

CONTRACT

BETWEEN EASTERN OKLAHOMA YOUTH SERVICES & MUSKOGEE COUNTY FOR JUVENILE DETENTION SERVICES AT PITTSBURG COUNTY REGIONAL JUVENILE DETENTION CENTER

This agreement effective the 27th day of May, 2025, is between Eastern Oklahoma Youth Services, Inc., hereinafter referred to as "EOYS" and the Board of County Commissioners of MUSKOGEE COUNTY, Oklahoma, hereinafter referred to as "User County." For good and valuable consideration, including the following covenants and promises, receipt for which each party following hereby acknowledges, the parties hereto agree as follows:

SERVICES: EOYS shall provide and make available to User County the services and facilities of the Pittsburg County Regional Detention Center in McAlester, Oklahoma, on a space available basis, as determined by Eastern Oklahoma Youth Services, Inc., subject to the following terms and conditions in relation to juvenile cases arising in User County under the Title 10 of Oklahoma Statutes and requiring detention of certain juveniles.

FILING: It shall be the responsibility of User County authorities to file a petition within five judicial days after a child is taken into custody as per Title 10 of the Oklahoma Statutes.

REFERRAL AND ADMISSION: It shall be the responsibility of User County authorities to initiate and obtain the detention authorization of said juvenile. Admission shall be allowed upon an initial oral order of the District Court provided that a written order is entered and forwarded within twenty-four hours of the next working day. If a child is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said child to be detained, whether or not this was immediately evident to anyone during the initial intake procedures. If the Detention Center is at capacity the User County authorities will be notified when the referral is initiated. All admissions must be cleared by Detention before transporting the juvenile to the Center.

NOTIFICATION: Prior to transporting any child to the Pittsburg County Regional Juvenile Detention Center, it shall be the responsibility of User County Authorities to notify the child's parents of the child's apprehension and detention. Further, that prior to their child's detention hearing the User County authorities shall notify the juvenile's attorney of record of his/her detention.

JUDICIAL PROCEEDINGS AND OJA SERVICES: All judicial proceedings and OJA services regarding User County children shall be the responsibility of User County Authorities. It shall be User County's responsibility to see that their child receives proper legal representation and that frequent contact between the detained child and his/her caseworker is arranged.

MEDICAL ATTENTION: Any child detained in the Pittsburg County Regional Juvenile Detention Center who requires emergency medical attention due to developments arising after admission will be

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taken to medical facilities in Pittsburg County. Upon development of any non-emergency illness or injury after detention, the Judge of the Juvenile Division of the District Court (User County's) shall be notified and in his/her discretion, the child may be treated in User County and transportation arranged by either law enforcement and/or the parents of said child. If the child is treated in Pittsburg County, the responsibility for payments for such services rests in the parents and/or User County. User County agrees to save and hold harmless Pittsburg County and Eastern Oklahoma Youth Services, Inc., from all payments due or expenses incurred as a result of medical treatment for such child, except such expense as may be occasioned by the negligence of either Eastern Oklahoma Youth Services, Inc. or the Pittsburg County Regional Juvenile Detention Center. When any child is treated for an emergency, the User County District Court Judge will be notified within 24 hours.

OBSERVATION NOTES: While a child is detained in the Pittsburg County Regional Juvenile Detention Center, said facility will provide, at the request of User County authorities, observation or other information on such child while in detention.

REPORTS: The person transporting a child to the Pittsburg County Regional Juvenile Detention Center shall bring a copy of the detention order including the name of the Judge authorizing detention, and all of the arrest information so that admission at the facility can be completed.

PAYMENT: The User County agrees to pay its statutorily required portion for the care of any juvenile it refers to detention, projected to be thirty-eight dollars and ninety-seven cents (\$38.97) per child per day, or the actual rate not paid by OJA, while a youth is detained at Pittsburg County Juvenile Detention Center. Should the daily rate change due to any reason, EOYS will notify the User County of the change and new rate as soon as it is practically feasible after becoming aware, but no more than 30 days after becoming aware of the rate change.

Payment for services will be made timely upon receipt from EOYS of a properly executed claim as prescribed by User County. Parties agree that such claim shall normally be submitted no later than the tenth day of each month and that reimbursement for the same will be received no later than the last day of each month. In the event of a billing error, discrepancy, or oversight, both parties agree that a revised claim may be submitted at any time after the error is discovered and proper claims shall still be paid for services rendered.

LIABILITY: The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Pittsburg County and Eastern Oklahoma Youth Services shall be liable only for the delivery of custodial services at the Pittsburg County Regional Juvenile Detention Center. The Courts and the Office of Juvenile Affairs shall retain all responsibility for the determination and duration of the detention of juveniles.

RENEWAL: The terms of this agreement shall be May 27th, 2025, through June 30, 2025. Terms may be renewed, subject to the approval of both parties, upon the execution of a new contract effective July 1, 2025.

TERMINATION: Either party may elect to terminate this agreement early, provided thirty (30) days written notice is given to the other party.

MODIFICATION: Should it become necessary to modify any specific term of this contract at any time, this may be done upon subsequent written agreement by BOTH parties. Only terms and conditions that are specified and approved in writing by both parties shall be considered valid.

EASTERN OKLAHOMA YOUTH SERVICES, INC
802 E. Wyandotte
McAlester, OK 74501

[Signature]
AUTHORIZED AGENT

5/27/25
DATE

MUSKOGEE COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]
CHAIRMAN

6/2/25
DATE

[Signature]
MEMBER

6/2/25
DATE

[Signature]
MEMBER

6/2/25
DATE

[Signature]
ATTEST (COUNTY CLERK)

6/2/25
DATE

