that require notification to the Client’s regional facility by phone and to the JSC, JPO, and parent by phone or email:
 - III.E.2.1 Medical and mental health emergencies include, but are not limited to:
 - III.E.2.1.1 Every instance of emergency room access;
 - III.E.2.1.2 Refusal of medications;

III.E.2.1.3 Refusal of treatment recommended by a physician; and,

III.E.2.1.4 Refusal food for three (3) days.

III.E.2.2 Any incident of restraint (excluding use for transport) which involves the use of medications, chemicals, or mechanical devices of any kind;

III.E.2.3 Incidents involving major disasters affecting location or well-being of the juveniles;

III.E.2.4 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,

III.E.2.5 Attempted escape.

III.E.3 Events that require notification to the Client's regional facility by phone and JSC and JPO by email or phone (the Client will notify parent/guardian):

III.E.3.1 Sexual abuse and sexual harassment among juveniles or by staff; including, but not limited to, incidents reportable under PREA;

III.E.3.2 Criminal activity resulting in arrest, detention, or filing a report with local law enforcement;

III.E.3.3 Alleged or suspected abuse or neglect of juveniles; and,

III.E.3.4 Any other relevant report made to the Idaho Department of Health and Welfare or applicable state agency.

III.F In all instances of escape, the County must immediately notify the Juvenile Correction Center in Nampa at 208-465-8443, ext. 2101.

III.G In matters involving life, health, and safety of any juvenile in department custody, the Client shall remove the juvenile within forty-eight (48) hours.

III.H The County 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.

III.I The Client will be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the County or by its staff, including, but not limited to, medical care or testing.

III.J If a juvenile refuses a treatment or medication for a condition which poses a significant risk of death or permanent physical impairment, the County must issue its approval for the immediate administration of the medical treatment or medication in accordance with standard practice.

III.K If initiating or modifying any medication, the Client's regional R.N. must be notified.

III.L Any juvenile placed in isolation or room restriction for cause must be provided a due process hearing within twenty-four (24) hours of placement.

III.L.1 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.

III.L.1.1 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.

III.L.2 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.

III.M Due process hearings for juveniles in any form of isolation or room restriction must consist of the following:

III.M.1 The juvenile must be informed of the reason they are in isolation or room restriction.

III.M.2 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.

III.M.2.1 The neutral staff member may be any direct care staff including supervisors, security staff, etc.

III.M.2.2 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 County's Detention Administrator shall be notified to determine whether the juvenile shall be removed from isolation or room restriction.

III.M.2.2.1 Due process hearings must be documented.