

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: July 29, 2024

Meeting Date: August 12, 2024

Submitted By: Kristen Leslev

Department: Sheriff's Office - Jail

Signature of Elected Official/Department Head:

Adam King

<p>Court Decision: This section to be completed by County Judge's Office</p>  <p style="text-align: center;">8-12-24</p>
--

Description:

Consideration to Approve Contract Amendment between Johnson County and Hood County to Change the Daily Inmate Housing Rate.

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King or Chief David Blankenship

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

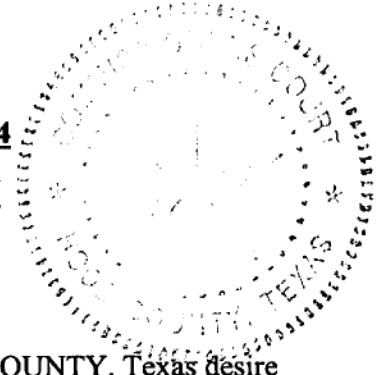
Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Jail Inmate Contract Amendment One of 2024
JOHNSON COUNTY and HOOD COUNTY



1.

Whereas the Parties, JOHNSON COUNTY, Texas and HOOD COUNTY, Texas desire to have JOHNSON COUNTY continue to hold inmates for HOOD COUNTY at the JOHNSON COUNTY Law Enforcement Center.

2.

Whereas on May 22, 2023 JOHNSON COUNTY and HOOD COUNTY entered into an Agreement for JOHNSON COUNTY to hold HOOD COUNTY inmates for HOOD COUNTY.

3.

The parties previously agreed that the fee to be paid to JOHNSON COUNTY by HOOD COUNTY for holding inmates would be **\$100.00 per inmate, per day**. The Parties do hereby Agree that **beginning October 1, 2024** the fee to be paid to JOHNSON COUNTY by HOOD COUNTY shall be **\$105.00 per inmate, per day**.

4.

Clarification of Terms Regarding Provision of Medical Services.

JOHNSON COUNTY agrees to provide reasonable medical services to inmates of HOOD COUNTY only as follows:

(a) JOHNSON COUNTY shall provide routine medical services to inmates of HOOD COUNTY in the jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and

(b) JOHNSON COUNTY shall provide non-routine medical services to inmates of HOOD COUNTY, which are necessitated by an emergency or by a life-threatening medical situation, including ambulance transportation or emergency flight if required at the cost of HOOD COUNTY. In the event an inmate of HOOD COUNTY requires medical services other than those described in the subparagraph (a) hereinabove, including but not limited to dental, optical, mental health services, prescription drugs and treatment, JOHNSON COUNTY agrees to contact HOOD COUNTY'S designated representative to advise the designated representative of (i) the

identity of HOOD COUNTY inmate; (ii) the type of the medical service and/or treatment JOHNSON COUNTY has determined the HOOD COUNTY inmate requires; (iii) any services or treatments the HOOD COUNTY inmate has received at the jail in connection with the illness or condition for which JOHNSON is contacting HOOD COUNTY designated representative; (iv) a contact name and telephone number of the representative with JOHNSON COUNTY that determined the medical services and/or treatments are necessary for the HOOD COUNTY inmate; and (v) the arrangements which have been made to transport the HOOD COUNTY inmate back to HOOD COUNTY to receive the medical services and/or treatments. In addition, should a HOOD COUNTY inmate be hospitalized for any reason at a non-JOHNSON COUNTY facility, JOHNSON COUNTY shall provide HOOD COUNTY with the information required in the terms (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the HOOD COUNTY inmate that is familiar with the HOOD COUNTY inmates condition. JOHNSON COUNTY shall submit invoices for such medical services with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings. JOHNSON COUNTY has the right to arrange for the hospital or healthcare provider to bill HOOD COUNTY directly for the cost of the hospitalization and or medical care, rather than JOHNSON COUNTY paying the costs and billing the same to HOOD COUNTY. If the hospital or health care provider refuses to bill HOOD COUNTY directly, HOOD COUNTY shall reimburse JOHNSON COUNTY for such cost within forty-five (45) business days of receipt of an invoice from JOHNSON COUNTY therefore, which invoices may be delivered personally, by facsimile, by mail, or by other reliable courier.

(c) HOOD COUNTY will reimburse JOHNSON COUNTY for on-site dental service, on-site X-rays and on-site lab work performed on HOOD COUNTY inmates. Such dental, x-ray, and lab work is not considered "routine" medical procedures and shall be paid for by HOOD COUNTY.

(d) GUARDING OFF SITE PRISONERS: In the event that an inmate must be hospitalized or requires medical services or other services outside the JOHNSON COUNTY jail, then HOOD COUNTY will **compensate JOHNSON COUNTY for wages and expenses of the officer(s) assigned to guard the prisoner.** In any circumstances wherein, a prisoner must remain in the hospital or medical facility for a period exceeding twelve (12) hours (from the time that prisoner first arrives at the hospital or medical facility), then HOOD COUNTY has the duty to guard the prisoner and HOOD COUNTY shall provide all personnel necessary to guard the prisoner. Such prisoners in a hospital or medical facility may be released from JOHNSON COUNTY Jail to HOOD COUNTY at the discretion of the JOHNSON COUNTY Sheriff. **In the event JOHNSON COUNTY must guard a prisoner at a hospital or for medical services outside the JOHNSON Jail, then JOHNSON COUNTY shall be compensated at "Time and a Half" the employee's**

regular pay rate whether the particular employee was receiving “overtime” pay or not.

5.

All other provisions of the existing Agreement not specifically altered by this Amendment shall continue in full force and effect.

6.

Each representative whose signature appears on this agreement represents and does certify that they have the authority to enter into this agreement for their represented party.

COUNTY OF JOHNSON

Christopher Boedeker
By Christopher Boedeker — JOHNSON COUNTY Judge

8-12-24
Date

Adam King
By Adam King — JOHNSON COUNTY Sheriff

8-12-24
Date

April Long
Attest: April Long — JOHNSON COUNTY Clerk



8-12-24
Date

COUNTY OF HOOD COUNTY

Ron Massingill
By Ron Massingill — HOOD COUNTY Judge

7-23-2024
Date

Roger Deeds
By Roger Deeds — HOOD COUNTY Sheriff

7-25-2024
Date

Christine C. Leftwich
By Christine C. Leftwich — HOOD COUNTY Clerk

7-23-2024
Date