

**WALWORTH COUNTY JUVENILE DETENTION AND ALTERNATIVES TO  
CORRECTIONS THROUGH EDUCATION (ACE) PROGRAM  
AMENDED CONTRACT - 2016**

THIS AMENDED AGREEMENT entered into this 1st day of January, 2016, by and between Racine County, Quasi-municipal Corporation, and Walworth County, a quasi-municipal corporation hereby amends and is incorporated into the existing agreement between the parties which is titled Walworth County Juvenile Detention and Alternatives to Corrections Through Education (ACE) Program Contract and dated November 20, 2015.

WHEREAS, Walworth County desires to place certain of its resident juveniles in the Racine County Detention Center to make use of secure detention bed space; and

WHEREAS, Walworth County desires to place certain of its resident juveniles in the Racine County Alternatives to Corrections through Education (ACE) Program; and

WHEREAS, Racine County has sufficient space to honor this request.

NOW, THEREFORE, it is agreed by and between the parties hereto that Racine County shall accept the placement of Walworth County juveniles in the Racine County Detention Center and the Racine County ACE Program upon the following terms and conditions:

1. The rate for the ACE Program is \$175 per day per juvenile.
2. **The rate per bed for juveniles placed in the Juvenile Detention Center not participating in the ACE Program is \$115 per day per juvenile.**
3. There shall be a minimum charge of one (1) day's rate per admission. Exclusive of the one day minimum charge per admission, a bed day shall not be charged to Walworth County for the arrival date when the juvenile arrives after 8:00 p.m. or for a departure date when the juvenile departs the facility prior to receiving the morning meal.
4. Medical costs for Walworth County juveniles who can be treated by the Racine County Jail medical staff will be assumed by Racine County. Non-emergency treatment performed by health professionals other than Racine County Jail medical staff for medical, dental or hospitalizations shall require pre-authorization, written or

verbal, by Walworth County. Walworth County shall have 24 hours to grant such authorization. If Walworth County fails to grant such authorization within the above time frame or denies the request, Walworth County shall, at the request of Racine County, remove the juvenile from the facility.

5. Emergency treatment for medical, dental, hospitalizations or other emergency or pre-authorized medical costs incurred through treatment or test performed by health professionals other than Racine County Jail medical staff and all prescriptions shall be paid by Walworth County through direct billing to Walworth County or, if that is not possible, through reimbursement to Racine County. Reimbursement from legally responsible parties is to be sought by Walworth County should they wish to do so. Itemized bills for such services will be forwarded with monthly billing to assist in such collections by Walworth County. Walworth County reserves the right to delay payment for medical services to Racine County pending receipt of proper documentation.
6. Fees incurred for Walworth County Circuit Court ordered psychological tests for Walworth County juveniles shall be the responsibility of Walworth County.
7. Guard duty for Walworth County juveniles who are hospitalized shall be assumed by Walworth County or such guard duty services purchased from the Racine County Sheriff's Department at its established rate. Every effort shall be made to hospitalize Walworth County juveniles in Walworth County hospitals and to have guard duty provided by Walworth County.
8. In the event that any repair or replacement of the Detention Center property or building is necessary due to damage committed by Walworth County juveniles, Walworth County agrees to be liable for the costs of such damage to the extent the damages are not covered by the Detention Center's insurance. Both Racine County and Walworth County shall be entitled to seek reimbursement for said damage from the juvenile or parents of the juvenile as their respective interests exist. Racine County and Walworth County agree to provide reasonable assistance to each other and to cooperate with each other in pursuing reimbursement from the juvenile's parent(s) or guardian(s).

9. A "Request for Temporary Physical Custody" form or a "Temporary Physical Custody Order" signed by a Circuit Court Judge, a Court Commissioner, or a Juvenile Court Intake Worker, or whatever form or procedures by Wisconsin Statutes or Department of Corrections regulations may supersede these forms, must accompany each juvenile upon admission. Failure to present appropriate paperwork may result in Racine County Detention Center refusing admittance. Each juvenile's next court date and social worker's name should be communicated to Racine County Detention Center within seventy-two (72) hours of admittance.
10. Racine County shall not remove Walworth County juveniles already detained to make space for Racine County detainees.
11. Juveniles who have been waived into adult court may not be admitted or returned to the Detention Center pursuant to Section 938, Wisconsin Statutes.
12. Racine County shall bill Walworth County on a monthly basis. Walworth County shall make payments pursuant to the billing to Racine County within thirty (30) days after receipt of the bill.
13. For and in consideration of the monies paid to Racine County by Walworth County, Racine County shall provide the detained juveniles with a secure environment in full compliance with all State and Federal Rules and Regulations. Nothing contained herein shall be construed to require the County of Racine to provide additional treatment, facilities or programs for any juvenile housed pursuant to this agreement which it does not provide for similar juveniles not confined pursuant to said agreement. Written reports to the Court at disposition on juveniles held ten (10) days or more will be provided upon request. Monthly statistics indicating the number of juveniles held and day-sheet indicating the offense, time and date of admission, and the lengths of stay will be provided to the Walworth County Director of Human Services upon request.
14. For and in consideration of the monies paid to Racine County by Walworth County, Racine County will provide to Walworth county additional statistical reports concerning Walworth County's detained juvenile population as may be available through Racine County's automated data base.

19. Juveniles admitted to the Detention Center under the agreement shall be fully processed for release of the Racine County Detention Center and be ready to leave with Walworth County authorities upon one (1) hour's notice during the business hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, or upon reasonable notice at other times.
20. This agreement shall terminate on December 31, 2016. This contract can be extended by mutual written consent of both parties with such terms as the parties mutually agree.
21. Racine County shall hold Walworth County harmless in any action or proceeding arising out of the confinement in the Racine County Detention Center which involves actions or omissions of Racine County, its officers, agents, or employees. Upon receipt of any such lawsuit or claim, Walworth County shall immediately render said defense to Racine County.
22. Walworth County shall hold Racine County harmless in any action proceeding arising out of the legality of placement or removal of juveniles placed by Walworth County in the Detention Center. Upon receipt of any such lawsuit or claim, Racine County shall immediately render said defense to Walworth County.
23. Either party, at its sole discretion, may terminate this agreement with thirty (30) days written notice.
24. This agreement constitutes the entire contract between the parties and supersedes all oral agreements, representations and negotiations between the parties. The rates and commencement date may be modified as per the above conditions without further legislative approval by either party. Changes related to medical services and costs, paragraph 5, may be made administratively by mutual written consent of both parties with Walworth County Department of Health & Human Services Director and Racine County Human Services Department Director acting as signatories. No other modifications of the terms hereof shall be effective unless the same shall be in writing and executed with the same authorizing signatures as this document. No waiver of any breach of this agreement shall modify its terms nor excuse any subsequent breach hereof.

25. For the purpose of serving notices, making inquiries, or filing complaints, the following shall act as the agent for their respective county, and any such communication shall be forwarded by certified mail to the following at the below listed address:

Walworth County  
Etty Wilberding, Manager  
Division of Children Services  
P.O. Box 1005  
Elkhorn, WI 53121

Racine County  
Racine County Clerk  
Courthouse  
730 Wisconsin Avenue  
Racine, WI 53403

26. This agreement in its entirety is at all times subject to such state and federal law and administrative regulations as exist at the time this agreement is executed and as shall become effective after execution but prior to termination of this agreement.
27. In the event that during the course of term of this agreement it becomes known to either party that a misrepresentation or defect in the services performed has been encountered, said party shall notify the other party immediately as the condition or situation warrants and shall also notify the other party pursuant to the notice provisions of this agreement.
28. Walworth County shall be responsible for providing and paying for all transportation of Walworth County juveniles housed pursuant to this agreement except for transportation for emergency medical care.
29. Racine County reserves the right, on a case by case basis, at Racine County's sole discretion, to refuse to accept specific Walworth County juveniles because Racine County believes that it cannot provide proper care because of the juvenile's medical or behavioral problems.
30. This agreement is contingent on the existence of no federal or state laws, rules or regulations which prohibit the activities set forth in this agreement.
31. If any Walworth County juvenile is alleged to be a victim and/or perpetrator of a delinquent (criminal) act while in Racine Detention, a representative or Racine County must immediately notify Walworth County's Chief Intake Worker or Intake Worker on call of the allegations.

THIS AGREEMENT dated and executed on the day and year first above written.

COUNTY OF RACINE

WALWORTH COUNTY

BY: Wendy M. Christensen  
County Clerk ~~Wendy M. Christensen~~  
Racine County Clerk 2/9/16

BY: Elizabeth Alder  
Human Services Director

BY: Jonathan Delagrave  
~~County Board Chairman~~  
JONATHAN DELAGRAVE  
RACINE COUNTY EXECUTIVE

BY: DA 26 2/29/16  
Corporation Counsel

BY: Meredith Tillmann 2/5/16  
Finance Director Date

Certified to be correct as to form

BY: [Signature]  
Racine County Corporation Counsel

Date: 2.8.16