ADAIR COUNTY COMMISSION MINUTES
TUESDAY, MARCH 29, 2016

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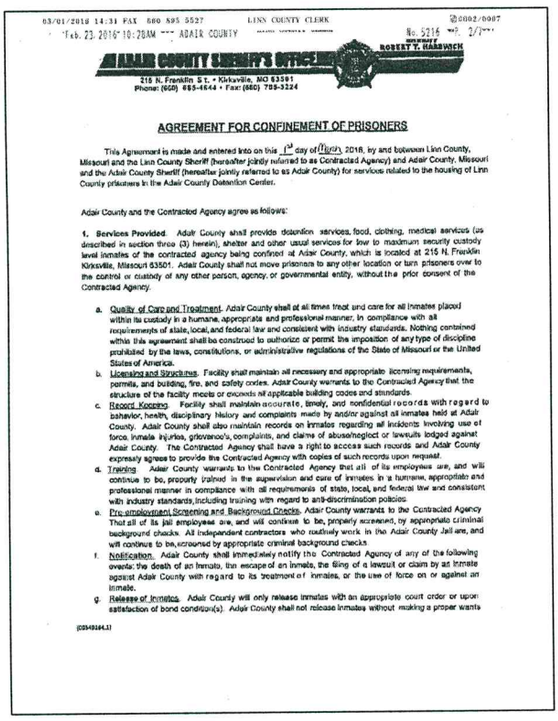
The Commission thanked Sheriff Hardwick for the information. They would like to discuss the flow of money into the County with the Treasurer. All agreed the issue should be addressed the first part of next week.

The Commission spent the rest of the day attending to County business.

The Adair County Commission adjourned at 4:30 p.m. on March 29, 2016.

IN REF. ORDER NO 23 Agreement for Confinement of Prisoners with Linn County, Missouri



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ADAIR COUNTY SHERIFF'S OFFICE
ROBERT V. HARDWICK
215 N. Franklin S.t. • Kirksville, MO 63501
Phone: (660) 665-4644 • Fax: (660) 785-3224

AGREEMENT FOR CONFINEMENT OF PRISONERS

This Agreement is made and entered into on this 1st day of March, 2016, by and between Linn County, Missouri and the Linn County Sheriff (hereafter jointly referred to as Contracted Agency) and Adair County, Missouri and the Adair County Sheriff (hereafter jointly referred to as Adair County) for services related to the housing of Linn County prisoners in the Adair County Detention Center.

Adair County and the Contracted Agency agree as follows:

1. **Services Provided.** Adair County shall provide detention services, food, clothing, medical services (as described in section three (3) herein), shelter and other usual services for low to maximum security custody level inmates of the contracted agency being confined at Adair County, which is located at 215 N. Franklin Kirksville, Missouri 63501. Adair County shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency, or governmental entity, without the prior consent of the Contracted Agency.

a. Quality of Care and Treatment. Adair County shall at all times treat and care for all inmates placed within its custody in a humane, appropriate and professional manner, in compliance with all requirements of state, local, and federal law and consistent with industry standards. Nothing contained within this agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or the United States of America.

b. Licensing and Structures. Facility shall maintain all necessary and appropriate licensing requirements, permits, and building, fire, and safety codes. Adair County warrants to the Contracted Agency that the structure of the facility meets or exceeds all applicable building codes and standards.

c. Record Keeping. Facility shall maintain accurate, timely, and confidential records with regard to behavior, health, disciplinary history and complaints made by and/or against all inmates held at Adair County. Adair County shall also maintain records on inmates regarding all incidents involving use of force, inmate injuries, grievance's, complaints, and claims of abuse/neglect or lawsuits lodged against Adair County. The Contracted Agency shall have a right to access such records and Adair County expressly agrees to provide the Contracted Agency with copies of such records upon request.

d. Training. Adair County warrants to the Contracted Agency that all of its employees are, and will continue to be, properly trained in the supervision and care of inmates in a humane, appropriate and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards, including training with regard to anti-discrimination policies.

e. Pre-employment Screening and Background Checks. Adair County warrants to the Contracted Agency That all of its jail employees are, and will continue to be, properly screened, by appropriate criminal background checks. All independent contractors who routinely work in the Adair County Jail are, and will continue to be, screened by appropriate criminal background checks.

f. Notification. Adair County shall immediately notify the Contracted Agency of any of the following events: the death of an inmate, the escape of an inmate, the filing of a lawsuit or claim by an inmate against Adair County with regard to its treatment of inmates, or the use of force on or against an inmate.

g. Release of Inmates. Adair County will only release inmates with an appropriate court order or upon satisfaction of bond condition(s). Adair County shall not release inmates without making a proper wants

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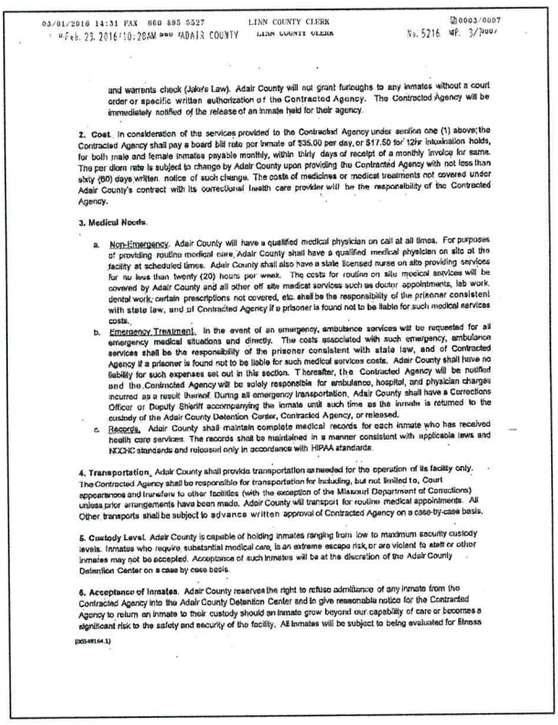

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and warrants check (Jakes Law). Adair County will not grant furloughs to any inmates without a court order or specific written authorization of the Contracted Agency. The Contracted Agency will be immediately notified of the release of an inmate held for their agency.

2. **Cost.** In consideration of the services provided to the Contracted Agency under section one (1) above; the Contracted Agency shall pay a board bill rate per inmate of $35.00 per day, or $17.50 for 12hr intoxication holds, for both male and female inmates payable monthly, within thirty days of receipt of a monthly invoice for same. The per diem rate is subject to change by Adair County upon providing the Contracted Agency with not less than sixty (60) days written notice of such change. The costs of medicines or medical treatments not covered under Adair County's contract with its correctional health care provider will be the responsibility of the Contracted Agency.

3. **Medical Needs.**

a. Non-Emergency. Adair County will have a qualified medical physician on call at all times. For purposes of providing routine medical care, Adair County shall have a qualified medical physician on site at the facility at scheduled times. Adair County shall also have a state licensed nurse on site providing services for no less than twenty (20) hours per week. The costs for routine on site medical services will be covered by Adair County and all other off site medical services such as doctor appointments, lab work, dental work, certain prescriptions not covered, etc. shall be the responsibility of the prisoner consistent with state law, and of Contracted Agency if a prisoner is found not to be liable for such medical services costs.

b. Emergency Treatment. In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly. The costs associated with such emergency, ambulance services shall be the responsibility of the prisoner consistent with state law, and of Contracted Agency if a prisoner is found not to be liable for such medical services costs. Adair County shall have no liability for such expenses set out in this section. Thereafter, the Contracted Agency will be notified and the Contracted Agency will be solely responsible for ambulance, hospital, and physician charges incurred as a result thereof. During all emergency transportation, Adair County shall have a Corrections Officer or Deputy Sheriff accompanying the inmate until such time as the inmate is returned to the custody of the Adair County Detention Center, Contracted Agency, or released.

c. Records. Adair County shall maintain complete medical records for each inmate who has received health care services. The records shall be maintained in a manner consistent with applicable laws and NCCHC standards and released only in accordance with HIPAA standards.

4. **Transportation.** Adair County shall provide transportation as needed for the operation of its facility only. The Contracted Agency shall be responsible for transportation for including, but not limited to, Court appearances and transfers to other facilities (with the exception of the Missouri Department of Corrections) unless prior arrangements have been made. Adair County will transport for routine medical appointments. All Other transports shall be subject to advance written approval of Contracted Agency on a case-by-case basis.

5. **Custody Level.** Adair County is capable of holding inmates ranging from low to maximum security custody levels. Inmates who require substantial medical care, is an extreme escape risk, or are violent to staff or other inmates may not be accepted. Acceptance of such inmates will be at the discretion of the Adair County Detention Center on a case by case basis.

6. **Acceptance of Inmates.** Adair County reserves the right to refuse admittance of any inmate from the Contracted Agency into the Adair County Detention Center and to give reasonable notice for the Contracted Agency to return an inmate to their custody should an inmate grow beyond our capability of care or becomes a significant risk to the safety and security of the facility. All inmates will be subject to being evaluated for fitness

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ATTEST: Sandra Collop
County Clerk

Stanley Peters
Presiding Commissioner