



**Board of County Commissioners - Staff Report**

**Meeting Date:** November 15, 2016  
**Submitting Dept:** Attorney

**Presenter:** Keith Gingery  
**Subject:** Suicide Risk Prevention Program

---

---

**Statement / Purpose:** Approval of Suicide Risk Prevention Program with Teton Youth and Family Services

**Background / Description (Pros & Cons):** When the Staff Secure Facility is not in use for its original purpose for holding of juvenile delinquents, the staff secure facility may be used to house children through the suicide risk prevention program run by Teton Youth and Family Services. All placements will be voluntary though the child's parents or legal guardian. Also Teton Youth and Family Services will need to agree that placement is appropriate and may at any time decide that the placement is no longer appropriate. Any involuntary placements will be handled through the housing at the hospital through either a Title 25 action of CHINS action. Teton County will remodel the staff secure facility, up to \$7500.00, to make the facility secure for suicide risk children. The use payment will be \$748.00 per 24 hour period per child.

**Fiscal Impact:** \$7,500.00 one time expense to remodel  
\$748.00 per 24 hour period per child

**Staff Impact:** Minimal.

**Legal Review:** Gingery

**Staff Input / Recommendation:** Approve

**Attachments:** Contract for Suicide Risk Prevention Program with Teton Youth and Family Services

**Suggested Motion:** I move to approve the Contract with Teton Youth and Family Services for the Suicide Risk Prevention Program.

CONTRACT

BETWEEN

TETON COUNTY

AND

TETON YOUTH AND FAMILY SERVICES, INC.

A Wyoming non-profit corporation.

For Suicide Risk Prevention

THIS CONTRACT is entered into between Teton County, a duly organized county within the State of Wyoming (hereinafter referred to as the County), and the TETON YOUTH AND FAMILY SERVICES, INC. (hereinafter referred to as TYFS).

WHEREAS, the County owns a Juvenile Facility located in Adam's Canyon, Teton County, Wyoming; and

WHEREAS, the TYFS presently uses a portion of the new Juvenile Facility as a crisis shelter for certain populations of juveniles that are not compatible with their Group Home, and

WHEREAS, the Juvenile Facility was designed and built specifically to house both a crisis shelter and a staff secure facility, and

WHEREAS, the County currently contracts with TYFS for both the crisis shelter and the staff secure facility. This agreement specifically deals with suicide prevention services to be provided by TYFS in the same space as the staff secure facility, when the staff secure facility is not being utilized, and

NOW THEREFORE:

IN CONSIDERATION OF THE FOLLOWING TERMS AND CONDITIONS,  
THE PARTIES AGREE AS FOLLOWS:

Article I. Suicide Risk Prevention Program.

Section 1.01 The County hereby contracts with TYFS to provide suicide prevention services by housing youths at risk at the Staff Secure Facility located at the Juvenile Facility in Adams Canyon in Teton County, Wyoming. The TYFS will also be operating the Crisis Shelter within the same facility, but the two operations will be separate and distinct and the operations are separated by a locked door. TYFS shall only provide the suicide prevention services by housing youths at risk when the staff secure facility is not being utilized to house juvenile delinquents. The staff secure facility will be used to house youth at risk of suicide pursuant to the terms as outlined in Exhibit A attached hereto.

Section 1.02 Term of Agreement. The term of this use agreement shall be until June 30, 2018, with all payments prorated accordingly. Either party may give 30 day's notice that the party wishes to terminate the use without cause.

***Section 1.03 Use Payment Teton County will pay \$748.00 per 24 hour periods for youth housed for being at risk of suicide. TYFS will collect daily rate payments directly from Teton County.***

Section 1.04 TYFS shall provide their own security for the Staff Secure Facility and shall be solely responsible for the security and well-being of the juvenile(s) being housed by TYFS under the auspices of the suicide prevention program. Only voluntary placements by parents or legal guardians will be housed under this program. If the youth needs to be housed involuntarily, then either a Title 25 or a CHINS petition shall be initiated by the County Attorney. TYFS also has to agree to accept the youth and may at any time make the determination to not accept the youth or to cease housing the youth.

Section 1.05 The Staff Secure Facility will serve Teton County, to include Grand Teton National Park and southern Yellowstone National Park.

Section 1.06 TYFS will provide a dedicated, separate staff person to supervise the Suicide Prevention Program when occupied.

Article II. Obligations of TYFS

Section 2.01 TYFS will pay all utilities on the property.

Section 2.02 TYFS shall maintain liability insurance for all claims arising out of the use of described premises, operations, sub-contractor's operations, and all liability assumed by TYFS under any contract or agreement. TYFS shall maintain liability insurance against claims for personal injury, death, or property damage occurring upon the property, or occurring off of the property if as a direct result of a juvenile being housed at the facility. The insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) day's notice to the County of the intention to cancel. The County shall be named as an additional insured on the general liability policy. TYFS shall provide certificates of insurance to the County at the signing of this agreement. The policy shall be written on the standard commercial general liability policy form with minimum limits of coverage as follows:

(a) General Aggregate	\$3,000,000.00
(b) Personal Injury limits	\$1,000,000.00
(c) Each occurrence limit	\$1,000,000.00
(d) Fire Damage Limit	\$ 100,000.00
(e) Premises Medical Payments Limit	\$ 5,000.00
	(Any one person)

Section 2.03 TYFS agrees to indemnify and hold harmless the County from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs, or judgments against it arising from the TYFS's use and occupation of the premises, occasioned wholly or in part by any act or omission of TYFS, or of

the guests, employees, assigns, or juveniles under their charge, whether on or off premises.

Section 2.04 The TYFS hereby agrees to be responsible for the repair of all damage to the property as a result of the actions of TYFS, their employees, and juveniles under their charge, with ordinary wear and tear excepted. TYFS may work with the Courts to seek restitution for juvenile-caused damage, as appropriate.

### Article III. Obligations of County

Section 3.01 The County shall be responsible for all major maintenance of the property with the exception of any damage caused by TYFS, their employees, or juveniles under their charge. The County shall provide snow removal at the property. The County shall provide the lawn and garden maintenance at the property. The county will make safety improvements as suggested by TYFS to the facilities bedrooms and bathroom not to exceed \$7500.00.

### Article IV. Agreement Conditions

Section 4.01 The waiver by either party of any breach, condition, or provision of this Agreement shall be limited to the particular condition or provision and shall not operate or be deemed to waive any further breach or breaches of said condition or provision.

Section 4.02 No party shall assign or in any way transfer their rights or obligations, nor shall they substitute another party in their place or otherwise subcontract their rights or obligations without the express written consent of the other party.

Section 4.03 TYFS shall permit the County and its agents at all times to enter upon the premises to view the condition of the premises and improvements.

Section 4.04 In performing this Agreement, the parties shall comply with all applicable Federal, Wyoming, and local laws, ordinances, rules and regulations.

Section 4.05 The County does not waive its governmental immunity by entering into this agreement, and retains all immunities and defenses provided by law with regard to any action based on or relating to the performance of this agreement.

Section 4.06 The laws of the State of Wyoming shall be applied in the interpretation, execution, and enforcement of the Agreement. Venue under this Agreement shall be the Ninth Judicial District, Teton County, Wyoming.

Section 4.07 This agreement may be amended only in writing, signed by both parties and specifically designated as an amendment to this Agreement.

Section 4.08 Notice to both parties under this agreement shall be made to the following addresses:

Teton County  
P.O. Box 1727  
Jackson, WY 83001

Teton Youth and Family Services, Inc.  
P.O. Box 2631  
Jackson, WY 83001

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

TETON COUNTY, STATE OF WYOMING

\_\_\_\_\_  
Barbara Allen, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry Daigle, Teton County Clerk

TETON YOUTH AND FAMILY SERVICES

\_\_\_\_\_



## Proposal Regarding Staff Secure Facility Use for Youth At Risk of Suicide

### Need:

There has been a dramatic increase in number of youth brought to St John's Medical Center(SJMC) and the Jackson Hole Community Counseling Center (JHCCC) because of suicidal ideation. Between August 1 and November 12, sixteen (16) adolescents were seen in the Emergency room.

SJMC does not believe they have the appropriate facilities or staff to provide quality care for these youth. Their secure rooms are sparse and stark which could make the mental state of the youth worse, and they have no counseling staff. SJMC is willing to keep youth who pose a threat to adults or otherwise require a locked facility. Ultimately law enforcement and the justice system have final say on whether a person stays at the hospital or goes elsewhere.

JHCCC does evaluations to assess youth's level of risk and can serve those safe to maintain on an outpatient basis living at home.

Our Crisis shelter serves young people who have thought of suicide, but have not talked or shown signs of taking any immediate action, and need more supervision than they may get at home for reasons such as parents working multiple jobs.

There is a gap in service for youth that talk of suicide and need a safe space with on-going supervision but are medically stable, are very unlikely to try to harm anyone supervising them and do not need to be in a locked facility while they remain under supervision.

This is a very limited but important service for the youth and their families in our community, addressing the temporary and immediate need to provide a safe and comforting shelter for youth while making plans to address longer term issues. Desire for this service has been expressed by the Hospital, JHCCC, Law enforcement, mental health professionals, County Attorney, local DFS, and Teton County schools.

### Procedure:

Youth talking of suicide will be seen by the on call therapist from JHCCC for evaluation. They may refer themselves or be referred by parents, the school, their therapist, friends, the hospital, law enforcement or any other agency or concerned person.

Depending on the evaluation and the opinions of the professionals involved, options for next steps available for the youth include going to:

- His/her home with parental supervision – if parents can supply necessary level of supervision
- the Crisis Shelter in Adams Canyon- if fairly low risk but parents unable to provide supervision
- the Staff Secure portion of the Crisis Shelter- if in need of eyes on one on one supervision but will remain in an unlocked facility and situation is likely to improve in the next 12- 48 hours
- a psychiatric facility such as Wyoming Behavioral Institute in Casper or Behavioral Health Care in Idaho Falls, if there is room and transportation- if in need of a more secure facility and more immediate psychiatric care
- placement at SJMC- if in need of a more secure facility but no psychiatric facility has space or transportation is not available.

Youth placed in the staff secure facility will be there voluntarily and with parental consent and support. If no parent can be found to give approval, law enforcement can place the youth in protective custody of DFS who will then act as the parent. DFS and Law Enforcement will make every effort to contact parents first. If the parent will not give consent the youth will be go home with their parents.

The JHCCC evaluator and any other involved therapist or social worker will contact the VVH on-call senior staff person to discuss the evaluation and case. They will arrange placement at the staff secure facility. If our person has concerns regarding the placement he/she should discuss with the Program and/or Executive Director. We will retain the right to decline a youth we believe to be inappropriate for the facility. We will document our reasons and process for declining the youth. If we agree to the placement the senior staff person will contact the on-call staff to come in to do the intake and to begin the supervision shifts. The senior staff person will also contact the next 11 on-call staff to prepare them to be available to cover the upcoming supervision shifts. He/she will also begin case planning with the other involved professionals and the family.

At intake the facility staff will get a copy of the JHCCC evaluation and will complete our intake materials – medical info, parental consent, etc. with the youth and parent.

The youth will change clothes as described in #14 of Steps Taken for Safety, below.

One staff person will always be in the staff sitting area as described in #6, 7, and 8 below.

Youth may remain in the staff secure facility for a maximum of 72 hours. Our therapists, program director or manager will begin immediate and long term case management and planning with family, SJMC social work staff and JHCCC staff as soon as we receive the referral. Options include, but are not limited to, stabilization at a psychiatric facility, residential treatment at a psychiatric facility or residential treatment center, continued case management and therapy at the Crisis Shelter or return home with outpatient therapy and services.

These decisions will be based upon continued evaluations by the JHCCC and by the youths behaviors while under supervision. All parties involved in the case management will be involved in making the decision for the case plan.

**Steps Taken for Safety;**

1. Facility has been reviewed with SJMC Director of Facilities who offered suggestions for safety improvements to the physical plant. The Building is owned by Teton County. The County is making all of the suggested improvements such as: windows covered with Plexiglas, breakaway shower rods, unbreakable mirror; removal or modification of plumbing fixtures, hooks, toilet paper roll holder, towel racks, and door hinges so nothing can be tied around them.
2. Facility has two individual bedrooms, but we will only use one at a time. The bedroom has a mattress on a platform, no dresser nor closet. It has open shelves. Electrical outlets and lights are designed for safety. The room is 7' X12".
3. There is a staff sitting room right outside of the bedroom. The Bedroom door remains open with staff person having the youth in sight at all times. The sitting area is about 7' X 14' and has a door that closes it off to a hallway.
4. The hallway that leads to the outside is not locked but has a 15 second delay crash bar. Students could run away if willing to push past a staff person. The door between the staff secure section of the building and our 4 bedroom crisis shelter is locked.
5. There is one bathroom with safety features mentioned above. The bathroom door does not lock. This is also right off of the staff sitting area. Staff will monitor by sound and by asking for verbal responses from youth in the bathroom every 5 minutes or more frequent if any sounds are concerning or confusing.
6. One staff will always be in the staff sitting are with eyes on student any time a youth is in the facility. There is another staff person available in the crisis shelter portion of the building- if other youth are in the crisis shelter portion there are two staff with them so one is available to help if needed in the staff secure portion.
7. Staff will log student's condition and activity, and any actions they take, every 15 minutes
8. Staff shifts will be 6 hours so they retain focus throughout their shift. Staff will pass information at shift changes but will keep student in sight as they do so.
9. Staff Training – In addition to specific training listed above in the staffing section, all staff are employees of Teton Youth and Family services and have been through extensive training regarding working with at risk youth during their 30 hour orientation training and their 30 hours of annual training.

10. Youth referred to the staff secure facility will have been evaluated by a licensed mental health professional from JHCCC who knows our facility, programming and staffing and determines that the staff secure facility is the appropriate and safe level of care for the student.

11. Youth in need of medical care, or who show signs of being willing to physically get past a staff person to get out of the facility or pose some threat of harming the staff person will not be referred to the staff secure facility.

12. The On-call TYFS Senior staff person can refuse the placement if concerned and after consultation with the Program Director and/or Executive Director. Reasons for refusal would center around factors the referring professional(s) would not know such as;

- the present resident population in the Crisis shelter i.e. filled with disruptive, loud, acting out youth
- juvenile delinquent being held in staff secure facility
- past history with the referral that would make the situation unsafe.

13. The Youth's parents agree the placement is appropriate after being informed about the facility, program and staffing, and agree to co-operate with our agency in case planning and treatment for their child.

14. The student will change into clothing we provide to reduce risk of carrying means of suicide into the facility with them. They will give us their jackets, hats, gloves, scarves, shoes, socks, belts, backpacks, purses, etc. and turn all pockets inside out. They will then change into clothes we provide that have no pockets, belts or strings used as belts. We will search the youths clothing thoroughly once they have taken them off and when the youth has improved in mood they may be able to have their own clothing but no belts, shoes, etc.

15. The longest a youth can remain in the staff secure facility is 72 hours. JHCCC licensed mental health professional will evaluate the youth each day and assist in the case planning and management with the parents, our agency and any other professionals involved in the case.

### **Staffing**

We will have a minimum of 14 staff prepared and on the on-call list. An on-call shift will last 24 hours. Thus, each person will be on-call once every two weeks. On-call means being available by phone and able to be at the Staff Secure facility within an hour and prepared to do the intake and provide the first six hours of supervision.

In addition to the Orientation and Annual Training all staff members receive as TYFS employees, on-call staff for this program will be trained on:

- Right Response, – de-escalation and keeping yourself safe physically. This training will be required annually - 16 hours initial, 8 hours to renew.
- Training on dealing with depressed suicidal youth, – what to say/not say. This is included in the Mental Health First Aide class taught by JHCCC, – 8 hours initially, 4 hours refresher.
- Policies and Procedures of the holding facility, – how and when do you go to the bathroom, what to do when youth goes to bath room, what to cover at intake, etc. This training is required annually- 2 hours.

### **Projected Results**

We would predict that the majority of cases will return home or move to the Crisis Shelter within 24-48 hours.

Most youth suicides involve an impulsive element. By the time they have gone to the Hospital or JHCCC and been through an evaluation, waited for a decision to be made on whether to return home or not, taken to the Staff Secure Facility, done an intake, and are in a facility where committing suicide would require extreme effort and has some one consistently watching, the impulsive element is has been significantly diminished.

The quiet and safe atmosphere with a watchful and concerned adult who is willing to listen or to just be quiet, is comforting and allows the youth to relax. Most youth will be able to return to their parents care in 24-48 hours. With the help of the JHCCC, SJMC and any other therapists involved, those that show more long term mental health concerns will be moved to psychiatric care facilities within 72 hours or less.

We project usage of the staff secure facility for these youth will be 8 youth the first year and then will decrease to 4-6. The number of youth being evaluated during the past six months has been much higher but has been stimulated by several unusual factors – a student’s suicide, closure of preventive programs and lack of community awareness. All of those factors have changed for the better. Typical Annual numbers of youth showing up at the hospital threatening suicide has been 3-4. We believe it will take time to return to that low number but youth accessing the hospital have already begun to slow.