



## Legislative Fiscal Bureau

One East Main, Suite 301 • Madison, WI 53703 • (608) 266-3847 • Fax: (608) 267-6873

April 10, 1997

TO: Members  
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Section 13.10 Request--Texas County Jail Contracts Addition of Counties

Attached is a paper, prepared by this office, on the Texas County Jail Contracts. This item has been scheduled for April 16, 1997, beginning at 10:00 a.m.

BL/sas  
Attachment



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April 16, 1997

TO: Members  
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Texas County Jail Contracts Addition of Counties

On March 7, 1997, the Department of Corrections submitted the names of Franklin, Morris, Van Zandt and Ector Counties to be included under the current agreement that Wisconsin has with six other Texas counties to house Wisconsin prison inmates. This request was submitted under a 14-day passive review process. On March 26, 1997, an objection was raised and the issue is now before the Committee under s. 13.10.

On April 7, 1997, the Department requested that Bowie County, Texas, also be included in the agreement, along with the four counties from the March 7, 1997, request.

### Background

The Statutes require the approval of the Committee or passage of legislation in order to transfer ten or more inmates to any one state or any one political subdivision of another state. At the September 26, 1996, s. 13.10 meeting, the Committee approved an agreement between the Texas counties of Hood, Johnson, Palo Pinto and Comanche and the Department of Corrections to provide up to 700 beds for Wisconsin inmates in Texas county jails between October 15, 1996, and June 30, 1997. (See Attachment I for a summary of the contract provisions.)

At the September meeting, the four counties indicated that they could only provide up to 350 of the 700 beds included under the contract. As a result, additional counties need to be added to the agreement in order to reach the 700 bed maximum. The addition of other counties, however, requires Committee approval. Corrections expressed concern that the timing of the review process could delay the transfer of inmates. In order to expedite the review process, the Department was allowed to submit the names of any additional counties to the agreement and copies of the proposed agreements to the Committee under a 14-day passive review process.

On January 8, 1997, two additional counties (Titus and Red River) were added to the current contract under the 14-day review process.

At the September 26, 1996, meeting the Committee provided \$3,881,500 GPR in 1996-97 to fund the costs of 700 jail beds in Texas counties by June 30, 1997, and an average daily population of 307. In addition, Corrections indicated that it would reallocate \$1,000,000 from its current jail contracts appropriation to fund the Texas contracts. The Department currently estimates that a maximum of 493 inmates will be placed in Texas county jails by June 30, 1997, with an average daily population of 181 inmates. In addition, the Department also projects that utilization of county jail space in Wisconsin will be less than anticipated. As a result of the lower than estimated utilization of Wisconsin and Texas county jail beds, the Committee, at the March 27, 1997, s. 13.10 meeting, transferred \$2,224,700 GPR from the jail contracts appropriation to fund staffing at seven new correctional barracks and 330 prison beds in the federal prison system. Corrections will utilize the remaining funding (\$2,656,800 GPR) to fund the 493 Texas county jail beds for the remainder of 1996-97.

### **Analysis**

The Department requests that Franklin, Morris, Van Zandt, Ector and Bowie Counties in Texas be added to the existing contract the State has with six other Texas counties. No contract provisions are modified, other than one section where the word "Hood" is removed from before the words "County Sheriff," thus requiring each sheriff to report to Corrections on an inmate's adjustment rather than the Hood County Sheriff reporting for all counties. As under the current contracts, the daily rate of \$39.96 would apply to the new counties. Three of the new counties (Franklin, Morris and Bowie) are located 85 to 175 miles northeast of Dallas; Van Zandt County is approximately 45 miles southeast of Dallas; and Ector County (Odessa) is in western Texas. Franklin, Morris and Bowie Counties border on Titus and Red River Counties. The original four counties with whom Wisconsin is contracting are between 60 and 120 miles southwest or west of Dallas. The new counties would be required to comply with the same contract provisions approved by the Committee in September. Corrections has indicated that the new counties could provide up to 708 additional beds (Bowie, up to 400 beds; Ector, up to 240 beds; Van Zandt, up to 40 beds; Morris, up to 18 beds; and Franklin, up to 10 beds).

The county jails in all of the current and proposed additional counties (except Ector County) were personally inspected by Wisconsin officials in April, 1997. Officials at the Texas Commission on Jail Standards (TCJS) indicate that the facilities in each of the counties are relatively new (less than five years old) and well managed. While the facilities in Van Zandt, Franklin and Morris counties are smaller, each had available capacity as of March, 1997. The jails in Ector and Bowie Counties are larger (Ector with a capacity of 667 inmates, and Bowie with a capacity of 798 inmates) and also have extra capacity. The following table indicates the capacity of each jail (as identified by the TCJS) and the total number of inmates it held in March, 1997.

<u>County</u>	<u>Jail Capacity</u>	<u>Inmates</u>
Van Zandt	144	72
Franklin	32	22
Morris	48	27
Ector	667	400
Bowie	798	647

The Bowie County jail is located in Texarkana, Texas, on the Texas and Arkansas state line. According to Wisconsin Corrections officials, that facility could take 80 Wisconsin inmates upon approval of the contract. However, the request from Corrections states that the jail will be able to accept up to 400 inmates. According to the Bowie County Sheriff, a 205-bed expansion of the facility could open within the next 90 days. In addition, inmates that the County is currently housing for Arkansas (449 inmates as of March 1, 1997) will be placed in newly constructed facilities in Arkansas. As a result of the expansion and the reduction in the contract with Arkansas, Bowie County anticipates that up to 400 beds will be available.

With regard to Ector County, the Committee should note that the jail recently completed a significant expansion. The Sheriff and the County Board are currently discussing a request for additional staff to meet state required staffing ratios for any additional inmates which may be added. As a result, it is not clear that Ector County will actually be able to house any Wisconsin inmates at this time. The Committee could, therefore, decide not to approve the addition of Ector County. Corrections argues, however, that if Ector County is added now and subsequently is able to receive Wisconsin inmates, the Department could respond in a more rapid manner. The Department indicates that no inmates would be moved to Ector County until the Sheriff and the County Board have established staffing ratios that meet Texas state standards.

Currently, 231 Wisconsin inmates are in Texas county jails (32 in Hood, 57 in Palo Pinto, 23 in Comanche, 51 in Red River and 68 in Titus). In December, 1996, the TCJS indicated that the Johnson County jail had been inspected by the Commission and not certified. At the time, the Department indicated that no inmates had been placed in Johnson County because of required site updates. The TCJS now states that the problems at the Johnson County jail have recently been corrected and the jail is again certified. No Wisconsin inmates are currently in Johnson County.

Another issue that was raised in December, 1996, was the election of a new sheriff in Hood County. The new sheriff, in his campaign, had indicated his opposition to using the Hood County jail for out-of-state prisoners. Corrections indicates that the sheriff has, for now, agreed to continue housing Wisconsin inmates, but the Department does not plan to increase the number of inmates in the jail beyond those currently in the facility.

When the original contract was approved by the Committee in September, 1996, Corrections indicated that it could contract for up to 350 beds in Hood, Johnson, Palo Pinto and

Comanche counties. With the two counties added in January, 1997, the six counties were to provide up to 550 beds. Subsequent to approval of the contracts, these six counties revised the availability of beds downward to 253 beds. The additional beds that are currently being requested would increase the total available to 961. The Committee should note that provisions in the contract do not require a specific number of beds from specific counties, but rather establish a maximum number of inmates who may be placed in Texas county jails included under the agreement (currently 700 inmates). If any of the counties under the contract are able to provide more space than is estimated, Corrections would be able to utilize that space within the limit of 700 inmates.

If the request to add the additional counties to the contract is denied, additional inmates will be held in Wisconsin prisons. If this request is approved, based on Corrections' most recent projections, on June 30, 1997, 493 inmates could be placed in Texas. Given that the counties who are currently part of the contracts have indicated that the maximum number of inmates that can be accommodated is 253, an additional 240 inmates would be held in Wisconsin institutions on June 30, 1997, if the request is denied.

**Alternatives**

1. Approve the addition of the following counties to the current Texas jail contracts:
  - a. Van Zandt County
  - b. Franklin County
  - c. Morris County
  - d. Ector County
  - e. Bowie County
  
2. Deny the addition of the additional five counties to the current Texas county jail contracts.

Prepared by: Jere Bauer

MO# Alternative 1

BURKE	Y	(N)	A
2 DECKER	(Y)	N	A
GEORGE	Y	N	(A)
JAUCH	(Y)	N	A
WINEKE	(Y)	(N)	A
SHIBILSKI	(Y)	N	A
COWLES	(Y)	N	A
PANZER	(Y)	N	A
JENSEN	(Y)	N	A
1 OURADA	(Y)	N	A
HARSDORF	(Y)	N	A
ALBERS	(Y)	N	A
PORTER	(Y)	N	A
KAUFERT	(Y)	N	A
LINTON	Y	(N)	A
COGGS	Y	(N)	A

AYE 11 NO 4 ABS 1

## ATTACHMENT I

### Summary of Major Provisions of the Agreement Between Texas Counties and Wisconsin Department of Corrections for the Temporary Housing of Inmates

Parties. Hood County Texas and associated Texas counties of Johnson, Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Ector and Bowie (Counties), and the Wisconsin Department of Corrections (Department).

Terms. In effect from October 15, 1996 through June 30, 1997; may be terminated upon 30 days written notice to the other party, and may be amended or extended in one-year increments upon the written agreement of the parties. The Department will remove its inmates within 30 days of termination of the agreement.

Number of Beds. Up to 700 inmate beds, dependent on bed space availability.

Selection of Inmates. The criteria for inmate selection is medium custody males who, at the time of transfer, are cleared by health, dental and medical services. Inmates with a history of institutional violence, escape or attempted escape from secure custody will not be eligible for transfer. The counties have the right to reject any inmate due to medical or behavior problems which the county sheriff determines to be unacceptable. The Department can return any inmate to Wisconsin at any time and replace or not replace the inmate with another.

Responsibility for Inmate Custody, Services and Discipline. The counties will be responsible for confining the inmates in appropriate penal surroundings consistent with applicable federal and state laws and regulations, but the counties will not be required to provide additional treatment, facilities or programs to Department inmates which they do not provide to other similar inmates. Inmates will not be permitted or required to participate in any training or work program contrary to Department rules. The counties will have physical control over and power to exercise disciplinary authority over inmates, but counties are not authorized to permit punishment prohibited by Department rules.

Right of Inspections. The Department will have the right to inspect the county jails at all reasonable times to determine that appropriate standards of care and discipline are being met.

Medical Services. The Department will provide appropriate medical information prior to transfer, including certification of tuberculosis screening or treatment. Inmates will receive medical, optometric, psychiatric and dental diagnosis and treatments as necessary to safeguard their physical and mental health and comply with federal, Wisconsin and Texas law. These services will not be less than that provided to other inmates. These costs will be paid by the counties if the services are provided by the jail and the inmate requires no special care in addition to that commonly provided by the jail. The cost of any special care will be paid by the Department. Except in an emergency, the counties will contact the Department for prior written

approval for medical, psychiatric or dental expenses for which the Department is responsible. In an emergency, the counties will notify the Department as soon as practicable. If required mental health treatment is not available in the counties, the Department will transfer the inmate to its own facility. Dental services payable by the Department will not exceed services necessary for the relief of continuous pain or acute infection. Copies of health care and related records will be provided by the Department upon request to the counties' health care providers. These remain the property of the Department and may not be altered, and will be returned to the Department when the inmate is removed from the jail.

Laws and Regulations for Inmate Conduct. Inmates will be subject to all provisions of law and regulations applicable to similar county jail inmates. When an inmate would be subject to discipline under the Department's Administrative code and the county wants the inmate removed, the Department may discipline the inmate under its rules.

Inter-Institutional Transfer. The counties may transfer an inmate between facilities under this agreement with written notification to the Department.

Escape. The counties will have the primary responsibility and authority to direct the pursuit, retaking and prosecution of escaped inmates within their own territories. Any associated costs will be borne by the counties.

Retaking of Inmates. The decision to retake an inmate is the Department's and is not reviewable by the counties, unless there is a pending criminal charge or if the inmate is suspected of having committed a criminal offense, the inmate will not be taken without the consent of the Sheriff until discharged from prosecution or imprisonment for the offense. All inmates will be returned to Wisconsin; no inmates will be released in Texas.

Cost and Reimbursement. The Department will pay the counties \$39.96 per day per inmate for the term of this agreement (October 15, 1996 through June 30, 1997). The counties will invoice the Department monthly, and the Department will pay within 30 days of receipt of the invoice. Payment will be made for the day of the inmate's arrival but not the day of his departure.

The counties will provide: lodging facilities; programs; constant monitoring of the premises; three nutritious meals a day (two will be hot); and basic necessities including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreational facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available. Inmates will have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other jail inmates.

The counties will provide necessary program space required to conduct any supplemental treatment programs arranged by the Department.

The counties will provide the inmates an institution account and institution needs pay of \$3.20 per week (5 days at \$.64/day) when in general population status.

Responsibility for Legal Proceedings. The Department will defend any action or proceeding involving the legality of revocations or sentence computations of its inmates or the placement or removal of inmates in county jails. The counties will be reimbursed for any expense connected with such actions or proceedings.

The counties will defend, at their expense, any action or proceeding arising out of confinement in the county jails which involves the conditions of confinement or the actions of county employees.

Disputes. Any disputes arising from this agreement which cannot be settled by contract administrators will be subject to arbitration as provided under Wisconsin statutes.

Rights or Benefits. This agreement does not provide or create any rights or benefits to any of the inmates.

# STATE OF WISCONSIN

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BRIAN BURKE

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ASSEMBLY CHAIR  
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## JOINT COMMITTEE ON FINANCE

**Date:** April 9, 1997

**To:** Members  
Joint Committee on Finance

**From:** Vicki Holten   
s. 13.10 Acting Secretary

**Subject:** Special Meeting Under s. 13.10 for Department of Corrections

The Co-chairs have scheduled a special meeting of the Joint Committee on Finance for Wednesday, April 16, at 10:00 a.m., to take up the request of the Department of Corrections to approve the addition of five counties to the current contract Wisconsin has with other Texas counties to provide beds for Wisconsin inmates.

cc: Rick Chandler  
Bob Lang

# THE STATE OF WISCONSIN

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## JOINT COMMITTEE ON FINANCE

### MEMORANDUM

To: Members  
Joint Committee on Finance

From: Senator Brian Burke  
Representative Scott Jensen  
Co-Chairs, Joint Committee on Finance

Date: April 9, 1997

Re: Department of Corrections Request

Attached is a copy of a request from the Department of Corrections regarding additional contract beds in Texas. Secretary Sullivan is seeking approval to include Bowie County to his pending request for the addition of four counties to the existing contract. Therefore, the Committee will consider the addition of all five counties when it convenes under s. 13.10, Stats., on Wednesday, April 16 at 10:00 am.

Please feel free to contact us should you have any questions regarding this request.

BB/SJ/jc

Tommy G. Thompson  
Governor

Michael J. Sullivan  
Secretary



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149 East Wilson Street  
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**State of Wisconsin  
Department of Corrections**

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April 7, 1997

**MEMORANDUM**

**TO:** The Honorable Brian Burke, Co-Chair  
Joint Committee on Finance

The Honorable Scott Jensen, Co-Chair  
Joint Committee on Finance

**FROM:** Michael J. Sullivan, Secretary  
Department of Corrections

**RE:** Additional Contract Beds in Texas

On March 7, 1997, the Department of Corrections submitted a request to the Joint Committee on Finance for approval of four additional counties in Texas that are willing to provide beds to Wisconsin inmates. The name of the counties submitted were Franklin, Morris, Van Zandt and Ector.

I understand that the Joint Committee on Finance will hold a hearing on this request in the very near future. The Department of Corrections hereby requests that Bowie County be included in our proposal for additional beds.

Bowie County has the potential to provide up to 400 beds. Bowie County is located in the northeastern portion of Texas and it is contiguous to Morris and Red River Counties and in close proximity to Franklin, Van Zandt and Titus Counties. (The Department currently has a contract with Red River and Titus Counties).

The name of Bowie County has been included in the copy of the agreement attached.

If you need additional information, please let me know. Thank you.

MJS:mr  
Attachment

cc: Ave M. Bie  
Terri L. Danner  
Cynthia A. Schoenike  
Bill Clausius

Scott W. Peterson  
Ken J. Sondalle  
Mary E. Cassady

Mark G. Bugher  
Dick Verhagen  
Bob Margolies

AGREEMENT BETWEEN TEXAS COUNTY JAILS  
AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES

THIS AGREEMENT, is made and entered into by and between Texas Counties of Hood, Johnson, Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Ector and Bowie (Counties) and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration, Termination and Revisions

This agreement shall be in effect from October 15, 1996 through June 30, 1997 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

TEXAS COUNTIES

Rodney Jeanis  
P.O. Box 630  
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen  
Assistant Administrator  
Division of Adult Institutions  
149 E. Wilson Street  
Madison, WI 53707

Sharon Zunker Director  
Bureau of Health Services  
Division of Adult Institutions  
149 E. Wilson Street  
Madison, WI 53707

3. Right of Inspection

The Department shall have the right to inspect the County Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties hereby agree to make available to the Department up to 700 beds for inmates. Transfer of inmates from the Department to the Counties will be dependent on bed space available at the County Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties expressly maintain the right to reject any inmate brought to the County Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duly authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be properly stored at the County Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county jails. But nothing herein contained shall be construed to require the Counties to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties to other inmates of the County Jails. Except in the case of an emergency, the Counties shall contact the designated coordinator, identified in Attachment 1, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties may proceed with the necessary treatment without prior approval, but in every case the Counties shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties.
- (E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County Jails and shall be paid by the Counties, if the service is provided by the jail as part of the health or correctional program

thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.

- (F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.

- (G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.
- (H) Pharmaceuticals not normally provided by the jail shall be provided per the County's contract on pharmaceuticals and billed to the Department on a quarterly basis.
- (I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County jails shall be provided to the Counties health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties shall not make copies of the summary or any record except as needed for the delivery of health care services.

## 8. Inmate Services

- (A) Participation of the Departments inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department or by other provisions of law. The Counties shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County Jails not inconsistent with the sentence imposed. In circumstances where an inmate has engaged in conduct that could result in discipline under the Departments Administrative Code, and the Counties desire removal of the inmate, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the County Sheriff shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.
- (B) The Counties will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 3, nothing herein contained shall be construed to prevent the Counties from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate or movement between facilities. In the case of any removal for such causes, the Counties shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County Jail, the County Sheriff will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties.

16. Death of an Inmate

(A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties shall be notified. The Department shall receive copies of any records made for or in connection with such notification.

- (B) The County Sheriff shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff shall order an autopsy to be performed. The Sheriff shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County Jails to Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an inmate shall be conclusive upon and not reviewable by the Counties; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County Jail any criminal charge, or the inmate should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff. The County Sheriff may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties \$39.96 per day per inmate for the custody of Department inmates.

The Counties shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County Jails from the Department's Office of Offender Classification. The Department of Corrections shall send payment to the county within 30 days of receipt of invoice.

- (B) The Counties agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County Jail.

- (C) The Counties will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$ .64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County Jails. The Counties shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties agree to defend at its expense any action or proceeding arising out of confinement in the County Jails which involves conditions of confinement or action of County employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, the Counties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties further agree to take affirmative action to ensure equal employment opportunities. The Counties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights of Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

25. Conditions of the Parties Obligations

- (A) This Agreement is contingent with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.

- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.
- (D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties and the Department.

*Department of Corrections  
State of Wisconsin*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Michael J. Sullivan Secretary  
 Department of Corrections

*Hood County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Rodney L. Jeanis, Sheriff  
 Hood County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Vincent J. Messina, County Attorney  
 Hood County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Honorable Donald Cleveland  
 Hood County Judge

*Johnson County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Martin Griffith, Jr., Sheriff,  
Johnson County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bill J. Moore, County Attorney  
Johnson County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Roger Harmon;  
Johnson County Judge

*Palo Pinto County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Larry L. Watson, Sheriff  
Palo Pinto County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip Meyers Garrett, County Attorney  
Palo Pinto County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Mickey West  
Palo Pinto County Judge

*Comanche County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Billy J. Works, Sheriff  
Comanche County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Terry McCall County Attorney  
Comanche County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable John Mack Weaver  
Comanche County Judge

*Red River County, Texas*

By: \_\_\_\_\_  
Bob Edrington, Sheriff  
Red River County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Herrington, County Attorney  
Red River County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable L. D. Williamson  
Red River County Judge

Date: \_\_\_\_\_

*Titus County, Texas*

By: \_\_\_\_\_  
Ricky Poole, Sheriff  
Titus County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Taylor, County Attorney  
Titus County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Danny Crooks  
Titus County Judge

Date: \_\_\_\_\_

*Franklin County, Texas*

By: \_\_\_\_\_  
Charles White, Sheriff  
Franklin County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Walt Sears, County Attorney  
Franklin County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Wayne Foster  
Franklin County Judge

Date: \_\_\_\_\_

*Morris County, Texas*

By: \_\_\_\_\_  
C. R. (Ricky) Blackburn, Sheriff  
Morris County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Townsend, County Attorney  
Morris County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Vanoy Boozer  
Morris County Judge

Date: \_\_\_\_\_

*Van Zandt County, Texas*

By: \_\_\_\_\_  
Jeryl Cockerham, Sheriff  
Van Zandt County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leslie Dixon, County Attorney  
Van Zandt County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Rick Lawrence  
Van Zandt County Judge

Date: \_\_\_\_\_

*Ector County, Texas*

By: \_\_\_\_\_  
Reginald Yearwood, Sheriff  
Ector County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tracy Bright, County Attorney  
Ector County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Jim Jordan  
Ector County Judge

Date: \_\_\_\_\_

Bowie County, Texas

By: \_\_\_\_\_  
Mary Choate, Sheriff  
Bowie County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bobby Lockhart, Criminal District Attorney  
Bowie County, Texas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable James M. Carlow  
Bowie County Judge

Date: \_\_\_\_\_

Attachment 1

**OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF CORRECTIONS INMATES AT HOOD COUNTY, TEXAS AND ASSOCIATED TEXAS COUNTIES OF JOHNSON, PALO PINTO, COMANCHE, RED RIVER, TITUS, FRANKLIN, MORRIS, VAN ZANDT, ECTOR AND BOWIE (COUNTIES)**

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Ector and Bowie are identified as follows:

A. Designated Contact Persons:

1. Department of Corrections:

a. County Jail Liaison:

Dick Verhagen, Deputy Admin.  
Division of Adult Institutions  
P.O. Box 7925  
Madison, WI 53707-7925  
608 266-3837/FAX 608 267-2323

Alternate:

Ken Sondalle, Administrator  
Division of Adult Institutions  
P.O. Box 7925  
Madison, WI 53707-7925  
608 266-6604/FAX 608 267-2323

c. Bureau of Correctional Health Services:

Sharon Zunker, Director  
P.O. Box 7925  
Madison, WI 53707-7925  
608 267-1730/FAX 608 267-1751

Alternate:

Kathy Berkley  
Dodge Correctional Institution  
P.O. Box 661  
Waupun, WI 53963-0661  
414 324-5577/FAX 414 324-6288

## B. County Jail Responsibilities

1. Require that all inmates confined pursuant to the contract be released within the jurisdiction of the sending entity.
2. Require that all inmates records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate.
3. Require that the receiving entity determine inmate custody level in accordance with 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 availability.
4. Require that inmates with a record of institutional violence, escape, or attempted escape from secure custody are not eligible for transfer.
5. Require that all appropriate medical information be provided prior to transfer, to include certification of tuberculosis screening or treatment.
6. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
7. Make cell assignments.
8. Provide necessary clothing, bedding and hygiene items.
9. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access, inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County Jails.
10. Special funds established to manage the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.
11. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal from the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate.

The investigative report must be forwarded to the Department contact person within the next business day of its completion.

12. Maintain disciplinary record of the conduct of inmates from the Department.
13. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
14. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.
15. Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County Jails.
16. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County Jail staff.
3. Ensure medical files are received and retained by medical staff of the County Jails.
4. Provide and assist County Jail administration with training as may be deemed necessary.
5. Assist the County Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:
  - a. Inmate discipline under DOC 303,
  - b. Emergency removals of inmates,

- c. Receipt and dissemination of reports and records from the counties,
  - d. Parole commission notices and actions,
  - e. Transfer summaries,
  - f. Work and program assignments of inmates,
  - g. Segregation reviews,
  - h. Inmate compensation,
  - i. Special visits for inmates if required by the Counties,
  - j. Special placement needs, and
  - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties.
  10. Perform required sentence calculations and adjustments as may be required.
  11. Provide notifications necessary for Parole Hearings and reporting.
  12. Review medical and dental requirements of inmates as may be recommended by the Counties.
  13. Authorize emergency medical and dental care.
  14. Provide notification to Department, and Classification for movements to meet medical and dental needs of inmates.
  15. Receive and approve billing from the Counties for emergency medical and dental care authorized by the Bureau of Health Services.
  16. Forward approved billing to Bureau of Administrative Services for payment.
  17. Authorize emergency clinical/psychiatric treatment.
  18. Provide notification and arrange placement for clinical treatment.
  19. Receive and approve billing from the Counties for emergency treatment.
- D. Procedures for Medical, Dental, and Clinical Services Approvals.
1. The Counties should take action necessary to provide for emergency care. The Counties must notify the Health Services contact person to secure approval for care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.
  2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.

3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
4. The Counties will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
  - a. Identification of inmate
  - b. Date(s) of service
  - c. Type of service and itemizing medical, dental, transportation and security supervision charges.
  - d. Attach copy of Health Services contact person's written approval of service.
  - e. Attach copy of bill from the service provider to the Counties that contain itemized listing of services and charges.
5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.

E. Selection Criteria

1. Medium custody male inmates from the Department of Corrections, Division of Adult Institutions, who at the time of transfer were cleared for Texas County Jail placement by health, dental and clinical services.
2. Meet the criteria as specified in Section 297.14 of the Texas Commission on Jail Standards as specified in Section B, numbers 1-5 of this attachment.