

OTERO COUNTY DETENTION

**INTERGOVERNMENTAL AGREEMENT BETWEEN HUDSPETH COUNTY AND
OTERO COUNTY REGARDING HOUSING OF OTERO COUNTY PRISONERS IN
THE HUDSPETH COUNTY JAIL**

The County of HUDSPETH, Texas hereinafter referred to a "HUDSPETH" or "Contractor", and the County of OTERO , New Mexico, Hereinafter referred to as "OTERO", enter into the following agreement concerning the incarceration of the overflow prisoners of OTERO County, New Mexico and said agreement is set out in full hereafter.

1. HUDSPETH hereby agrees to house overflow prisoners incarcerated by OTERO if space is available. The availability of the space shall be determined by the HUDSPETH County Sheriff in accordance with current jail regulations as set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners. OTERO will be notified if there any changes, updates or modifications of these standards. A copy of the Texas Administrative Code for Jail Standards, Chapter 297, Rule 297.14 in effect at the date of this contract will be provided to OTERO.

HUDSPETH shall assess a fee for housing said prisoners at the rate of \$60.00 (sixty dollars) per day per prisoner, and HUDSPETH shall bill OTERO on a monthly basis for said costs in an itemized statement showing the number of days per each individual prisoner housed by HUDSPETH. The day the inmate is booked in will be charged. The day the inmate is booked out will not be charged. The fee of \$60.00 per day will begin November 01, 2020.

The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription over-the counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optical and dental care, and does not include costs associated with any hospitalization of an inmate. OTERO shall pay Contractor an amount equal to the amount Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. In the case of any emergency where an inmate requires immediate hospitalization, HUDSPETH shall notify OTERO as soon as possible and if possible within one hour. When it becomes necessary for an inmate to be hospitalized, or receive medical/healthcare services provided outside of Contractor or by other than facility staff, Contractor shall contact OTERO through its Jail Administrator or designated representatives, in advance if possible or within a maximum of ten (10) hours to inform OTERO of the fact that the inmate has been or is to be hospitalized or provided with medical/healthcare services, and of the nature of the illness, injury or medical/healthcare need that has arisen. In most cases and when it's not an emergency, OTERO will make arrangements for hospitalization of OTERO inmates.

Contractor shall submit all invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

OTERO will provide health records to include the following as required by Texas Jail Standards Rules 273.4. (a) The health services plan shall include procedures for the maintenance of a separate health record on each inmate. The record shall include a health screening procedure administered by health

personnel or by a trained booking officer upon the admission of the inmate to the facility and shall cover, but shall not be limited to, the following items:

- (1) Health history;
 - (2) Current illnesses (prescriptions, special diets, and therapy);
 - (3) Known pregnancy;
 - (4) Current medical, mental, and dental care and treatment;
 - (5) Behavioral observation, including state of consciousness and mental status;
 - (6) Inventory of body deformities, ease of movement, markings, condition of body orifices, and presence of lice and vermin.
- (b) Separate health records shall reflect all subsequent findings, diagnoses, treatment, disposition, special housing assignments, medical isolation, distribution of medication, and the name of any institution to which the inmate's health record has been released.

OTERO will provide maintenance medication and necessary medications for inmates booked, for an initial five days until HUDSPETH'S medical contractor can evaluate and obtain the prescription medication. HUDSPETH'S medical contractor reserves the right to change medication as needed. If the medical contractor is required to travel to the jail other than normal business hours (8:00 am to 5:00 pm Monday through Friday) the medical contractor may bill for services provided only to **OTERO** inmates.

2. Contractor has the right to arrange for the hospital or healthcare provider to bill **OTERO** directly for the costs of the hospitalization and/or medical care, rather than Contractor paying the costs and billing the same to **OTERO**. If the hospital or healthcare provider refuses to bill **OTERO** directly, **OTERO** shall reimburse Contractor for such costs within forty-five (45) business days of receipt of invoice from Contractor therefore, which invoice may be delivered personally, by facsimile, by mail, or by other reliable courier.

3. **OTERO** agrees to comply with all booking procedures and paperwork prior to admittance to HUDSPETH. HUDSPETH agrees to furnish **OTERO** a copy of the required forms and procedures.

4. HUDSPETH and **OTERO** hereby agree that HUDSPETH will not house any injured prisoner unless **OTERO** has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.

5. HUDSPETH further agrees that should a prisoner be injured while being housed by HUDSPETH that HUDSPETH will within ten (10) hours, notify **OTERO** of said injury and provide **OTERO** with copies of all incident reports relating to said injury.

6. The HUDSPETH County Sheriff reserves the right to refuse or remove any inmate from the HUDSPETH County Jail if it is in the best interest of HUDSPETH County. **OTERO** shall promptly arrange to take custody of its prisoner(s) if so requested by the HUDSPETH County Sheriff.

7. **OTERO** shall be fully responsible and liable for all suits, claims, damage, losses and/or expenses, including reasonable attorney's fees, but only in regard to transfer of prisoners by **OTERO** and duties herein assigned to **OTERO**, and specifically excluding the actual incarceration of prisoners by HUDSPETH.

OTERO retains full liability for each inmate until the inmate has been received, transfer paperwork has been reviewed and the inmate has been accepted in the HUDSPETH County Jail.

8. HUDSPETH shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, arising out of HUDSPETH's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners in the HUDSPETH County Jail and specifically excluding the transfer of prisoners to and from HUDSPETH unless transported by HUDSPETH.

9. The term of this agreement will be one (1) year commencing November 01, 2020. It shall be automatically renewed thereafter, for an additional (1) year period, unless either party gives notice of cancellation no less than sixty (60) days prior to the end of the agreement term. Either party may terminate the agreement by providing the other party with ninety (90) days prior written notice of its intention to terminate the agreement.

10. All agreements between the parties are set out in this agreement and any prior agreement not contained herein shall be enforceable against either party.

11. HUDSPETH shall be required to maintain compliance with Texas minimum jail standards.

12. HUDSPETH shall require that all inmates confined pursuant to this agreement be released within the jurisdiction of the sending entity.

13. HUDSPETH shall require that all inmates' records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate. Reference Texas Jail Standards Chapter 271, Classification and Separation of Inmates, which will be provided.

14. HUDSPETH shall require that the sending entity provide all information necessary as required by Texas Jail Standards, Chapter 271 of this title (relating to Classification and Separation of inmates) to ensure that custody level assignments do not exceed the construction security level available. A copy of this rule will be provided.

15. HUDSPETH shall require that inmates with a record of institutional violence involving the use of a deadly weapon or a pattern of violence while confined in the sending state, escape, or attempted escape from secure custody are not eligible for transfer unless a specific waiver has been granted by the Texas Jail Commission.

16. OTERO does not have the ability to screen the inmates for purposes of satisfying the Texas Minimum Jail Standards. HUDSPETH shall do all of the initial medical screenings of the prisoners at the time they are received at the HUDSPETH facility. OTERO shall provide all appropriate medical information prior to transfer, to include certification of TB screening.

17. HUDSPETH shall require termination of this agreement if so ordered by the Texas Jail Commission, pursuant to the Government Code 511.096.

18. HUDSPETH shall develop and implement a written procedure outlining the coordination of law enforcement activities in the case of riot, rebellion, escape, or other situations requiring assistance from city, county, state law enforcement agencies.

19. HUDSPETH shall provide the Commission with a statement of custody level and availability.

20. All operational requirements shall meet or exceed Texas Minimum Jail Standards and require Commission approval prior to implementation.

21. HUDSPETH shall maintain a certification of compliance from the Texas Jail Commission.

22. Copies of unsigned and signed contracts, along with addenda, shall be submitted to the Commission for review and approval respectively. Signed contracts between a private vendor and receiving entity shall be provided by the vendor for review and approval. The vendor shall also provide a biographical history for review.


23. HUDSPETH shall promptly notify the Texas Jail Commission of any major incidents, including escape.

24. HUDSPETH correction officers must be TCOLE certified to perform duties as a correction officer.

ACCEPTED, APPROVED, and WITNESSED and hands on this _____ day of _____, 2020.

COUNTY OF HUDSPETH:

COUNTY OF OTERO:

HUDSPETH County Judge


HUDSPETH County Sheriff

OTERO Chairman of Commissioners

OTERO County Manager

HUDSPETH County Clerk

REVIEWED FOR FORM:

HUDSPETH County Attorney