COUNTY DETENTION CENTER REIMBURSEMENT AGREEMENT

THIS AGREEMENT **(16-013-CJH)** is made and entered into by and between the DEPARTMENT OF CORRECTIONS, 5 S. Last Chance Gulch, Helena, Montana 59601and the DEPARTMENT OF JUSTICE, 215 North Sanders, Helena, Montana 59620 hereinafter referred to as "State Arresting Agencies," and **Big Horn COUNTY,** 121 W 3rd., Law Enforcement Annex, Hardin, MT 59034, hereinafter referred to as "County."

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

I. DEFINITIONS

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

B. "Day" means the 24-hour period of time (12:00 a.m. to 12:00 midnight) that is represented as one of the seven designated days of the week.

C. "Detention center" means a facility established and maintained by an appropriate entity for the purpose of confining arrested persons or persons sentenced to the detention center.

D. "Inmate" means a person who is confined in a detention center.

E. "State Arresting Agency" means one of the state agencies that is a party to this Agreement and who has arrested an individual and placed said individual in the county detention center or who is authorized another law enforcement agency to arrest the individual.

II. DURATION OF THE AGREEMENT

A. TERM. This Agreement shall be in effect upon signature of all of the parties and terminate on **June 30, 2017** unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed on a biennial basis for a period not to exceed a total of **seven (7)** years.

B. TERMINATION. Either party may terminate this Agreement, without cause, upon 30 days written notice to the liaisons identified in Section V of 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, 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 agreement of all the parties. Subcontractors and public or private agents of County are also bound by the terms of this Agreement and County will not assign this Agreement.

D. REDUCTION OF FUNDING. The Department must by law terminate this contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the

Department budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the Department shall terminate this contract as required by law. The Department shall provide Contractor the date the Department's termination shall take effect. The Department shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the Department shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the Department's termination takes effect. This is Contractor's sole remedy. The Department shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

III. COMPENSATION

A. ESTABLISHMENT OF DAILY PER DIEM RATE. County agrees that the "costs of reasonable confinement" established herein are based on actual, reasonable costs and are **exclusive of capital construction costs** in accordance with 7-32-2242(2), MCA (2009).

B. PAYMENT OF DAILY PER DIEM RATE. State Arresting Agencies agree to pay County a daily per diem rate of **$69.00 (sixty nine and 00/100 Dollars)** per day for each inmate confined in the County detention center who is the financial responsibility of a State Arresting Agency.

C. COUNTY-TO-COUNTY TRANSFER. If County transfers an inmate to another county detention center, State Arresting Agencies shall reimburse each county in accordance with their County Detention Center Reimbursement Agreement.

D. BILLING. On a monthly basis, County shall furnish each arresting 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 arresting agency. County agrees to furnish a separate itemized statement for medical expenses that are the responsibility of the arresting agency, as provided by this Agreement. The State Agency agrees to provide direct payment to the medical service provider, if requested to do so by County.

E. RIGHT TO COMPENSATION. 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.

IV. REIMBURSEMENT

A. CONFINEMENT

State Arresting Agencies will pay County the daily per diem rate set forth in this Agreement for each day of confinement. **Reimbursement will include the first day of confinement (as described herein), but will not include the last day of confinement when the inmate is released/transferred from the custody of the county detention center.**

1) The Department of Corrections will pay for:

i. A parole violator;
ii. A probationer serving a DOC sanction;
iii. Confinement of an inmate upon oral pronouncement of a felony sentence of imprisonment or commitment to the Department of Corrections unless the inmate continues to serve a county jail sentence of incarceration.

2) The Department of Justice, Montana Highway Patrol, will pay for:

i. Any person arrested by the Highway Patrol - unless that person is serving time in the detention center for any county or other arresting agency or the person is arrested pursuant to a warrant issued on behalf of the County.

B. MEDICAL

Under the terms of this Agreement, State Arresting Agencies will pay all dental, vision and medical costs of inmates confined in the county detention center who are the responsibility of the State Arresting Agency.

1) The determination to provide an inmate with non-emergency medication, medical services, or hospitalization shall be at the discretion of the detention center administrator.

2) Prior to authorizing non-emergency medical services for inmates whose medical costs are the responsibility the Department of Corrections (DOC), County shall contact the DOC Clinical Services Division Administrator, or designee at (406) 444-6580.

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

4) In the event an inmate requires hospitalization and the resulting medical costs are the responsibility of a State Arresting Agency, the State Arresting Agency agrees to reimburse County for costs associated with providing on-site security, including wages, employer contributions, and related incidental costs. County agrees to notify the State Arresting Agency of said hospitalizations within 24-hours of occurrence.

V. LIAISON

April Grady, Contracts Management Bureau Chief, (406) 444-4941 is the liaison for the Department of Corrections; Scott Darkenwald, Deputy Director, (406) 444-2026, is the liaison for the Department of Justice.

Robert Simpson, Sheriff, (406) 665-9780, is the liaison for County. Liaison or their successors or assigns, shall serve as liaisons for purposes of discussions with respect to this Agreement.

VI. INDEMNIFICATION

A. County shall protect, defend, and save the state arresting agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the

cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the county, its agent, agents, or subcontractors.

VII. ACCESS AND RETENTION OF RECORDS

County agrees to provide the State Arresting Agencies, the Legislative Auditor, or their authorized agents with access to any records necessary to determine contract compliance. County agrees to create and retain records supporting the services rendered for a period of three years after either the completion date of the Agreement or the conclusion of any claim, litigation, or exception relating to the Agreement taken by the State of Montana or third party.

VIII. VENUE

This Agreement is governed by the laws of Montana. The parties agree that any 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, and each party shall pay its own costs and attorney fees.

IX. INSURANCE

County shall procure and maintain, in full force and effect during the term of this agreement, insurance issued by a reliable company or companies with minimum personal injury limits of $750,000 per person and $1,500,000 per occurrence. County shall provide an officially executed copy of such insurance policy to State for review. Said insurance shall be in a form suitable to the State.

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 hereto.

Signatures:

STATE ARRESTING AGENCIES

Loraine Wodnik, Deputy Director
Department of Corrections

7-23-16
Date

Mike Milburn, Chief of Staff
Department of Justice

4 Aug 2016
Date

COUNTY

Robert Simpson, Sheriff
Big Horn County

9-15-16
Date

Reviewed for Legal Content by:

Department of Corrections, Legal Counsel

7/21/16
Date