DETENTION CENTER REIMBURSEMENT AGREEMENT

THIS AGREEMENT (**06-055-CJH**) is made and entered into between the **DEPARTMENT OF CORRECTIONS**, 1539 11th Avenue, Helena, Montana 59620, the **DEPARTMENT OF JUSTICE**, 215 North Sanders, Helena, Montana 59620, hereinafter referred to as "State Agencies", and **CARBON COUNTY**, 104 N. Broadway, Red Lodge, Montana 59068 hereinafter referred to as "County."

WHEREAS, 7-32-2203, MCA defines the categories of individuals who may be detained and committed in detention centers; and

WHEREAS, Federal, State and County Agencies employ law enforcement officers empowered to make arrests for violations of law which result in detaining individuals in detention centers; and

WHEREAS, 7-32-2243, MCA provides that contracts concerning detention center services and facilities between government units must be made pursuant to the Interlocal Cooperation Act, Title 7, Chapter 11, Part 1, MCA; and

WHEREAS, it is necessary to apportion the costs for confinement and medical expenses of individuals detained and committed in detention centers as provided in Title 7, Chapter 32, Part 22, MCA, et al.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants contained in this Agreement, the State Agencies and Carbon County agree as follows:

I. DURATION OF THE AGREEMENT

A. TERM. This Agreement shall be in effect upon signature of all of the parties for a term ending September 30, 2007.

B. RENEWAL. Upon expiration of this term, the Agreement shall automatically renew under the same rights and obligations for a period of one year unless, by 30 days written notice, either the State Agencies or Carbon County requests to renegotiate the provisions of this Agreement.

C. TERMINATION. Either party may terminate this Agreement, in whole, upon 30 days written notice to the liaisons identified in Section V of this Contract.

D. MODIFICATION & ASSIGNABILITY. This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written mutual agreement. Carbon County accepts responsibility for adherence to the terms of this Agreement by subcontractors and public or private agents to which Carbon County delegates authority to carry out portions of this Agreement.

II. COMPENSATION

A. ESTABLISHMENT OF BASIC RATE. Carbon County does not operate a County Detention Center and, instead, contracts with Yellowstone County to house offenders arrested in Carbon County. The parties agree that the "costs of reasonable confinement" established by Yellowstone County are based on actual, reasonable costs, and are **exclusive of capital construction costs** in accordance with 7-32-2242(2), MCA.

B. BASIC RATE. State Agencies agree to pay Carbon County the basic rate of **$58.04** [as established by Yellowstone County] per day or, one-half the basic rate per partial day, for each Carbon County inmate confined in the Yellowstone County Detention Center who is the financial responsibility of the respective State Agency.

1. "Day" means any portion of a day of 12 or more continuous hours beginning with the inmate's confinement.

2. "Partial Day" means any portion of a day or less than 12 hours.

3. "Confinement" means the inmate is placed in a housing, detention, or isolation unit and provided with clothing, bedding, or a meal.

C. COMMENCEMENT OF REIMBURSEMENT. The parties agree that responsibility to reimburse Carbon County for confinement and medical costs shall commence as provided in this Agreement and in accordance with the **Schedule of Cost Responsibility attached as Exhibit A and incorporated herein by reference.**

Regardless of which State Agency is responsible for costs of confinement or medical expenses, a Carbon County inmate detained in the Yellowstone County Detention Center remains under the jurisdiction of Carbon County and its agents until Carbon County transfers, and the State Agency accepts, physical custody of the inmate. The parties agree that no State Agency shall accept physical custody of an inmate without a certified court document supporting the transfer.

Upon receipt of a certified court document ordering transfer of custody, Carbon County agrees to immediately contact the correctional facility or appropriate probation and parole bureau. Carbon County agrees to provide 48 hours notice prior to transporting an inmate to a Department of Corrections Facility.

D. COUNTY-TO-COUNTY TRANSFER. If the Yellowstone County Detention Center transfers an inmate to another County Detention Center, the State Agencies shall reimburse each Center at the basic rate, in accordance with this Agreement.

E. BILLING. On a monthly basis, Carbon County shall furnish State Agencies with an itemized statement specifying the name, date of birth, and dates of confinement of each inmate whose confinement expenses are the responsibility of the State Agency. Carbon County agrees to furnish a separate itemized statement for medical expenses that are the responsibility of the State Agency, as provided by this Agreement. The State Agency agrees to provide direct payment to the medical service provider – if requested by Carbon County.

III. RESPONSIBILITY FOR COSTS

A. CONFINEMENT. Except as provided in subsection III (A)(1), the costs of reasonable confinement are the responsibility of the arresting agency unless the Department of Corrections is the arresting agency and the inmate is a probation violator. In that case, the county of the district court retaining jurisdiction over the inmate is responsible for confinement costs. *See*, 7-32-2242(2), MCA.

1) Inmates found by the district court to have the ability to pay for confinement are responsible to pay the costs of confinement in accordance with 46-12-403, MCA. *See*, 7-32-2245, MCA.

B. MEDICAL. Except as provided in subsection III (B)(1), whenever the detention center administrator having jurisdiction over an inmate determines that the inmate requires medication, medical services, or hospitalization, medical expenses shall be the responsibility of the arresting agency. If the Department of Corrections is the arresting agency and the inmate is a probation violator, the medical expense is the responsibility of the county of the district court retaining jurisdiction over the inmate. *See*, 7-32-2222(4), MCA.

1) Inmates are responsible for the actual costs of medication, medical services, or hospitalization while detained in a detention center. Inability to pay may not be a basis for denial of treatment. *See*, 7-32-2245, MCA. Carbon County agrees to make a reasonable effort to hold inmates responsible for their medical expenses.

IV. MEDICATION, MEDICAL SERVICES, AND HOSPITALIZATION

A. The County is not required to accept any inmates [arrested by State Agencies] who are in obvious need of medical attention. If an inmate refuses medical attention from a licensed health care provider, the arresting agency shall provide a written record of this fact to Carbon County.

B. The determination to provide an inmate with medication, medical services, or hospitalization shall be at the discretion of the detention center administrator.

C. The County agrees to provide inmates with emergency medical treatment in accordance with acceptable standards of practice.

D. Prior to authorizing non-emergency medical services for inmates whose medical costs are the responsibility of the Department of Corrections, Carbon County shall contact the appropriate designee of the Department of Corrections. The contact is the Manage Care Coordinator at (406) 846-1320 ext: 2254.

E. In the event an inmate requires extended hospitalization and the resulting medical costs are the responsibility of a State Agency, the State Agency agrees to reimburse Carbon County for costs associated with providing a guard, including wages, employer contributions, and incidental costs.

V. LIAISON

Gary Willems of the Department of Corrections (406) 444-4941, Doug Booker of the Department of Justice (406) 444-5842, and Lance Bourquinn, Carbon County Sheriff (406) 446-1234, or their successors or assigns, shall serve as liaisons for purposes of discussions with respect to this Agreement.

VI. INDEMNIFICATION

Carbon County agrees to indemnify the State Agencies against any liability the State Agencies may incur related to the confinement and treatment of inmates arrested by each agency and housed in the detention center. However, Carbon County, its officers and employees shall not assume any liability for acts of the State or any of its officers, employees, or agents. The State Agencies shall indemnify Carbon County against, and hold Carbon County harmless from, any and all claims whatsoever arising against

Carbon County, its offices, agents or employees by reason of any act or omission of State Agencies, its agents or employees, in performing this contract.

VII. ACCESS TO RECORDS

Carbon County agrees to create and maintain reasonable records of performance of duties pursuant to this Agreement and agrees to provide the State Agencies, the Legislative Auditor, or their authorized agent with access to such records.

VIII. VENUE

The parties agree that any mediation, arbitration, or litigation arising from this Agreement must be brought to the First Judicial District in and for the County of Lewis and Clark, State of Montana.

IX. MISCELLANEOUS PROVISIONS

A. This Agreement must be reviewed and approved by the Attorney General and filed with the appropriate county clerk and recorder and the Secretary of State, pursuant to Title 7, Chapter 11, Part 1, MCA.

B. There shall be no separate legal entity created as a result of this Agreement.

C. This Agreement will not result in the acquisition of property requiring disposal upon termination of the Agreement.

D. The above-state provisions constitute the entire Agreement between the parties hereto.

Signatures:

STATE AGENCIES

Gary Willems, Contracts Manager
Department of Corrections

6-26-06
Date

Larry Fasbender, Deputy Director
Department of Justice

6-29-06
Date

COUNTY

Governing body of Carbon County

6-30-06
Date

Reviewed for Legal Content by: Colleen A. White
Department of Corrections, Legal Counsel

6/23/06
Date

EXHIBIT A

SCHEDULE OF COST RESPONSIBILITY CENTERS

A. **Inmate Status: Charged with Crime and Awaiting Trial (Includes individuals on probation or parole who have committed a new crime).**

1. Arresting agency is responsible for costs of confinement.

2. Arresting agency responsible for medical costs unless inmate has ability to pay. Note: inmate inability to pay may not be a basis for denial of treatment.

B. **Inmate Status: Sentenced to State Prison and Awaiting Transfer**

1. Arresting agency responsible for costs of confinement, including medical, until oral pronouncement of sentence.

2. Arresting agency responsible for medical costs unless inmate has ability to pay. Note: inmate inability to pay may not be a basis for denial of treatment.

3. Carbon County agrees to provide 48 hours advance notice to MSP or MWP prior to commencing transport of inmate from the detention center.

4. The inmate remains in the legal custody of Carbon County until the correctional facility is presented with the offender.

C. **Inmate Status: Sentenced to DOC Commitment and Awaiting Transfer or Awaiting Placement by Probation and Parole Bureau.**

1. Arresting agency responsible for costs of confinement, including medical, until oral pronouncement of sentence.

2. Arresting agency responsible for medical costs unless inmate has ability to pay. Note: inmate inability to pay may not be a basis for denial of treatment.

D. **Inmate Status: Detained after arrest for probation violation under the provisions of 46-23-1012(4), MCA**

1. The county in which the district court resides that retains jurisdiction over the inmate is responsible for the costs of confinement and medical costs until oral pronouncement of sentence revoking the probation.

E. **Inmate Status: Detained after arrest for parole violation under the provisions of 46-23-1023, MCA. Note: does not include arrests for new crimes.**

1. The Department of Corrections is responsible for the costs of confinement and medical costs.

2. Carbon County agrees to obtain consent from the appropriate designee of the Department of Corrections before an offender under its jurisdiction receives non-emergency medication, medical services, or hospitalization.

3. Upon issuing a warrant of arrest for an alleged parole violator, the Department of Corrections shall assume responsibility for confinement and medical costs of the parole violator. When additional charges pending against the parole violator require further incarceration within the County, the arresting agency filing those charges will assume the costs of confinement from the time the parole violator would have been transferred to a Department of Corrections facility until such transfer is accomplished. *See*, 7-32-2242, MCA.

F. **Inmate Status: "Jail Sanction" as a probation violator under the Probation Violator Prison Diversion Program in accordance with 46-23-1012(5), MCA.**

1. The Department of Corrections is responsible for the costs of confinement and medical costs.

2. Carbon County agrees to obtain consent from the appropriate designee of the Department of Corrections before an offender under its jurisdiction receives non-emergency medication, medical services, or hospitalization.

G. **Inmate Status: Convicted and sentenced to State Prison but declaration of excessive inmate population by the Director of the Department of Corrections under 53-30-106(1), MCA renders Prison unable to admit.**

1. The Department of Corrections is responsible for the costs of confinement and medical costs.

2. Consent prior to treatment.