

1 ENGROSSED HOUSE AMENDMENT
TO
2 ENGROSSED SENATE BILL NO. 116 By: Barrington of the Senate
3 and
4 Echols of the House
5
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7 [prisons and county jails - capacity of correctional
8 facilities and jail reimbursement rates -
9 notification - limitation for transmitting -
Department of Corrections - authorizing transmission
- responsibilities - housing costs - effective date]
10
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12 AUTHOR: Add the following House Coauthor: Fisher

13 AMENDMENT NO. 1. Strike the stricken title, enacting clause and
14 entire bill and insert
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16 "An Act relating to prisons and reformatories;
17 amending 57 O.S. 2011, Sections 563.2 and 563.3,
18 which relate to private prison facilities; making
19 certain private prison facility requirements
inapplicable to contractors that house federal
inmates; and declaring an emergency.
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21 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

22 SECTION 1. AMENDATORY 57 O.S. 2011, Section 563.2, is
23 amended to read as follows:
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1 Section 563.2 A. Except as provided for in subsection B of
2 this section, a private prison contractor may contract with the
3 federal government or another state to provide for housing, care and
4 control of inmates, as provided in this section, who are in the
5 custody of the United States or another state, except for inmates
6 who have histories of escape from medium or maximum security level
7 correctional facilities for adults, who have a felony conviction for
8 rioting, who are sentenced to terms of incarceration for conviction
9 of a sex-related offense, or who are incarcerated with a sentence of
10 death, within a facility owned or operated by the private prison
11 contractor. Private prison contractors shall not provide for the
12 housing, care and control of detainees designated as enemy
13 combatants by the federal government, or who are under federal,
14 state or local investigation, charge, or conviction for crimes of
15 international terrorism or conspiracy to commit international
16 terrorism or acts of hostile aggression against the United States or
17 allies of the United States. Such private prison contractor may
18 perform other functions related to such responsibilities.

19 B. A private prison contractor operating a facility on January
20 1, 2004, at twenty-five percent (25%) or less capacity may contract
21 with the federal government or another state to provide for housing,
22 care and control of inmates provided the facility would be allowed
23 to house the same type of inmates if contracting with this state.
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1 C. Any offense which would be a crime if committed within a
2 state correctional institution of this state shall be a crime if
3 committed in a facility owned or operated by a private prison
4 contractor.

5 D. 1. A private prison contractor shall not employ any
6 personnel convicted of a felony if the person has been incarcerated
7 in the private prison facility for which an application for
8 employment is being considered; provided, a private prison
9 contractor may employ personnel convicted of drug-related felonies
10 who have been rehabilitated for programs for drug or other substance
11 abuse rehabilitation for inmates of the facility.

12 2. Any personnel of a facility owned or operated by a private
13 prison contractor, except any person convicted of a felony offense,
14 shall be authorized to carry and use firearms while in the
15 performance of their official duties only in the manner provided in
16 this subsection and only after completing training approved by the
17 Council on Law Enforcement Education and Training. The Council on
18 Law Enforcement Education and Training may charge a reasonable fee
19 for its cost of evaluating firearms training for private prison
20 personnel. Private prison personnel shall only be authorized to use
21 firearms for the following purposes:

22 ~~1. To~~

23 a. to prevent escape from the facility or from custody
24 while being transported to or from the facility. As

1 used in this paragraph, "to prevent escape from the
2 facility" means to prevent an incarcerated individual
3 from crossing the secure perimeter of the facility~~+~~,
4 or

5 ~~2. To~~

6 b. to prevent an act which would cause death or serious
7 bodily injury to any person.

8 3. The Department of Corrections is authorized to provide
9 training to personnel of the private prison contractor, pursuant to
10 contract. The Department of Corrections shall charge a reasonable
11 fee for the training, not to exceed the cost of such training. The
12 provisions of this subsection shall not be construed to confer peace
13 officer status upon any employee of the private prison contractor or
14 to authorize the use of firearms, except as provided in this
15 subsection.

16 4. All private prisons operating in this state shall prepare a
17 written emergency plan and mutual aid agreement between the private
18 prison facility and state and local law enforcement agencies,
19 including the Department of Corrections and the Department of Public
20 Safety.

21 5. If an inmate escapes from the facility, or in the event of
22 any riot or other serious disturbance, personnel from the facility
23 immediately shall inform the Department of Corrections, the
24 Department of Public Safety, the county sheriff and, if the facility

1 is located within the boundaries of a municipality, the police
2 department of the municipality.

3 6. The Department of Corrections shall designate facilities
4 operated by the Department to provide support in the event of a
5 riot, escape or other serious emergency. Personnel from the
6 facility shall inform the Department of Corrections, pursuant to
7 Department policy, if there is any incident. The Department of
8 Corrections is directed to respond on behalf of public safety of
9 this state. The private prison contractor shall provide the
10 Department of Corrections access to the facility and secure facility
11 space to establish a command post, including provisions for
12 telephone and fax access. Any emergency response provided by any
13 state or local law enforcement agency shall be at the sole expense
14 of the private prison contractor/operator. Each responding agency
15 shall submit a written invoice detailing costs incurred which shall
16 be paid within thirty (30) days of receipt by the private prison
17 contractor/operator.

18 E. If an inmate is to be released or discharged from
19 incarceration, is released or discharged by any court order, is to
20 be placed on probation, is paroled, or if the federal government or
21 sending state requests transfer or the return of the inmate, the
22 private prison contractor immediately shall transfer or return the
23 inmate to the sending state which has legal authority over the
24 sentence or, in the case of federal inmates, to the closest federal

1 prison or to the federal authority of the state in which federal
2 custody over the inmate originated.

3 F. A private prison contractor housing federal inmates from
4 jurisdictions other than Oklahoma, or inmates sentenced pursuant to
5 the legal authority of another state, shall not allow any such
6 inmate to leave the premises of the facility, except to comply with
7 an order to appear in a court of competent jurisdiction, to receive
8 medical care not available at the facility, to work as provided in
9 subsection G of this section, or to return or be transferred to
10 another state as provided by the provisions of subsection E of this
11 section.

12 G. A private prison contractor may allow minimum security
13 inmate labor to be used in public works projects provided all of the
14 following conditions are satisfied:

15 1. The public works project must be in and for the county where
16 the private prison is located or a county adjacent to the county
17 where the private prison is located, or in and for a municipality in
18 the county where the private prison is located or an adjacent
19 county;

20 2. The private prison contractor has developed security
21 procedures which will ensure the safety of the public and the
22 Department of Corrections has approved such procedures;

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1 3. The public works project has been authorized by the
2 Department of Corrections and the county or municipal authorities
3 where the public works project is located;

4 4. The private prison contractor has procured and has in force
5 and effect a policy of liability insurance which will provide
6 coverage in an amount determined by the Department of Corrections
7 for any loss resulting from the acts or omissions of inmates
8 participating in such project or employees of the private prison
9 contractor and for any injuries occurring to the inmates or
10 employees; and

11 5. The use of federal inmates for public works projects will be
12 in strict compliance with the provisions of Section 4002 of Title 18
13 of the United States Code and any other applicable provisions of
14 federal law.

15 H. A private prison contractor housing federal inmates or
16 inmates of another state shall be responsible for the reimbursement
17 of all reasonable costs and expenses incurred by this state or a
18 political subdivision of this state for legal actions brought in
19 this state by or on behalf of any federal inmate or inmate of
20 another state while incarcerated in the facility, including court
21 costs, sheriff mileage fees, witness fees, district attorney
22 expenses, expenses of the office of Attorney General, indigent or
23 public defender fees and costs, judicial expenses, court reporter

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1 expenses and any other costs, fees, or expenses associated with the
2 proceedings or actions.

3 I. A private prison contractor shall not house inmates from
4 this state with federal inmates or inmates from another state,
5 unless segregated or otherwise housed in such a manner as to satisfy
6 the Director of the Department of Corrections.

7 J. The State of Oklahoma shall not assume jurisdiction or
8 custody of any federal inmate or inmate from another state housed in
9 a facility owned or operated by a private prison contractor. Such
10 inmates from another state shall at all times be subject to the
11 jurisdiction of that state and federal inmates shall at all times be
12 subject to federal jurisdiction. This state shall not be liable for
13 loss resulting from the acts of such inmates nor shall this state be
14 liable for any injuries to the inmates.

15 K. Prior to contracting for the housing of any federal inmate
16 or inmate from another state, the private prison contractor shall
17 give the Department of Corrections first right to contract for
18 placement of inmates under the custody of the Department of
19 Corrections in the available capacity of the private prison
20 facility.

21 L. Prior to housing maximum security inmates in the custody of
22 the United States or another state, the private prison contractor
23 shall receive authorization from the Department of Corrections to
24 house maximum security inmates at the facility. Authorization

1 granted by the Department of Corrections shall be based on facility
2 design and physical plant security requirements consistent with
3 standards established by the American Correctional Association or
4 the physical plant security requirements of the Department at
5 Department-operated maximum security facilities. Upon request by a
6 private prison contractor for all or a part of a facility to be
7 granted authorization to house maximum security inmates, the
8 Department shall complete an assessment within thirty (30) days.
9 The assessment shall either result in authorization being granted to
10 the private prison contractor or shall provide detailed requirements
11 that shall be met by the facility in order for authorization to be
12 granted.

13 M. At least ten (10) business days prior to the transfer of
14 inmates who are in the custody of the United States or another state
15 to a private prison facility operating in the State of Oklahoma, the
16 private prison contractor shall provide the Department of
17 Corrections with the following information:

- 18 1. The number of inmates to be transferred;
- 19 2. The name of each inmate to be transferred;
- 20 3. The date of transfer of the inmate;
- 21 4. The security level of each inmate to be transferred, as
22 determined by the sentencing state;
- 23 5. The facility to which the inmate shall be transferred; and
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1 6. The criminal history and institutional behavioral record for
2 each inmate.

3 The information provided pursuant to this subsection shall not
4 be public record until the transfer of the inmate is complete. The
5 records shall thereafter be made public only to the extent required
6 by state law.

7 N. The Department of Corrections shall have thirty (30) days
8 after receipt of the information required in accordance with
9 subsection M of this section to determine whether an inmate
10 transferred to a private prison facility is compliant with the
11 conditions of subsection A or B of this section. If the Department
12 determines that an inmate housed at a private prison facility is not
13 compliant with the conditions provided for in subsection A or B of
14 this section, the Department shall notify the private prison
15 contractor. Notification by the Department shall include the name
16 of the inmate and reason why the inmate does not qualify to be
17 housed at the facility to which the inmate has been transferred or
18 housed within the State of Oklahoma. The private prison contractor
19 shall either provide supplemental information verifying compliance
20 with subsection A or B of this section, or shall transfer the inmate
21 out of the State of Oklahoma within thirty (30) days of receiving
22 said notification from the Department. Failure of the Department to
23 review the inmate information provided pursuant to subsection M of

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1 this section shall not prevent the transfer of inmates into the
2 State of Oklahoma for housing at a private prison facility.

3 O. The provisions of subsection A, paragraphs 1, 2, 3, 4 and 6
4 of subsection D, paragraphs 2, 3, 5 and 6 of subsection M and
5 subsection N of this section shall not apply to a private prison
6 contractor that has a direct contract with the Federal Bureau of
7 Prisons of the United States Department of Justice for a facility
8 that houses federal inmates and is monitored on-site by federal
9 agency staff.

10 SECTION 2. AMENDATORY 57 O.S. 2011, Section 563.3, is
11 amended to read as follows:

12 Section 563.3 A. All private prison contractors and vendors
13 operating in Oklahoma shall provide construction plans to the
14 Department of Corrections for approval prior to commencement of
15 construction of any new physical plant or addition to existing
16 facilities. Approval shall be based on applicable American
17 Correctional Association construction standards. Any private prison
18 contractor or vendor that fails to comply with the requirements of
19 this subsection shall be penalized according to the provisions of
20 subsection E of this section.

21 B. A private prison contractor which does not have a contract
22 with the Department of Corrections, but which houses federal inmates
23 or inmates of another state, within two (2) months of commencing
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1 operations and thereafter as required by the Department of
2 Corrections, shall:

3 1. Obtain from the Department of Corrections approval of all
4 emergency response plans and the internal and perimeter security of
5 the facility of the private prison contractor. All emergency plans
6 for the private prison facility shall be approved by the Department
7 of Corrections annually on July 1 and within thirty (30) days of any
8 subsequent change or modification to any plan. Such approval shall
9 be given only if the Director of the Department of Corrections
10 determines that the security and emergency response plan are
11 adequate to protect the public;

12 2. Show, to the satisfaction of the Department of Corrections,
13 that adequate food, housing and medical care shall be available for
14 inmates, that the facility will have the necessary qualified
15 personnel to operate the facility, that the financial condition of
16 the private prison contractor is such that the facility can be
17 operated adequately, and that the facility has the ability to comply
18 with applicable court orders and American Correctional Association
19 standards;

20 3. Furnish to the Department of Corrections satisfactory proof
21 that the private prison contractor has obtained insurance or is
22 self-insured, in such a manner and in such an amount as the Director
23 of the Department of Corrections, after consulting with the Risk
24 Management Administration, may deem necessary and adequate to

1 reimburse this state or a political subdivision of this state, for
2 expenses arising from any incident which occurs at said prison or
3 which requires intervention by this state or a political subdivision
4 of this state. Such insurance, in addition, shall be in an amount
5 sufficient to indemnify this state and its officers and employees,
6 for any liability or other loss, including property damage,
7 judgments, costs, attorney fees or other expenses arising from the
8 operation of the facility, and such facility shall in any event and
9 regardless of the amount of insurance available indemnify and hold
10 harmless this state and its officers and employees, for any and all
11 acts of prison inmates, and/or all officers, employees and
12 stockholders of such private prison contractor for any liability
13 arising out of acts of said inmates, officers, employees and
14 stockholders of such private prison contractor in relation to the
15 operation of the facility. The insurance required by this paragraph
16 shall not provide coverage for more than one facility. If the
17 private prison contractor owns or operates more than one facility,
18 separate insurance coverage shall be obtained or provided for each
19 facility;

20 4. Obtain written authorization from the governing board of any
21 municipality in which the facility is to be located, or if the
22 facility is not to be located within a municipality, written
23 authorization from the board of county commissioners of the county
24 in which the facility is to be located; and

1 5. Ensure every employee or prospective employee of the private
2 prison contractor has submitted through the Department of
3 Corrections a national criminal history records check, as defined by
4 Section 150.9 of Title 74 of the Oklahoma Statutes. The private
5 prison contractor is hereby authorized to reimburse employees for
6 the cost of the search. The record required by this paragraph shall
7 include the name of the person, whether or not said person has been
8 convicted of any felony offense, a list of any felony convictions,
9 and the dates of such convictions. The search records from national
10 criminal history records checks shall be maintained by the
11 Department of Corrections. The Department of Corrections shall not
12 disseminate any national criminal history records information to a
13 private entity.

14 C. A private prison contractor which does not have a contract
15 with the Department of Corrections, but which houses federal inmates
16 or inmates of another state shall attain accreditation by the
17 American Correctional Association within three (3) years of
18 commencing operation of the facility and thereafter shall maintain
19 such accreditation.

20 D. The Department of Corrections shall monitor the performance
21 of the private prison contractor and the continued compliance of the
22 private prison contractor with the provisions of this section and
23 Section 563.2 of this title. If at any time after commencing
24 operations, a private prison contractor, that is subject to the

1 provisions of subsection B of this section, fails to comply with any
2 of said provisions, the Director of the Department of Corrections
3 may order the facility to cease operations. If a private prison
4 contractor fails to attain or maintain the accreditation required by
5 subsection C of this section, the Director of the Department of
6 Corrections shall order the facility to take corrective action
7 pursuant to the Department of Corrections monitoring plan and, if
8 corrective action is not pursued with due diligence, shall order the
9 facility to cease operations. This order may be enforced by
10 injunction issued by a district court of this state.

11 E. If the requirements provided for in this section are not
12 followed, the Director may recommend that the State Board of
13 Corrections assess the private prison contractor at least one-half
14 (1/2) the per diem rate up to but not to exceed the full per diem
15 rate paid by the jurisdiction or jurisdictions to the private prison
16 contractor for the period of time a violation of subsection A of
17 this section continues and is not corrected with due diligence or
18 when the Department of Corrections has identified other physical
19 plant security deficiencies based on American Correctional
20 Association standards and such deficiencies continue and are not
21 corrected with due diligence. The penalty provided for in this
22 subsection shall not preclude the Director from ordering the
23 facility to cease operations.

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1 F. The Department of Corrections may charge the private prison
2 contractor a reasonable fee for any services provided by the
3 Department staff to include, but not limited to, the costs of
4 monitoring compliance with the provisions of paragraphs 1 and 2 of
5 subsection B of this section. The fee shall not exceed the cost
6 incurred in performing the monitoring.

7 G. The Department of Corrections shall promulgate and adopt
8 rules for the implementation of this section.

9 H. All fees collected by the Department of Corrections pursuant
10 to this section shall be deposited with the State Treasurer to the
11 credit of the Department of Corrections Revolving Fund.

12 I. The provisions of subsections B through H of this section
13 shall not apply to a private prison contractor that has a direct
14 contract with the Federal Bureau of Prisons of the United States
15 Department of Justice for a facility that houses federal inmates and
16 is monitored on-site by federal agency staff.

17 SECTION 3. It being immediately necessary for the preservation
18 of the public peace, health and safety, an emergency is hereby
19 declared to exist, by reason whereof this act shall take effect and
20 be in full force from and after its passage and approval."

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1 ENGROSSED SENATE
2 BILL NO. 116

By: Barrington of the Senate

3 and

4 Echols of the House

5
6 [prisons and county jails - capacity of correctional
7 facilities and jail reimbursement rates -
8 notification - limitation for transmitting -
9 Department of Corrections - authorizing transmission
10 - responsibilities - housing costs - effective date]

11 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

12 SECTION 1. AMENDATORY 57 O.S. 2011, Section 37, is
13 amended to read as follows:

14 Section 37. A. If all correctional facilities reach maximum
15 capacity and the Department of Corrections is required to contract
16 for bed space to house state inmates, ~~then the:~~

17 1. The Pardon and Parole Board shall consider all nonviolent
18 offenders for parole who are within six (6) months of their
19 scheduled release from a penal facility; and

20 2. Prior to contracting with a private prison operator to
21 provide housing for state inmates, the Department shall send
22 notification to all county jails in this state which have previously
23 requested in writing to be notified that bed space is required to
24 house the overflow population of state inmates. Upon receiving

1 notification, the sheriff of a county jail is authorized to enter
2 into agreements with the Department to provide housing for the
3 inmates. A county interested in bidding to provide contract beds
4 with the Department of Corrections must comply with the Department's
5 standards and requirements required of a private contractor.

6 B. No inmate may be received by a penal facility from a county
7 jail without first scheduling a transfer with the Department. ~~The~~
8 ~~sheriff or~~ Within three (3) business days after the court files the
9 judgment and sentence, the court clerk, district attorney or
10 district judge shall transmit by facsimile, electronic mail, or
11 actual delivery a certified copy of the judgment and sentence
12 certifying that the inmate is sentenced to the Department of
13 Corrections. A notice of judgment and sentence shall include the
14 style of the case, including the name of the defendant, case number,
15 county of conviction, and the name of the sentencing judge. It
16 shall also include identifying information of the defendant to
17 include name, alias, date of birth, and last four numbers of the
18 social security number. For each count that resulted in a sentence
19 of imprisonment, the sentencing information shall identify the
20 offense and the citation for the offense. The necessary information
21 shall include the case number(s) and jurisdiction of any former
22 convictions used to enhance the sentence and the sentence and
23 punishment ordered for each count and whether the sentence for each
24 count is to run concurrently or consecutively to any other counts or

1 other cases and whether the defendant is to receive credit for time
2 served. Plea paperwork, Summary of Facts and Sentence on Plea or
3 Sentencing After Jury Trial Summary of Facts may be used as
4 sentencing documents. The receipt of the certified copy of the
5 judgment and sentence shall be certification that the sentencing
6 court has entered a judgment and sentence and all other necessary
7 commitment documents. The Department of Corrections is authorized
8 to determine the appropriate method of delivery from each county
9 based on electronic or other capabilities. Once the judgment and
10 sentence is received by the Department of Corrections, the
11 Department shall contact the sheriff when bed space is available to
12 schedule the transfer and reception of the inmate into the
13 Department.

14 C. When a county jail has reached its capacity of inmates as
15 defined in Section 192 of Title 74 of the Oklahoma Statutes, then
16 the county sheriff shall notify the Director of the Oklahoma
17 Department of Corrections, or the Director's designated
18 representative, by facsimile, electronic mail, or actual delivery,
19 that the county jail has reached or exceeded its capacity to hold
20 inmates. The notification shall include copies of any judgment and
21 sentences not previously delivered as required by subsection B of
22 this section. Then within seventy-two (72) hours following such
23 notification, the county sheriff shall transport the designated
24 excess inmate or inmates to a penal facility designated by the

1 Department. The sheriff shall notify the Department of the
2 transport of the inmate prior to the reception of the inmate. The
3 Department shall schedule the reception date and receive the inmate
4 within seventy-two (72) hours of notification that the county jail
5 is at capacity, unless other arrangements can be made with the
6 sheriff.

7 D. ~~Once the judgment and sentence is transmitted to the~~
8 ~~Department of Corrections, the~~ The Department will be responsible
9 for the cost of housing the inmate in the county jail from the date
10 the judgment and sentence was ordered by the court until the date ~~of~~
11 ~~transfer of the inmate~~ is scheduled to be transferred to the
12 Department from the county jail. If the judgment and sentence
13 documents are not received by the Department within three (3)
14 business days, the Department will not be responsible for the cost
15 of housing the inmate in the county jail from the date of sentencing
16 until the date the Department receives the necessary documentation.
17 Should the inmate not be transferred on the date scheduled by the
18 Department, the Department shall not be responsible for any costs
19 incurred beyond the date scheduled by the Department. The cost of
20 housing shall be the per diem rate specified in Section 38 of this
21 title. In the event the inmate has one or more criminal charges
22 pending in the same Oklahoma jurisdiction and the county jail
23 determines it will not transfer the inmate to the Department because
24 of the pending charges, the Department shall not be responsible for

1 the housing costs of the inmate while the inmate remains in the
2 county jail with pending charges. Once the inmate no longer has
3 pending charges in the jurisdiction, the Department shall be
4 responsible for the housing costs of the inmate for the period
5 beginning on the date the Department received the judgment and
6 sentence or final order issued in the pending case and ending on the
7 date the inmate is scheduled to be transferred to the Department.

8 In the event the inmate has other criminal charges pending in
9 another Oklahoma jurisdiction, the Department shall be responsible
10 for the housing costs while the inmate remains in the county jail
11 awaiting transfer to another jurisdiction or until the date the
12 inmate is scheduled to be transferred to the Department, whichever
13 is earlier. Once the inmate is transferred to another jurisdiction,
14 the Department is not responsible for the housing cost of the inmate
15 until such time that another judgment and sentence is received by
16 the Department from another Oklahoma jurisdiction. The sheriff
17 shall be reimbursed by the Department for the cost of housing the
18 inmate in one of two ways:

19 1. The sheriff may submit invoices for the cost of housing the
20 inmate on a monthly basis; or

21 2. The sheriff may submit one invoice for the total amount due
22 for the inmate after the Department has received the inmate.

23 Final payment for housing an offender will be made only after
24 the official judgment and sentence is received by the Department.

1 SECTION 2. AMENDATORY 57 O.S. 2011, Section 38, is
2 amended to read as follows:

3 Section 38. ~~Until January 1, 2007, the Department of~~
4 ~~Corrections shall reimburse any county, which is required to retain~~
5 ~~an inmate pursuant to paragraph 2 of Section 37 of this title, in an~~
6 ~~amount not to exceed Twenty-four Dollars (\$24.00) per day for each~~
7 ~~inmate during such period of retention. The proceeds of this~~
8 ~~reimbursement shall be used to defray expenses of equipping and~~
9 ~~maintaining the jail and payment of personnel. The Department of~~
10 ~~Corrections shall reimburse the county for the emergency medical~~
11 ~~care for physical injury or illness of the inmate retained under~~
12 ~~this act if the injury or illness is directly related to the~~
13 ~~incarceration and the county is required by law to provide such care~~
14 ~~for inmates in the jail. The Department shall not pay fees for~~
15 ~~medical care in excess of the rates established for Medicaid~~
16 ~~providers. The state shall not be liable for medical charges in~~
17 ~~excess of the Medicaid scheduled rate. The Director may accept any~~
18 ~~inmate required to have extended medical care upon application of~~
19 ~~the county. Effective January 1, 2007, the The Department of~~
20 Corrections shall reimburse any county, which is required to retain
21 an inmate pursuant to ~~paragraph 2~~ subsection D of Section 37 of this
22 title, in an amount not to exceed Twenty-seven Dollars (\$27.00) per
23 day for each inmate during such period of retention. The proceeds
24 of this reimbursement shall be used to defray expenses of equipping

1 and maintaining the jail and payment of personnel. The Department
2 ~~of Corrections~~ shall reimburse the county for the emergency medical
3 care for physical injury or illness of the inmate retained under
4 this act if the injury or illness is directly related to the
5 incarceration and the county is required by law to provide such care
6 for inmates in the jail. The Department shall not pay fees for
7 medical care in excess of the rates established for Medicaid
8 providers. The state shall not be liable for medical charges in
9 excess of the Medicaid scheduled rate. The Director may accept any
10 inmate required to have extended medical care upon application of
11 the county.

12 SECTION 3. This act shall become effective November 1, 2015.

13 Passed the Senate the 11th day of March, 2015.

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Presiding Officer of the Senate

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17 Passed the House of Representatives the ____ day of _____,

18 2015.

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Presiding Officer of the House
of Representatives

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