DETENTION CENTER REIMBURSEMENT AGREEMENT

THIS AGREEMENT (**CJH-02-028-0**) is made and entered into between the DEPARTMENT OF JUSTICE (DOJ), 215 North Sanders, Helena, Montana 59620, the DEPARTMENT OF CORRECTIONS (DOC), 1539 11th Avenue, Helena, Montana 59620, hereinafter referred to as "State Agencies", and **POWELL COUNTY,** Law Enforcement Center, 409 Missouri Avenue, Deer Lodge, MT 59722, hereinafter referred to as "County."

WHEREAS, 7-32-2203, MCA (2001) 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 (2001) 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.

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

I. DURATION OF THE AGREEMENT

A. TERM. This Agreement shall be in effect upon signature of all parties and shall remain in effect unless terminated in accordance with Section I (B) of this Agreement.

B. TERMINATION. Either party may terminate this Agreement, in whole, upon 30 days written notice to the liaisons identified in this Agreement.

C. 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, which 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. The County accepts responsibility for adherence to the terms of this Agreement by subcontractors and public or private agents to which the County delegates authority to carry out portions of this Agreement.

II. COMPENSATION

A. CONFINEMENT RATE. State Agencies agree to pay the County a Confinement Rate of **$45.00 (forty-five and 00/100 dollars)** per day for each inmate confined in the County Detention Center who is the financial responsibility of the respective State Agency.

1. "Day" means each day, or part of a day, including the first day but not the last day of confinement in the County Detention Center.

2. "Confined" means the inmate is remanded to the custody of the County Detention Center.

B. ESTABLISHMENT OF CONFINEMENT RATE

1. The County agrees that the Confinement Rate established herein is based on reasonable costs of confinement, **excluding capital construction costs,** except as provided in 7-32-2245 or 7-32-2242(2)(b), MCA (2001).

2. The County agrees to submit an operational budget establishing the initial Confinement Rate based on the County Detention Center's reasonable costs of confinement for the previous fiscal year (July 1 to June 30). The County further agrees to review the Confinement Rate on an annual basis and submit a Notice of Confinement Rate change, including operational budget documentation, by September 1 of each year if the Confinement Rate listed in this Agreement increases or decreases by more than five percent (5%). The newly established Confinement Rate will remain in effect until September 30 of the following year or until a Notice of Confinement Rate change is submitted by the County and accepted by the State.

C. BOOKING FEE. State Agencies will pay a booking fee of $15.00 for each person arrested by a State Agency and booked by the County Detention Center but not confined.

D. COMMENCEMENT OF REIMBURSEMENT. The parties agree that responsibility to reimburse the 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.**

Upon oral pronouncement of a sentence that transfers legal custody of the inmate to the Department of Corrections, the County agrees to immediately contact the appropriate correctional facility or probation and parole bureau to arrange inmate transportation. The County agrees to provide appropriate DOC staff with 48 hours notice prior to transporting an inmate to a DOC Facility.

E. FACILITY-TO-FACILITY TRANSFER. If the County Detention Center transfers an inmate to, or receives an inmate from, another county facility within this State, the responsible State Agency shall reimburse each facility at the applicable Confinement Rate, in accordance with the governing State/County Agreement.

F. BILLING

1. Room and Board. On a monthly basis, the County Detention Center administrator shall furnish the responsible State Agency 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. The itemized statement shall reflect the confinement expenses actually incurred in the prior billing cycle.

2. Medical

a. Prescription Medications. The County must submit medication documentation to the responsible State Agency for reimbursement. Documentation must include the offender's name, medication prescribed, date filled, and medication cost.

b. Medical/Dental (DOC). The responsible medical provider must submit a UB92 or HCFA 1500 medical claim form to the DOC and DOC will then forward said claim forms to Blue Cross/Blue Shield of Montana for payment directly to the medical provider.

c. Medical/Dental (DOJ). The County will pay the medical provider for any medical or dental costs associated with an inmate's confinement. The County will submit medical reimbursement requests to the Department of Justice on a monthly basis with an itemized statement specifying the name, date of birth, and dates of confinement of each inmate whose medical or dental expenses are the responsibility of the Department of Justice.

3. Timely Billing

If the County fails to bill the responsible State Agency within 120 days of when the confinement expense was incurred, the County will be deemed to have waived its right to compensation.

III. RESPONSIBILITY FOR COSTS

A. CONFINEMENT. Except as provided in subsection III (A), 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 (2001).

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, (2001). *See*, 7-32-2245, MCA (2001).

B. MEDICAL. Except as provided in subsection III (B), 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 (2001).

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 (2001). The 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 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 the 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 obtaining non-emergency medical services for an inmate whose medical costs are the responsibility of DOC, the County shall contact the appropriate DOC designee in Helena at 444-9894 or 444-7843.

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 the County for costs associated with providing a guard, including wages, employer contributions, and incidental costs.

V. LIAISONS

Gary Willems of the Department of Corrections (406) 444-4941; Colonel Bert Obert of the Department of Justice, Montana Highway Patrol (406) 444-3916; and Sheriff Scott Howard (406) 846-2711 of the County Detention Center, or their successors or assigns, shall serve as liaisons for purposes of discussions with respect to this Agreement.

VI. INDEMNIFICATION

The County agrees to indemnify the arresting State Agency against any liability the State Agency may incur related to the confinement and treatment of an inmate arrested by the agency and housed in the Detention Center. However, the County, its officers and employees shall not assume any liability for acts of the State or any of its officers, employees, or agents. The responsible State Agency shall indemnify the County against, and hold the county harmless from, any and all claims whatsoever arising against the County, its officers, agents or employees by reason of any act or omission of State Agency, its agents or employees, in performing this Agreement.

VII. ACCESS TO RECORDS

The 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. FAILURE TO ENFORCE NOT A WAIVER

Failure of a State Agency to enforce any of the provisions of this agreement, at any time, shall not be construed to be a waiver of such provision nor affect the validity of any part of this agreement or the right of a State Agency to thereafter enforce such provision.

X. 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 stated provisions constitute the entire Agreement between the parties.

DEPARTMENT OF CORRECTIONS

Gary Willems, Contracts Manager

4-18-02
Date

DEPARTMENT OF JUSTICE

Larry Fasbender, Deputy Director

4-23-02
Date

COUNTY

Governing body of local government
operating the County Detention Center

4-25-02
Date

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

4/18/02
Date

EXHIBIT A

SCHEDULE OF COST RESPONSIBILITY CENTERS

A. **Inmate Status: Charged with Crime and Awaiting Trial (Includes individuals on probation or parole that 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 DOC and Awaiting Transfer from the Detention Center or Placement by the Probation and Parole Bureau.**

1. Arresting agency responsible for costs of confinement until oral pronouncement of a sentence that transfers legal custody of the inmate to the Department of Corrections.

2. Responsibility for costs of confinement and medical costs shifts to Department of Corrections upon oral pronouncement of a sentence that transfers legal custody of the inmate to the Department of Corrections.

C. **Inmate Status: Detained after arrest for probation violation under the provisions of 46-23-1012(4), MCA (2001)**

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 a sentence that transfers legal custody of the inmate to the Department of Corrections and revokes the probation.

D. **Inmate Status: Detained after arrest for parole violation under the provisions of 46-23-1023, MCA (2001). Note: does not include arrests for new crimes.**

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

2. The County agrees to obtain consent from the appropriate designee of the Department of Corrections before providing 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 form 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 (2001).

E. **Inmate Status: "Jail Sanction" as a probation violator under the Probation Violator Prison Diversion Program in accordance with 46-23-1015, MCA (2001).**

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

2. The County agrees to obtain consent from the appropriate designee of the Department of Corrections before providing non-emergency medication, medical services, or hospitalization.

F. **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 (2001) renders Prison unable to admit.**

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

2. The County agrees to obtain consent from the appropriate designee of the Department of Corrections before providing non-emergency medication, medical services, or hospitalization.