

Minnehaha County Juvenile Detention Center

DATE: December 15, 2021
TO: County Commissioners
FROM: Jamie Gravett, Director
RE: Partner County Per Diem for 2022

Commissioners,

Enclosed is the Partner Agreement for Per Diem to house youth in both the Secure and Non-Secure sections of the Minnehaha County Regional Juvenile Detention Center (JDC) as well as the Shelter Care, being operated by Lutheran Social Services. This agreement is for the period of time from January 1, 2022, until December 31, 2022.

The daily rate for the JDC is set at \$257.00 per bed, per day. The rate for Shelter Care will be \$257.00 per bed, per day. This reflects a 5.2% increase over the 2021 rate.

I respectfully request you authorize your Chairperson to enter into and sign the two copies of this agreement and return them to me for final approval by the Minnehaha County Commission.

Minnehaha County sincerely values our partnerships and is looking forward to continued collaboration with you for the best interest of our youth. Thank you for your time and consideration. If you have any questions, please contact me at (605) 367-4313 or jgravett@minnehahacounty.org.

Sincerely,



Jamie Gravett, Director

FILED
IN THE OFFICE OF
YANKTON COUNTY AUDITOR

DEC 20 2021

PATTY A. HOJEM
COUNTY AUDITOR



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**AGREEMENT FOR DETENTION SERVICES BETWEEN
MINNEHAHA COUNTY, LUTHERAN SOCIAL SERVICES SOUTH DAKOTA
AND YANKTON COUNTY**

THIS AGREEMENT, made and entered into this ____ day of _____, ____ by and between Minnehaha County, South Dakota (“Minnehaha County”) and Yankton County, South Dakota, (“Placing County”) and Lutheran Social Services, South Dakota, 621 East Presentation Street, Sioux Falls, South Dakota 57104, (“LSS”);

WITNESSETH:

WHEREAS, Minnehaha County operates and maintains a facility for the housing of children ordered detained on a secure basis, said facility being known as the Minnehaha County Juvenile Detention Center (“JDC”), and contracts for non-secure detention services through LSS and desires to make the services of those facilities available to Placing County; and

WHEREAS, the Placing County is desirous of utilizing detention facilities operated by Minnehaha County for children ordered detained by Courts of the Placing County or for those children detained as a result of statutory in-take criteria;

NOW, THEREFORE, in consideration of use of the premises and the mutual agreements and the covenants contained herein, Minnehaha County, LSS, and Placing County agree to the following:

I. SERVICES

- A. Minnehaha County and the LSS will provide Placing County, pursuant to the terms set out in the remainder of this Agreement, with facilities for the secure and non-secure detention of children ordered detained by the Courts of the Placing County or by a qualified intake officer. These facilities will only be available to Placing County for the children in either a pre-adjudicatory status or a post-adjudication status. Minnehaha County, in its sole discretion, may accept children in a post-dispositional status in exceptional circumstances for a limited period. Minnehaha County, through its intake officers, will determine, to the extent not in contravention of any prior judicial directive, the placement of juveniles in either secure or non-secure detention.
- B. The following services will be furnished to all detainees during their detention at the facility as a part of the per-diem cost regardless of the length of detention:
 - 1. Food and shelter
 - 2. Personal hygiene supplies
 - 3. 24-hour adult supervision
 - 4. Initial medical, dental, and mental health screening
 - 5. General in-house counseling services
 - 6. Group activities

7. Recreation programs
 8. Transportation for in-house activities
 9. Emergency or crisis counseling
 10. Education services
 11. Public schools when appropriate
 12. In-house school programs
- C. The following additional services will be furnished during the child's detention as part of the per-diem cost for any child who is or may reasonably be expected to be detained for a period in excess of fourteen (14) days, unless otherwise indicated:
1. Educational assessment
 2. Family assessment
 3. Behavioral assessment
- D. The following services may be made available, with the approval of Placing County, from community providers on a direct-billing basis to Placing County and are not included in the per-diem cost:
1. Psychological and psychiatric evaluation and consultation
 2. Medical, dental and optical care, treatment and corrective measures
 3. Substance abuse evaluation and therapy
 4. Sexual and/or child abuse evaluation and therapy
 5. Individual, group, and family counseling
 6. Any diagnostic medical, dental, and optical testing involving costs in excess of those for in-house examinations.
- E. Emergency medical and dental care may be obtained from community providers by Minnehaha County and LSS without prior approval of Placing County. These services will be billed directly to Placing County and are not included in the per-diem cost. Minnehaha County policy requires a physical examination for juveniles housed in JDC for longer than seven days. Placing County will be responsible for the cost of the physical examination.
- F. Placing County shall pay promptly for any of the above services billed directly to the Placing County.

II. PLACEMENT INFORMATION REQUIRED

- A. Placing County shall furnish to Minnehaha County, as soon as practical, the following:
1. Detention or other appropriate order from appropriate Court of Placing County, if available, and, if not available at time of admission, proof acceptable to