

## 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](mailto:jgravett@minnehahacounty.org).

Sincerely,



Jamie Gravett, Director

FILED  
IN THE OFFICE OF  
YANKTON COUNTY AUDITOR

DEC 20 2021

PATTY A. HOJEM  
COUNTY AUDITOR



4200 S. West Avenue, Sioux Falls, SD 57105  
**Strong Foundation. Strong Future.**  
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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

Minnehaha County of the nature of the placement and of the fact that the placement is court-authorized or made by a qualified intake officer.

2. Medical care consent executed by custodial parents, legal guardian, or, where appropriate, a welfare department representative or health care representative, authorizing Minnehaha County to process initial medical and dental assessments, administer prescription medication, and secure both emergency and routine medical and dental services.
- B. Appropriate authorities in the Placing County shall furnish to Minnehaha County within forty-eight (48) hours from admission the following:
1. School records
  2. An executed notarized form authorizing general release of information to Minnehaha County
  3. A list of family members and contacts
  4. A list of permitted visitors
  5. If not already furnished, a detention or other appropriate order from a court of Placing County.
- C. Appropriate authorities in the Placing County, to the best of their ability, shall furnish to Minnehaha County as soon as practicable after admission the following:
1. Social security number of the child
  2. Any and all available psychiatric and psychological evaluations
  3. A medical and dental history for the child including, without limitation, immunization records, any special medical problems, mental health problems, and prescription medication.

### **III. TERM OF AGREEMENT**

The term of this agreement shall commence on January 1, 2022, and end on December 31, 2022.

### **IV. AVAILABILITY AND COST OF BEDS**

- A. The purpose of this Agreement is to allow Placing County to utilize available secure and non-secure beds. This Agreement is not a guarantee to Placing County of bed space and is subject to availability. The terms of this Agreement apply to placement in both secure and non-secure beds.
- B. Subject to availability, beds will be made available by Minnehaha County and LSS to Placing County at the following per-diem cost:
1. Two Hundred Fifty-seven dollars (\$257.00) per day for beds for secure detention and non-secure detention at the Regional Juvenile Detention Center.

2. Two Hundred Fifty-seven dollars (\$257.00) per day for beds for non-secure detention at Lutheran Social Services, South Dakota.
- C. For the purpose of computing per-diem, a "day" shall begin at 12:00.01 AM and end the following midnight. Any part of a day shall be considered a whole day for the computation purposes. However, no payment is required for the last day of placement.

#### **V. PAYMENT**

- A. Placing County will be billed directly by Minnehaha County for secure detention and non-secure detention services. Payment for secure and non-secure placement will be remitted to the JDC.
- B. The charges for beds shall be billed on or before the tenth (10<sup>th</sup>) day of the month immediately following the month in which the charges are incurred, and regardless shall be due and payable within thirty (30) days of the date of the invoice.
- C. Any and all contributions by the parents of a child toward reducing the cost of the child's placement at Minnehaha County shall be paid to Placing County and not to Minnehaha County.

#### **VI. RIGHT TO REFUSE OR TERMINATE PLACEMENT**

Prior to in-take proceedings, at in-take proceedings, and after in-take proceedings but prior to court order of child placement, Minnehaha County or LSS reserves the right either to refuse placement or to terminate placement of any child from Placing County for any good and sufficient reason which may include, but shall not be limited to, the following:

- A. Either acute behavior of the child or a health problem of the child which endangers the health or well-being of the child or other residents, staff, or property.
- B. Suicidal or self-destructive tendencies of the child.
- C. Psychotic or severely emotional disturbed behavior.
- D. Failure by Placing County to make timely payment for services under terms of this agreement.
- E. Lack of available bed space.

#### **VII. INSURANCE**

Minnehaha County shall at all times maintain adequate liability coverage to protect Placing County and LSS from any claims of injury to any person or damage to property caused by a negligent act or omission of Minnehaha County, their agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement. Placing County shall at all times maintain adequate liability coverage or insurance coverage to protect Minnehaha County and LSS from any claims of injury to any person or damage to property caused by a negligent act or omission of Placing County, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this

Agreement. LSS shall at all times maintain adequate liability coverage or insurance coverage to protect Minnehaha County and Placing County from any claims of injury to any person or damage to property caused by a negligent act or omission of LSS, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement.

#### **VIII. MINNEHAHA COUNTY'S LIABILITY**

- A. Minnehaha County shall not be responsible for any injury to persons or damage to property caused by a negligent act or omission of Placing County, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement. Minnehaha County shall not be responsible for any injury to persons or damage to property caused by a negligent act or omission of the LSS, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement. The parties agree that any liability of Minnehaha County shall only be to the extent that liability coverage applies.
- B. Minnehaha County shall not be responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delay or default which cannot be foreseen or provided against.

#### **IX. LSS' LIABILITY**

- A. LSS shall not be responsible for any injury to persons or damage to property caused by a negligent act or omission of Placing County, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement. LSS shall not be responsible for any injury to persons or damage to property caused by a negligent act or omission of Minnehaha County, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement.
- B. LSS shall not be responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delay or default which cannot be foreseen or provided against.

#### **X. PLACING COUNTY'S LIABILITY**

Placing County shall not be responsible for any injury to persons or damage to property caused by a negligent act or omission of Minnehaha County, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement. The Placing County shall not be responsible for any injury to persons or damage to property caused by a negligent act or omission of the LSS, its agents or employees, arising out of this Agreement or incident to the performance of the terms of this Agreement.



Except as provided herein, liability for injury to persons or damage to property resulting from the acts or omissions of a child shall be the responsibility of the Placing County while the child remains in the custody of the Placing County. This provision does not establish any rights or causes of action to any persons or entities who are not party to this agreement. Rather, it spells out the parties' responsibilities with respect to each other.

Once a child is delivered by Minnehaha County to an authorized agent of Placing County for any purpose including, but not limited to, a court appearance, Placing County assumes full responsibility for said child until delivered back to an authorized agent of Minnehaha County.

#### **XI. CONFIDENTIALITY**

Minnehaha County, LSS, and Placing County, their agents and employees shall perform all respective obligations and duties under this Agreement in such a manner as to insure that all records, names and identities of persons counseled, treated or rehabilitated shall be and will remain confidential, except for such disclosures which are required and/or permitted by law.

#### **XII. DISCLAIMER**

Placing County understands and agrees that the Minnehaha County facility is not a treatment facility, but is a detention facility, and offers no services beyond those specifically referred to in this Agreement.

#### **XIII. TERMINATION**

The terms of this Agreement shall not survive December 31, 2022. No later than November 15, 2022, Minnehaha County shall tender to Placement County an agreement for the period January 1, 2023, through December 31, 2023. If an agreement for year 2023 has not been executed by December 31, 2022, children originating from Placing County will be immediately returned to Placing County.

#### **XIV. GENERAL**

- A. The person or persons executing this agreement of behalf of the Placing County and on behalf of Minnehaha County and LSS represent and certify that they have been duly authorized to execute and deliver this agreement and that all of the necessary action of entering into this agreement on behalf of the Placing county and on behalf of Minnehaha County has been taken.
- B. This agreement shall be binding upon and shall insure to the benefits of the parties hereto their respective successors and assigns.

#### **XV. ENTIRE AGREEMENT**

The parties acknowledge that the terms of this Agreement constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. No

statement, promises or inducements which are not contained in this Agreement shall be valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.

**XVI. GOVERNING LAW AND VENUE**

The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue shall be in a court of competent jurisdiction in Minnehaha County, South Dakota.

**XVII. ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.

**XVIII. TIME**

Time is of the essence of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, *nunc pro tunc* January 1, 2022.

Board of Commissioners of  
Minnehaha County

Board of Commissioners of  
Yankton County

By: \_\_\_\_\_  
Minnehaha County Chairman

By: \_\_\_\_\_  
Yankton County Chairman

ATTEST:

\_\_\_\_\_  
Minnehaha County Auditor

\_\_\_\_\_  
Yankton County Auditor

\_\_\_\_\_  
Lutheran Social Services, South Dakota

\_\_\_\_\_  
Yankton County Sheriff

By: \_\_\_\_\_  
Title: \_\_\_\_\_