

ADAIR COUNTY COMMISSION MINUTES

MONDAY, MAY 22, 2017

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Chief Hughes and the Commission updated contact information and finished their discussion.

2nd District Commissioner Mark Thompson moved to accept the proposed budget, 1st District Commissioner Bill King seconded with all in favor. Commissioner Thompson and Commissioner King will present the budget to Presiding Commissioner Pickens on Tuesday, May 23, 2017 for his signature.

The Adair County Commission adjourned at 4:00 p.m. on May 22, 2017.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, May 22, 2017:

Charles Thorpe- asking about gravel on Potter.

Greg Maloney- wanted to buy "fill" x 4 tons.

ORDER NO 9 Fully executed Agreement for Confinement of Prisoners by and between Linn County, Missouri and the Adair County Commission

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ADAIR COUNTY SHERIFF'S OFFICE
SHERIFF ROBERT T. HEDWICK
215 N. Franklin St., Kirksville, MO 63501
Phone: (800) 663-6444 • Fax: (565) 755-2224

RECEIVED
MAY 8 9 2017
ADAIR COUNTY CLERK

AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on 05/01/2017 (mm/dd/yyyy), by and between Linn County, Missouri and the Adair 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 inmates in the Adair County Detention Center.

Adair County and the Contracted Agency agree as follows:


- 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 documented consent of the Contracted Agency.
- 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.
- 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.
- 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, grievances, 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.
- 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.
- 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.
- 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.

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- 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 and warrants check (Jake's 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 notified of the release of an inmate held for their agency.
- 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 \$40.00 per day, or \$20.00 for 12hr intonation 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.
- Medical Needs.**
 - 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-five (25) hours per week. The costs for routine on-site medical services will be covered by Adair County and assessed to the prisoner receiving medical treatment. 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 inmate consistent with state law, and of the Contracted Agency if an inmate is found not to be liable for such medical services costs.
 - Emergency Treatment.** In the event of an emergency, ambulance services will be requested for all emergency medical situations. The costs associated with such emergency, ambulance services shall be the responsibility of the inmate consistent with state law, and of the Contracted Agency if an inmate is found to not be liable for such medical services costs. Adair County shall have no liability for such expenses set out in this section. 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. In the event of a major medical event the Contracted Agency will be contacted and informed of the state of health of the inmate at the twelve (12) hour mark. After twelve (12) hours the Contracted Agency will become responsible for maintaining supervision of the inmate. If unable to assume supervision of the inmate at the twelve (12) hour mark, the Contracted Agency agrees to pay any Adair County Corrections Officers or Deputy Sheriffs who provide supervision at the rate of twenty-five dollars (\$25) per hour. In the event of a medical emergency where a Contracted Agency's inmate is being transferred to a hospital outside of Adair County, the Contracted Agency agrees to pay any Adair County Corrections Officers or Deputy Sheriffs who provide supervision at the rate of twenty-five dollars (\$25) per hour for all time spent outside of Adair County. These billable hours will be verified as true by 56 hour mental evaluations will be excluded from this clause.
 - 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 law and NCCCH standards and released only in accordance with HIPAA standards.

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ATTEST:


County Clerk


Presiding Commissioner