

JUVENILE DETENTION SERVICES AGREEMENT

BY AND BETWEEN

OKLAHOMA JUVENILE JUSTICE SERVICES, INC.

AND THE BOARD OF COUNTY COMMISSIONERS

OF MUSKOGEE COUNTY, OKLAHOMA

THIS AGREEMENT made this 1st day of July, 2025 between Oklahoma Juvenile Justice Services, Incorporated, a not-for-profit corporation duly registered in the State of Oklahoma, hereinafter referred to as OJJSI, and County of MUSKOGEE, a political subdivision of the State of Oklahoma, hereinafter referred to as the Contracting County.

WHEREAS, the Oklahoma State Legislature has mandated in 10A O.S. Section 2-3-103, provisions shall be made for the temporary detention of children in a juvenile detention facility, or the court may arrange for the care and custody of such children temporarily in private homes, subject to the supervision of the court, or the court may provide shelter or may enter into a contract with any institution or agency to receive, for temporary care and custody, children within the jurisdiction of the court,

WHEREAS, no child shall be detained in any jail, adult lockup, or other adult detention facility except as provided in 10A O.S. Section 2-3-101E, all counties to be served by the regional juvenile detention facility for the temporary detention of children who are subject to secure detention; provided, however, a jail, adult lockup, or other adult detention facility may be used for secure detention of a child as provided for in Section 2-3-103G of this title; and

WHEREAS, the Board of County Commissioners of Garfield County permits and encourages OJJSI to contract with other counties for the use of the detention facilities of Garfield County Regional Center; and

WHEREAS, the Contracting County desires to contract with OJJSI for the purpose of detaining juveniles at the Garfield County Juvenile Detention Center;

IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM** – This agreement shall be in effect from **JULY 1ST, 2025** through **JUNE 30, 2026**. Either party may terminate this agreement at any time by giving the other party thirty (30) days' written notice.
2. **SERVICES** – The parties hereby agree that OJJSI shall provide and make available to the contracting County the detention services and facilities of the Garfield County Regional Detention Center on a space-available basis as determined by OJJSI.

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3. **ADMISSION** – The following provisions apply:
 - a. Admission shall be allowed only by written order of a Judge of the District Court with the jurisdiction to hear the matter. Said order shall include authorization or arrangements for necessary emergency medical care for the child.
 - b. All children referred to the Garfield County Regional Detention Center will be screened by the contracting county and determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines pursuant to 10A O.S. Section 2-3-101.
 - c. All children believed to be or under extreme mental duress, under the influence of drugs or alcohol or have obvious injury, will be medically cleared by a licensed medical practitioner prior to admission to the Garfield County Regional Detention Center. A statement of clearance will be obtained at the time of admission. Garfield County Regional Detention Center reserves the right to request this clearance prior to and upon arrival.
4. **DETENTION** – The following provisions apply:
 - a. It shall be the responsibility of the Contracting County to file a petition within five (5) days after a child is taken into custody as set out in 10A O.S. Section 2-2-106.
 - b. 2-3-101. When a child is taken into custody pursuant to the provisions of the Oklahoma Juvenile Code, the child shall be detained only if it is necessary to assure the appearance of the child in court or for the protection of the child or the public.
 - i. No pre-adjudicatory or predisposition detention or custody order shall remain in force and effect for more than thirty (30) days. The court, for good and sufficient cause shown, may extend the effective period of such an order for an additional period not to exceed sixty (60) days.
 - ii. Youthful offender Act as implemented on January 1, 1988, will be defined in 10A O.S. Section 2-5-205.
5. **TRANSPORTATION** – With the exception of transportation for emergency medical care as set out in paragraph 8, the Contracting County shall provide all transportation, including to and from the detention site, for its children who are placed in the Garfield County Regional Juvenile Detention Center, 10A O.S, Section 2-3-103.
6. **NOTIFICATION** – Prior to transporting any child to the Garfield County Regional Juvenile Detention Center, it shall be the responsibility of the Contracting County authorities to notify, if possible, said child's parents of his/her apprehension and the plans for detention in Garfield County.

7. **JUDICIAL PROCEEDINGS AND OJA SERVICES** - All judicial proceedings involved, and all Office of Juvenile Affairs obligations to the Contracting County's children shall remain the responsibility of the Contracting County's Courts and the Contracting County office of the Office of Juvenile Affairs. It is the responsibility of the Contracting County to assure that any child it sends to Garfield County Regional Juvenile Detention Center receives the legal representation he/she is entitled under the law.
8. **MEDICAL ATTENTION** - The Contracting County shall be responsible for the non-emergency medical treatment of any child sent to the Garfield County Regional Juvenile Detention Center. Any Contracting County child so detained who requires emergency medical attention due to developments after admission will be taken to a medical facility in Garfield County by OJJSI or by appropriate transportation personnel after it has been determined that the Garfield County Regional Juvenile Detention Center's on-site medical treatment is not adequate. If a Contracting County child is treated for such a medical emergency in Garfield County, responsibility for payment of such medical services rests with the child's parents, legal guardians, or the Contracting County.
9. **COST** - The parties agree that OJJSI shall be reimbursed for the provisions of the juvenile detention services by the Contracting County, upon the presentation of a claim, at a rate of sixty dollars (\$60.00) per day per child July 1, 2025, to June 30, 2026.
10. **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. Neither party, by executing this agreement, assumes any liability for acts of omission or commission of the other. OJJSI shall be liable only for the delivery of custodial services at the Garfield County Regional Juvenile Detention Center, and the Office of Juvenile Affairs and the Contracting County shall retain all responsibility for the determination and the duration of the detention of its juveniles.
11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)** - OJJSI its agents, vendors, officers, and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including but not limited to individually identifiable health information. OJJSI may use the protected health information solely to perform its duties and responsibilities under the contract. OJJSI shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), as may be amended.

APPROVED THIS 1ST DAY OF JULY, 2025

Thursa Roye
Executive Director
Oklahoma Juvenile Justice Services, Inc.
Operating the Garfield County Regional Juvenile Detention Center

APPROVED THIS 30th DAY OF June 2025

BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA

Karl CHAIRMAN

ATTEST:

MEMBER

Kenneth Pay

MEMBER



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COUNTY CLERK