

CONTRACT FOR TRANSPORTATION AND DETENTION SERVICES

This agreement is voluntarily made and entered into by the Franklin County Juvenile Detention Center, hereinafter referred to as the "Center" and Union County, hereinafter referred to as the "Home County."

I.

Whereas the Home County is unable to provide detention services for alleged or adjudicated delinquents or juveniles certified for trial as adults pursuant to the Illinois Criminal Code, the Center agrees to provide, but is not limited to, the following transportation services:

1. Upon notification and receipt of the Detention Screening Instrument, Detention Authorization Form, and Court Order or Police Report, the Center agrees to respond as soon as practical to the needs of the Home County but agrees to arrive at the Home County Sheriff's Department within a maximum period of six hours. IN KEEPING WITH FEDERAL MANDATES, WE WILL NOT BE TRANSPORTING JUVENILES HELD OVER 6 HOURS. All individuals will be transported to and from the Home County Sheriff's Department unless otherwise stipulated and agreed herein.
2. Prior to our transportation unit transporting, it will be required that any juvenile that is under the influence of alcohol, drugs, ill or injured be examined by a licensed physician before being accepted for transportation. In addition, those who stated they have consumed alcohol or drugs within the last eight hours will not be transported without being examined by a licensed physician. That the Home County is required to make the initial detention decision based on the criteria established in the Illinois Juvenile Court Act. That any detention decision made by the Home County must be made by a Probation Officer assigned to the Home County.
3. Transportation services between the Home County Sheriff's Department and the Franklin County Detention Center for any court hearings, medical needs, or other required treatment of the detainee in custody.

4. Upon notification of termination of the detention, the detainee will be returned to the Home County unless otherwise notified.
5. Transportation will be provided within the guidelines of the Illinois Department of Corrections.
6. The Center agrees to provide adequate security during any needed transportation.
 - a. A vehicle completely equipped for the safety and security of the juvenile and officers. This will include appropriate radio and/ or transmitting equipment and a completely fitted and secure protective cage.
 - b. Appropriate hand and leg restraints to be utilized routinely to ensure safety and security for the juveniles and officers.
7. No transportation charge to the Home County if the youth status is pre-adjudatory.

Franklin County Juvenile Detention Center will transport Post-Dispositional juveniles, but the home county will be billed. The fee will be \$11.00 per hour for each Transportation Officer, plus the accepted state rate per mile. If a Post-Dispositional juvenile is transported with a Pre-Dispositional juvenile, to and from the same county there would be no fee.

Franklin County Juvenile Detention Center personnel will transport committed juveniles to the Illinois Department of Juvenile Justice at Warrenville and Harrisburg if the committing county so desires. The fee to transport a minor to Warrenville is the accepted state rate per mile plus officer costs. The fee to transport a minor to Harrisburg is a flat fee of \$65. All transports will be leaving from the Franklin County Juvenile Detention Center and all will be transported at the discretion of the Superintendent of the Center, taking into consideration (1) weather conditions, (2) availability of insured vehicle, and (3) paperwork is in order. Prior to transport, the committing county will mail all necessary documents to their appropriate facility. Prior to transportation, Franklin County will verify that all paperwork is in order.

This agreement does not prevent the committing county from transporting their own juveniles to the Department of Corrections.

We reserve the right to refuse to transport any and all juveniles.

8. The aforementioned services provided by Franklin County Juvenile Detention Center are contingent upon an insured vehicle being available to transport and/ or funds being made available to the Center for the transportation of juveniles by the Department of Human Services and/ or the Illinois Juvenile Justice Commission. If for any reason the insured vehicle is not available to transport and our grant funds to the Center from the Department of Human Services and/ or the Illinois Juvenile Justice Commission for the transportation of juveniles are terminated, cancelled, depleted, and/ or fail the guidelines established by the appropriate funding source and/ or that the proper paperwork has not been conveyed to the appropriate facility, the Franklin County Juvenile Detention Center will not be required to transport.

II.

The Center agrees to provide the following services:

1. Twenty- four hour intake services.
2. Emergency room care and emergency dental services as needed.
The Home County will be responsible for the cost of the services provided.
3. Medical screening by the registered nurse on staff at the Center.
Over the counter medication shall be provided while prescription medication will be charged to the Home County.
4. Psychological/ Psychiatric/Substance Abuse testing when ordered by the Court. Please allow four (4) weeks for testing to be completed.
The psychological/Psychiatric/Substance Abuse testing will be billed to the Home County unless the county is eligible for Redeploy Illinois funding (Second Judicial Circuit only).

5. Therapy by a mental health professional as needed by the detainee will be provided as determined by the H Group.
6. An education program that meets the guidelines of the Illinois Department of Juvenile Justice, the Illinois Orphanage Act and the Illinois Department of Education.
7. A daily program of physical exercise and activities both indoor and outdoor, weather permitting.
8. Non- denominational religious services.
9. Access to a juvenile by Probation Officers, court personnel, attorneys, Department of Human Services or other professional agencies on a need basis.
10. A regular visiting policy.
11. A standard schedule for phone contact with family.
12. A mail policy that complies with DOC regulations and encourages contact with family.

III.

Minors that the Center agrees to accept under this agreement are:

1. Minors allegedly delinquent as defined in 705ILCS 405/5 and pending detention, adjudication and dispositional hearings.
2. Minors eligible to be sentenced to a county detention facility for up to thirty (30) days per charge.
3. Minors eligible to be placed in a county detention facility as part of a probation order for treatment.
4. Minors eligible to be held in a county detention facility pending prosecution as an adult.

5. Minors eligible to be held in a county detention facility as part of a contempt of court order or warrant.
6. Minors eligible for and ordered to (for up to 180 days) participate in and _____ to complete a residential Methamphetamine Treatment Program (see below).

Six beds are still available on a separate non-secure portion of our facility. These beds are used to house youth while court-ordered psychiatric, psychological, mental health, substance abuse, and/or sex offender assessments are completed. "Status Offenders" may also be housed in this portion of the facility.

The Detention Center will not accept status offenders, including, but not limited to, runaways and curfew violators.

A pre-existing eight bed wing at the Detention Center will house a residential methamphetamine treatment program. If eligible, youth may be ordered to a maximum of 180 days of residential treatment. An additional 180 days of community-based aftercare will also be provided upon completion of the residential component of the program.

The Center will not refuse a detainee because of mental capacity, suicidal, tendency, medication requirements or drug or alcohol dependency unless the needs of the detainee cannot be met at the Center. The Home County agrees to notify the Center of these conditions during the initial contact for pick up.

IV.

The Center and the Home County agree to provide a contact person available on a 24 hour basis. The Center's contact person is identified as a detention supervisor and can be contracted at the Center at (618) 438-2222.

The Home County's contact person will be

And can be contacted at

Any initial detention decision prior to a detention hearing must be made by a Probation Officer assigned to the Home County.

V.

Sharing and dispersion of information will be in compliance with the Juvenile Court Act.

VI.

The Center reserves the right to refuse admission to a detainee if no bed is available.

VII.

All detainees will be held at a per diem rate of \$100.00. Any portion of a 24- hour day that a detainee is housed will result in a full day's charge. Any medication prescribed by a licensed physician for a juvenile while detained at the Center will be charged to the Home County. The Home County will be billed immediately after the juvenile is released or every 30 days of detainment unless other arrangements are made.

VIII

If any litigation arises from this contract or any of the services or payment obligations under this contract are not fulfilled the parties mutually agree that Franklin County, Illinois shall be the sole proper venue for any litigation and do hereby consent to being sued in Franklin County, Illinois. The Home County hereby expressly waives any right to claim venue in the courts of the Home County and any right to object to Franklin County as the proper venue in which suit against it may be brought.

IX.

The Home County hereby agrees that in the event suit must be brought against it to collect sums owed under this contract or for services rendered by the Franklin County Juvenile Detention Center, that it shall be liable for any and all

attorney's fees and costs incurred by Franklin County in bringing such action, if the Franklin County is successful in bringing such suit.

X.

This agreement begins on July 1, 2014 and terminates on June 30, 2015. This contract may be extended on mutual written agreement of the parties. This agreement may be terminated by either party by notification of such in writing and delivered by Certified Mail at least 30 days prior to the proposed termination date.

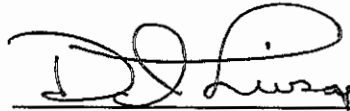
XI.

Independent Contract. Nothing in this agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this agreement, the Center shall act as and shall be deemed at all times to be an independent contractor.

XII.

Severability. This agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement, shall be deemed to exist or bind any parties hereto.

The undersigned parties cause this contract to be executed.



Home County Authorized Signature

Union Co. SHERIFF

Title



Shawn Freeman, Superintendent
Franklin County Juvenile Detention Center
Second Judicial Circuit