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COMMISSIONERS' COURT
SPECIAL MEETING
June 19, 2000

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on Monday, June 19, 2000, in the Titus County Courtroom with the following members present:

DANNY P. CROOKS.....COUNTY JUDGE
MIKE PRICE.....COMMISSIONER PRECINCT 1
MIKE FIELDS.....COMMISSIONER PRECINCT 2
BILLY J. THOMPSON.....COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4
SHERRY MARS .....COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, COUNTY AUDITOR
ARVEL P. SHEPARD, COUNTY SHERIFF

BOB GRAY ANN RUNDLE
JIM DAVIS

IN THE MATTER OF
CONSIDERING AND APPROVING THE
CONTRACT WITH TEXAS DEPARTMENT OF
CRIMINAL JUSTICE (TDCS) FOR HOUSING
STATE OF TEXAS INMATES

Sheriff Arvel P. Shepard spoke to the Court concerning the Contract with Texas Department of Criminal Justice.

The Contract will be effective from June 19, 2000 until August 31, 2001. The Contract will have an annual renewal, with the possibility of four or five years continuity.

Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields to approve the Contract with Texas Department of Criminal Justice. *SEE ATTACHMENT "A"*

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Mike Price and seconded by Commissioner Billy J. Thompson to adjourn. Motion carried unanimously.

Contract Number 696-ID-0-1-L0285

INMATE HOUSING PAYMENT AGREEMENT

This Housing Payment Agreement (hereinafter this "Agreement") is made and entered into by and among the Texas Department of Criminal Justice (hereinafter the "TDCJ") acting on behalf of the Texas Board of Criminal Justice (hereinafter the "Board") and Titus County (hereinafter the "County"), pursuant to TEX. GOV'T CODE ANN. art. 493.010 and 499.121(c).

WITNESSTH:

WHEREAS, Article 493.010 authorizes the Board to enter into leases or contracts with public or private jails or operators of alternative housing facilities for the temporary or permanent housing of inmates; and

WHEREAS, the Executive Director of TDCJ having been delegated authority to act on behalf of the Board, and the County desires to enter into this Agreement to establish the rate of payment for maintenance of inmates awaiting transfer to the Institutional Division;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties agree as follows:

I

SERVICES

Section 1.1. Inmates Eligible for Transfer. Inmates to be transferred to the County shall be those county jail inmates who will not be transferred to the Institutional Division within 45 days from the date on which all processing required for transfer has been completed as determined by TDCJ.

Section 1.2. Detention Services. County shall provide housing, care, meals, medical services (subject to the conditions of Section 1.3, herein) and other usual services for inmates on the same basis as such services are provided for County's inmates. County shall provide a minimum of three (3) hours per day, five days per week in the following program services: (i) basic literacy through G.E.D.; (ii) life skills/pre-release; (iii) on the job training; (iv) library services; (v) chaplaincy services; and (vi) substance abuse education.

Section 1.3. Medical Services. County shall pay all medical costs incurred by the County on behalf of an inmate during the first 24 hours of each hospital admission unless the total medical cost for each such 24 hour hospitalization period exceeds $4,000. TDCJ shall be responsible for payment of all of the medical costs incurred by the County on

behalf of an inmate, if the total medical cost for the first 24 hours of each hospital admission exceeds the sum of $4,000. Additionally, TDCJ shall be responsible for payment of all medical costs incurred on behalf of an inmate after the first 24 hours of each hospital admission for such inmate. It is further agreed that County shall be responsible for all required security during the first 48 hours of each hospital admission of an inmate, thereafter, TDCJ shall be responsible for such security. It is further agreed that if the County requires the inmate to make a co-payment for medical services received, the amount of the co-payment shall be subtracted from the daily per diem as provided in Section 2.1. In the event a TDCJ inmate needs non-routine medical, dental, ophthalmological or psychological care or treatment for a serious condition, then TDCJ shall be notified and TDCJ and County will make arrangements to transfer (in accordance with Section 1.4 hereof) the inmate in need of such care to TDCJ for treatment, or make other appropriate arrangements for such treatment.

County shall comply with the Texas Commission on Jail Standards and in connection with Chapter 273 Health Services, County shall agree to provide the following:

(a) The County must have written policies and defined procedures for and actual practice should evidence an infection control program. The program must effectively monitor the incidence of infection and communicable diseases among offenders; promote a safe and healthy environment; reduce the incidence and spread of these diseases, assure that offenders infected with these diseases receive prompt care and treatment and provide for the completion and filing of all reports consistent with local, state and federal laws and regulations.

(b) The responsible physician must establish ectoparasite control procedures that are used for disinfecting bedding and clothing.

(c) Transfer screening must occur for all inmates returning from off-site medical appointments/hospitalizations, bench warrants, etc. These screenings must be performed by qualified health care professionals.

(d) Any treatment that is performed by nursing personnel pursuant to written or verbal orders, must be signed by personnel authorized by law to give such orders.

(e) All medical records of persons receiving health care under this agreement are the property of the TDCJ. The County has the right to retain copies of such medical records. The County is hereby designated as the custodian of all medical records for those inmates currently eligible to receive health services at the facility.

(f) Every inmate entering the facility will have accompany him/her an out-patient medical record initiated by the Department (TDCJ). All medical encounters must be documented in this record. The format of the record must be approved by the facility's health authority. This record must accompany the inmate on all intra-system transfers to include transfer into the Institutional Division. Health records

must be stored in the facility and maintained under secure conditions separate from custody records. Access to health records and health information is controlled by the health authority consistent with applicable local, state and federal law.

(g) Any request for medical research must be forwarded to the TDCJ Health Services Division Director for approval prior to initiation of any research project.

(h) In the event of an inmate death, the County must follow TDCJ's Administrative Directive, 3.29, "TDCJ Procedures to Be Followed in Cases of Offender Death".

Section 1.4. Transportation. TDCJ shall arrange for necessary transportation of inmates, except as provided below. In the event that TDCJ agrees to reimburse County for transportation costs incurred by County for transporting inmates, such costs shall be reimbursed at a mutually acceptable rate per mile per trip. As used in this subsection, the word "trip" means (i) transport of an inmate to or from the sending county jail to or from the Titus County Jail; or (ii) transporting an inmate from the Titus County Jail to TDCJ. TDCJ will not provide reimbursement for any trip as defined herein unless advance approval has been obtained from TDCJ's Institutional Division's Transportation Coordinator, telephone (936) 295-5768, ext. 206.

County shall arrange for necessary transportation of inmates in order to access health care services or respond to a writ of attachment (benchwarrant). County shall notify TDCJ if an inmate is absent from the facility for 24 hours or longer.

Section 1.5. Records. County shall keep, maintain, and update those records required by law, the sending county and TDCJ on each inmate while incarcerated in the County's jail facility. Such records must include the date, time, and place each inmate is accepted by the County; each such inmates jail number; and the date and time of such inmates release from the County jail or transfer to TDCJ and the TDCJ unit to which the inmate is transferred. Such records shall be made available upon request to TDCJ and the sending county, if applicable.

Section 1.6. Available Space. It is agreed that Titus County shall provide such space as may be available from time to time in its jail facility for the incarceration of inmates. It is further agreed that all arrangements for the incarceration of up to 100 such inmates will be made through TDCJ. It is understood and agreed that no guarantee is provided herein that Titus County will be requested by TDCJ to incarcerate any inmates.

Section 1.7. Length of Stay. It is agreed that all inmates shall be transferred to TDCJ as determined by TDCJ but not later than within two years of the date of their transfer to the County jail.

II

PAYMENT

Section 2.1. Payment for Services. It is agreed between the parties hereto that the rate of payment for maintenance of inmates by the County is $39.75 per day for each such inmate. It is expressly understood and agreed that this per day rate to be paid by TDCJ shall be full compensation for housing, care, and all other usual services performed by County except those medical costs described in Section 1.3 of this Agreement. The payment or expenditure of any money under any provision of this contract by TDCJ or the State is contingent upon the availability of funds appropriated by the Texas Legislature to TDCJ in sufficient amounts needed to make such payments or to pay such amounts to cover the provisions hereof. Should the Legislature not appropriate sufficient funding, this shall not constitute a default of this agreement by TDCJ.

Section 2.2. Inmate Day. It is agreed that County will have maintained an inmate for each calendar day or part thereof during which time such inmate is counted on the midnight strength report. It is further agreed that the day of arrival shall be counted as the first day that the County shall receive compensation, but the day of departure shall not be so counted.

Section 2.3. Billing For Services. County shall submit bi-weekly billings to TDCJ. Such billings shall be accompanied by sufficient documentation to allow TDCJ to make payments to County. Billings for medical services described in Section 1.3 herein shall also be submitted to the TDCJ for payment. Agreed transportation reimbursement described in Section 1.4, if applicable, shall be submitted to TDCJ for payment. TDCJ shall verify all billings through the State Ready System before payment is rendered.

Section 2.4. Refund of Per Diem Rate. It is agreed that if County receives reimbursement under the State Criminal Alien Assistance Program (hereinafter the "SCAAP") or under any other program for any inmate covered under this Agreement, the County shall reimburse TDCJ in an amount equal to the payment received under SCAAP.

Section 2.5. Non-Medical Emergency Absences. All non-medical emergency absences must have prior approval of the TDCJ. The County will be responsible for escorting the inmate to the approved function and returning said inmate to the County Jail Facility immediately thereafter. Should the emergency absence include having the inmate away from the County Jail Facility for an overnight period, the County shall be solely responsible for making arrangements to house the inmate in a secure facility. TDCJ agrees to reimburse the County for the actual charges associated with the inmate's emergency absence including mileage, lodging for the inmate and meals for the inmate provided that County provides documentation of such charges.

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III

TERM OF AGREEMENT

Section 3.1. Term of Agreement. Unless sooner terminated as provided herein, this Agreement shall commence on the effective date hereof and end on August 31, 2001.

Section 3.2. Termination

(A) Termination for cause may include, but is not exclusively limited to, a material failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by the County hereunder, in any case where such failure continues for a period of thirty (30) days after County has received a written notice of deficiency from TDCJ.

(B) This Agreement may be terminated by either party upon ninety (90) days written notice to the other party; provided that the County may terminate this Agreement by providing TDCJ thirty days written notice in the event of non payment by TDCJ.

Section 3.3. Manner of Giving Notice. Any notice required by this Agreement shall be provided by certified mail, return receipt requested and addressed as follows:

Wayne Scott
Executive Director
Texas Dept. of Criminal Justice
P.O. Box 99
Huntsville, TX 77342-0099

Honorable Danny P. Crooks
County Judge
Titus County
100 W. 1st. Suite 204
Mt. Pleasant, Texas 75455

Arvel Shepard Sheriff
Titus County
304 S. Van Buren
Mt. Pleasant, Texas 75455

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IV

STANDARDS

Section 4.1. Service Standards. In performing the services required by this Agreement, the County shall observe and comply with all applicable federal and state laws, rules, and regulations affecting the services to be provided. County shall provide verification to TDCJ that the jail is in compliance with standards adopted by the Texas Commission on Jail Standards. Nothing in the Agreement is intended or shall be construed to require the County to accept or admit any inmate if in the opinion of the County Sheriff such acceptance or admittance would create overcrowding at the County Jail Facility. The operator of the County Jail Facility shall, at a minimum, observe the TDCJ policies on use of force as set forth in TDCJ's Use of Force Plan.

V

MISCELLANEOUS

Section 5.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. All prior representations, agreements, and understandings are superseded hereby.

Section 5.2. Amendments. This Agreement may be amended or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.

Section 5.3 Indemnification. The County shall indemnify and save the Board of Criminal Justice, Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereafter State) harmless from and against any and all claims arising from the conduct, management or performance of the Agreement, including, without limitation, any and all claims arising from any condition of the Agreement or arising from any breach or default on the part of the County in the performance of any covenant or agreement on its part to be performed, pursuant to the terms of this Agreement, or arising from any act of negligence of the County or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation arising from the negligence of the County and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding be brought against the State by reason of any such claim, arising from the negligence of the County. The County, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance.

Section 5.4 Access to Facility. The County shall provide entry to the Facility at all times by employees/agents for inspections and other purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial departments of the State, as well as any other persons designated by the Texas Department of Criminal Justice and the Texas Board of Criminal Justice shall be admitted to the facilities at any time.

EXECUTED in three originals and effective this the 1st day of June, 2000.

By: _____
David McNutt
Director of Financial Services
Texas Dept. of Criminal Justice

By: _____
Danny P. Crooks
County Judge
Titus County

By: _____
Arvel Shepard
Sheriff
Titus County