STATE OF IDAHO
INTERAGENCY AGREEMENT
FOR JUVENILE RESIDENTIAL TREATMENT

PURPOSE
To establish guidelines for a working agreement between 3-B Juvenile Detention Center, (hereinafter called "CONTRACTOR"), and the Idaho Department of Juvenile Corrections (hereinafter the "DEPARTMENT"), for the provision of residential treatment services for juveniles in the custody of the DEPARTMENT. This AGREEMENT is made effective upon signature of all parties, and will expire upon written termination.

AUTHORITY
The DEPARTMENT enters into this INTERAGENCY CONTRACT pursuant to authority granted to it in Title 20, Chapter 5, Idaho Code, Division of Purchasing policy directive 06-3 and Section 67-2332, Idaho Code.

The CONTRACTOR agrees to perform this Contract according to the terms and conditions set forth herein, and the Idaho Administrative Rules 05.01.01 "Rules For Contract Providers", to the extent they apply to a county governmental entity. The CONTRACTOR agrees to provide, and THE DEPARTMENT agrees to accept the services detailed in the Program Description (attached as Appendix A) and generally described as:

AISB Program Services.

The DEPARTMENT shall pay CONTRACTOR under the terms and conditions set forth in Appendix B.
RELATIONSHIP OF PARTIES

The DEPARTMENT is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the day-to-day operations of The CONTRACTOR, agents, employees and workers will lie solely with The CONTRACTOR.

The CONTRACTOR is not an agent of the DEPARTMENT, or the State of Idaho for any purpose whatsoever. Neither The CONTRACTOR nor its agents or employees are employees of the State of Idaho, and are not entitled to any benefits of employment provided by the DEPARTMENT to its employees.

INCIDENT REPORTING

See section 262, Title 01, Chapter 01, in the IDAPA 05 rules for contract providers.

REQUIRED MEDICAL SERVICES

A. Confidentiality of personal health information of each juvenile shall be maintained in accordance with the Privacy Regulations promulgated under HIPAA of 1996 or, if more stringent, the laws of the state of Idaho. (SOURCE of Language IDAPA 05.01.01.320)

B. Each juvenile shall be provided with emergency medical, dental, optical, mental health or any other related health services while in the provider's care. Each provider shall have access, on a twenty-four hour basis, to a licensed general hospital, clinic or physician, psychiatrist, dentist and pharmacy to provide juveniles with professional and qualified physical or mental health services, including prescribed medications. Health, mental health, and suicide risk screening must be provided within two (2) hours of each juvenile's admission into treatment. (SOURCE of Language IDAPA 05.01.01.321.01)

C. In cases of emergency medical treatment requiring signed authorization for juveniles in the custody of the department, reasonable efforts must be made to obtain the consent of the parent or guardian. The signature of only one (1) parent or guardian is sufficient to form consent or authorization. Should the parent or guardian not be available or refuse to sign, the authorization may be signed by the Department's regional R.N. or designee. This does not restrict the provider from taking action in life and death situations. (SOURCE of Language IDAPA 05.01.01.321.03)

D. Prior approval must be secured and documented from the Regional R.N. for all non-emergent medical services except annual health services. (322.02)

E. Non-emergent medical services must be provided on-site by licensed medical professionals on as needed basis.
F. The provider shall immediately report critical health incidents as follows: IMMEDIATE notice to parent/guardian; IMMEDIATE notice to JPO, JSC and to the Regional State Facility by telephone. A written incident report shall also be transmitted within twenty-four (24) hours to the same parties. A critical health incident includes but is not limited to all health and mental health emergencies and every instance of emergency room access. (323 & 262.02)

G. Any time a juvenile receives medical treatment the provider shall retain the original medical record regarding treatment and send a copy to the Department's regional R.N. immediately to ensure that accurate and current health records are maintained for each juvenile. (322.03)

H. All providers must have a written plan for responding to juveniles who present a risk of suicide. The procedure shall, at a minimum, include a process for determination or assessment of suicidal behavior and risk, a procedure for contacting local mental health providers and the department, and a plan of direct supervision of a juvenile until the suicide crisis has ended. A suicide risk screening must be completed on every juvenile within two (2) hours of admission into treatment.

I. THE DEPARTMENT custody juveniles who have previously been served by THE DEPARTMENT contracted licensed health care professionals in a state facility will continue to have their medication management concerns provided for by the Department.

J. THE DEPARTMENT medical staff cannot provide on-site medical care for juveniles in contracted residential treatment.

K. THE DEPARTMENT will not request its contract physicians, PAs or psychiatrists to prescribe medications for juveniles that they have not previously served.

EDUCATION REQUIREMENTS

Educational services will be provided in accordance with the Idaho State Department of Education standards.

TERMINATION

Either the DEPARTMENT or The CONTRACTOR may cancel this AGREEMENT at any time with or without cause upon thirty (30) days' written notice to the other party specifying the date of termination. Cancellation of the AGREEMENT by either party shall terminate the obligations or liabilities of the parties, except that the obligation or liabilities incurred prior to the termination date shall be honored and the obligation for Indemnification contained in this AGREEMENT shall survive the default termination of this AGREEMENT.

Upon actual notice of contract termination or receipt of a termination notice the CONTRACTOR shall:
1. Continue to provide staff secure residential services adhering to the terms of this Contract to all juveniles in the CONTRACTOR'S care until THE DEPARTMENT makes other arrangements for placement.

2. Deliver or otherwise make available to THE DEPARTMENT, all files, including any and all 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 services to juveniles in THE DEPARTMENT custody pursuant to this CONTRACT, and as may be required by the Idaho Juvenile Corrections Act.

**EMERGENCY TERMINATION**

If, for any reason, The CONTRACTOR default places the juvenile's safety and well being in jeopardy or at risk, the DEPARTMENT may immediately cancel this contract without notice, and proceed to remove all juveniles as deemed necessary and appropriate by the DEPARTMENT.

**INDEMNIFICATION**

A. The CONTRACTOR shall indemnify, defend and save harmless the state of Idaho, and the DEPARTMENT, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of The CONTRACTOR or any sub-contractors caused by or arising out of The CONTRACTOR's performance, act, or omission of any terms of this AGREEMENT. Nothing in this provision shall extend the liability of The CONTRACTOR beyond the liability provided in the Idaho Tort Claims Act, Idaho Code §6-901, et seq.

B. The DEPARTMENT shall indemnify, defend and save harmless The CONTRACTOR, its officers, agents, employees, and subcontractors from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the DEPARTMENT caused by or arising out of the DEPARTMENT'S performance, act, or omission of any terms of this AGREEMENT. Nothing in this provision shall extend the liability of the DEPARTMENT or the state of Idaho beyond the liability provided in the Idaho Tort Claims Act, Idaho Code §6-901, et seq.

**ASSIGNMENT AND SUBCONTRACTING**

Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the 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 the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).
OWNERSHIP OF INFORMATION

The DEPARTMENT, shall have unlimited rights to own, possess, use, disclose, transfer, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented or furnished by The CONTRACTOR under this AGREEMENT for services.

RECORDS

A. The CONTRACTOR agrees to maintain books, records, documents, and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT as required by the DEPARTMENT, in accordance with the Idaho Juvenile Corrections Act and Rules or any federal grantor agency.

B. THE DEPARTMENT 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 THE DEPARTMENT for this purpose shall have full access to and right to examine any of said materials during this period, as allowed by law and rule.

C. Rights to a Juvenile's Records Upon Leaving CONTRACTOR'S Program. It is understood that when a juvenile leaves the CONTRACTOR'S Program, all records maintained by CONTRACTOR pertaining to that juvenile are the property of THE DEPARTMENT and shall be promptly returned to it, pursuant to §20-537, Idaho Code.

D. The CONTRACTOR agrees to maintain all books, records, and other documents relevant to this AGREEMENT for three (3) years after final payment, and federal auditors and any person duly authorized by the DEPARTMENT shall have full access to and right to examine any of said materials during this period.

E. It is agreed that if an audit, litigation, arbitration, mediation, contested case, or other action involving books, documents, or records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever period is later.

F. Subcontracts. Requirements of this section must be included in all approved subcontracts and assignments.

GRIEVANCE PROCEDURE

The CONTRACTOR will establish a system through which recipients may present grievances about the operation of the service program. The CONTRACTOR will advise recipients of this right and will also advise applicants and recipients of their right to
appeal denial or exclusion from the program or failure to recognize a recipient's choice of service and their right to a fair hearing in these respects. Whenever an applicant or recipient requests a fair hearing, the DEPARTMENT will make arrangements to provide such hearing through its regular fair hearing procedures.

CONFIDENTIALITY

It is expressly acknowledged and agreed that The CONTRACTOR shall observe all confidentiality of information provisions of the Idaho Code, including the Supreme Court Administrative Rules, and any pertinent state and federal regulations.

APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the DEPARTMENT is a government entity, and this AGREEMENT shall in no way or manner by construed so as to bind or obligate the state of Idaho beyond the terms of any particular appropriation of funds by the state legislature as may exist from time to time. In the event the legislature of the state of Idaho fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payment for this AGREEMENT or if such funds become unavailable due to inadequate tax revenues, this AGREEMENT shall be at such time automatically terminated and at an end without further liability to the DEPARTMENT. All further rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after the notice to The CONTRACTOR.

TIME OF PERFORMANCE

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

GOVERNED BY LAWS OF STATE OF IDAHO

This AGREEMENT shall be governed and interpreted by the laws of the state of Idaho.

COMPLETE STATEMENT OF TERMS

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. It may not be released, discharged, changed, extended, modified, or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except by AMENDMENT or TASK ORDER. An AMENDMENT or TASK ORDER must be in writing and signed by duly authorized representatives of The CONTRACTOR and the DEPARTMENT.
NONWAIVER OF BREACH

The failure of The CONTRACTOR or the DEPARTMENT to insist upon strict performance of any of the covenants and conditions of this AGREEMENT or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such covenant or condition, but the same shall be and remain in full force and effect unless such waiver is evidenced by the prior written consent of The CONTRACTOR or the DEPARTMENT.

SEVERABILITY

If any term or provision of this AGREEMENT is held by a court of competent jurisdiction to be illegal or in conflict with any Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular term or provision held to be invalid.

INSURANCE

For the duration of this AGREEMENT, and until all work specified herein is completed, The CONTRACTOR shall have an effective workers compensation insurance policy in force covering work performed by and agents and employees, and must show proof of such coverage by presenting to the DEPARTMENT a valid certificate of insurance showing statutory coverage.

For the duration of the AGREEMENT and until all work specified in the AGREEMENT is completed, The CONTRACTOR Jail shall maintain liability (both general and, as applicable, professional liability) insurance coverage that will, in addition to protecting The CONTRACTOR from actions of its employees, agents, and subcontractors, also provide a defense for the DEPARTMENT from actions of The CONTRACTOR employees agents, and subcontractors.

Evidence of liability insurance shall consist of a completed certificate of insurance signed by the insurance agent for the county’s policy through ICRMP including the DEPARTMENT and the state of Idaho as additional insured’s and made a part of this AGREEMENT, or as otherwise submitted by ICRMP.

PREA

The CONTRACTOR must have a written plan for preventing, detecting, and responding to allegations and/or incidents of sexual assault or sexual misconduct, pursuant to the Prison Rape Elimination Act of 2003, 117 Stat. 972, Pub. Law 108-79, Sept. 4, 2003. The written plan must promote the zero tolerance of sexual activity involving DEPARTMENT juveniles, regardless of consent. The CONTRACTOR must provide the DEPARTMENT with a copy of such plan. Any allegations or incidents of sexual assault and/or sexual misconduct involving DEPARTMENT juveniles must immediately be
reported to the DEPARTMENT and such juveniles must immediately be provided with all appropriate medical and mental health care. The CONTRACTOR must also cooperate fully with the DEPARTMENT in any investigation regarding sexual assault and/or sexual misconduct involving juveniles in DEPARTMENT custody. (216.01)

Any notice required to be given under any provision of this AGREEMENT shall be by certified mail, return receipt requested,

3-B Juvenile Detention Center
Brian Walker
605 N. Capitol
Idaho Falls, ID 83402
208-542-2947
Fax 208-542-2970
E-Mail: bwalker@co.bonneville.id.us.

and the DEPARTMENT at:

Don Elliott, CPPB
Idaho Department of Juvenile Corrections
954 W. Jefferson Street, PO Box 83720
Boise, ID 83720-0285
County Commissioners:

Signed: Roger S. Anderson
Date: 2-15-16
Title: Chairman

Signed: [Signature]
Date: [Signature Date]
Title: [Signature Title]

For the DEPARTMENT:

Signed: ___________________________ Date: ___________________________
Sharon Harrigfeld, Director
Idaho Department of Juvenile Corrections

Agreement Inquiries to:
Don Elliott, CPPB
Purchasing Agent
Idaho Department of Juvenile Corrections
P.O. Box 83720
Boise, ID 83720-0285
208-334-5100 Ext 433
Fax 208-855-2439
Don.elliott@idjc.idaho.gov

The following Appendices are incorporated by reference:
APPENDIX A

DESCRIPTION OF SERVICES PROVIDED

AISB Program Services

PCA # 32910
APPENDIX B
BILLING PROCEDURE AND PAYMENT PROVISION

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

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

Billings should be submitted by the fifth (5th) days 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 total cost per day for each juvenile.

A summary of the billings shall include:

1. The dates for the billing period;
2. The daily rate; and
3. 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 DEPARTMENT 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 the DEPARTMENT'S Transport Coordinator upon actual physical arrival of the youth at the facility for purposes of documentation and billing.

PAYMENT, under the terms of this AGREEMENT, will be made upon 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 RATES FOR SERVICE UNDER THIS AGREEMENT ARE:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Unit of Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AISB Program</td>
<td>Calendar Day</td>
<td>$235.00 per Day</td>
</tr>
</tbody>
</table>
APPENDIX C

Idapa Rules Attached

(If not attached, provisions of Idapa rules are included by reference thereto with copy having been provided earlier) Link to web site: