

1 SB227  
2 204642-1  
3 By Senator Albritton  
4 RFD: Finance and Taxation General Fund  
5 First Read: 25-FEB-20

8 SYNOPSIS: Under existing law, when a defendant is  
9 sentenced to the Department of Corrections, the  
10 court is required to notify the department.

11 This bill would require that the court or  
12 the court clerk send an electronic notification to  
13 the Department of Corrections, through the State  
14 Judicial Information System, when a defendant is  
15 sentenced to the department.

16 This bill would establish the Inmate Housing  
17 Cooperative and would provide for its  
18 implementation.

19 This bill would establish procedures for  
20 participation in the Inmate Housing Cooperative.

21 This bill would specify which state inmates  
22 may be housed in a county jail pursuant to the  
23 Inmate Housing Cooperative.

24  
25 A BILL  
26 TO BE ENTITLED  
27 AN ACT

1  
2           Relating to county jails; to amend Section 14-3-30,  
3 Code of Alabama 1975, to require the court or court clerk to  
4 provide electronic notification to the Department of  
5 Corrections when a defendant is sentenced to the department;  
6 to provide for transportation of inmates from the county jails  
7 to the department; to provide that counties are not  
8 responsible for health care costs of inmates who have been  
9 sentenced to the department; to add a new Chapter 16 to Title  
10 14 to the Code of Alabama 1975, to establish the Inmate  
11 Housing Cooperative; to establish procedures for participation  
12 in the Inmate Housing Cooperative; and to provide for the  
13 implementation of the Inmate Housing Cooperative.

14 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

15           Section 1. Section 14-3-30, Code of Alabama 1975, is  
16 amended to read as follows:

17           "§14-3-30.

18           "(a) When any convict is sentenced to the  
19 penitentiary, the judge of the court in which the sentence is  
20 rendered shall order the inmate to be confined in the nearest  
21 secure jail. ~~The clerk of the court shall at once notify the~~  
22 ~~Department of Corrections as to the jail where the inmate is~~  
23 ~~confined, forward to the department a copy of the judgment~~  
24 ~~entry and sentence in the case, and inform the department if~~  
25 ~~any special care is necessary to guard the inmate. Thereupon,~~  
26 ~~the department shall direct where the inmate shall be taken~~  
27 ~~for confinement or hard labor~~ The court shall enter the order

1 into the State Judicial Information System, or its successor  
2 system, which shall be electronically transmitted by the  
3 Administrative Office of Courts to the criminal justice  
4 information systems under the authority of the Alabama Justice  
5 Information Commission, or in the alternative, the court shall  
6 ensure that the court clerk receives the order within five  
7 business days of entering the judgment. The clerk shall ensure  
8 electronic entry of sentence within five business days of  
9 receipt of the court's order.

10 "(b) On or before the fifth business day after the  
11 date of electronic entry of sentence, the Department of  
12 Corrections shall communicate with the county to arrange  
13 transfer of custody of an inmate confined in a county jail  
14 pursuant to this section. Transfer of custody shall occur at  
15 the county jail. The department shall be responsible for  
16 transporting the inmate from the county jail to the prison.  
17 Transfer and transportation shall occur on or before the 15th  
18 calendar day after the date of electronic entry of sentence,  
19 unless the county participates in the Inmate Housing  
20 Cooperative as provided in Chapter 16 of Title 14, or the  
21 sheriff, with the consent of the county commission, agrees to  
22 a delay of transfer.

23 "(1) ~~(b)~~ When an inmate sentenced to the custody of  
24 the department, ~~and the department is in receipt of a~~  
25 ~~transcript of such~~ has received an electronic notification of  
26 the sentence, and the inmate is being housed in a county jail,  
27 and if the inmate has a health condition or develops a medical

1 condition ~~which~~ that requires immediate treatment, at a  
2 medical-care facility outside the county jail or inside the  
3 county jail, the department shall be financially responsible  
4 for the actual cost of the treatment of the inmate. The  
5 department and the counties shall receive any contractual  
6 discounts the medical-care facility has agreed to grant for  
7 the treatment of inmates housed in state correctional  
8 facilities. The county is not financially responsible for the  
9 health care costs of any state inmate regardless whether  
10 provided on site or off site.

11 " (2) When an inmate sentenced to the custody of the  
12 department, and the department ~~is in receipt of a transcript~~  
13 ~~of such~~ has received an electronic notification of the  
14 sentence, is housed in a county jail, and the inmate has a  
15 health condition or develops a ~~medical~~ health condition or has  
16 ~~been~~ is diagnosed as having a ~~medical~~ health condition ~~which~~  
17 that, in the opinion of a physician licensed in Alabama, would  
18 require treatment or a medical procedure or both, likely  
19 involving a cost of more than two thousand dollars (\$2,000),  
20 the department shall transport the inmate ~~shall be transferred~~  
21 within three calendar days of notification, to a state owned  
22 or operated correctional facility or to the physical custody  
23 of the department as determined by the Commissioner of the  
24 Department of Corrections. The inmate shall receive treatment  
25 in the same manner as other state inmates. If the department  
26 fails to take custody of the inmate, the county may transport  
27 the inmate to receive the recommended treatment, medical

1 procedure, or both. The county is not financially responsible  
2 for the health care costs of any state inmate whether provided  
3 on site or off site.

4 "(3) Nothing in this ~~subsection shall~~ section may be  
5 interpreted to relieve the department of its responsibility  
6 for the maintenance and upkeep, including the payment of  
7 ~~medical~~ health care costs, of an inmate sentenced to the  
8 custody of the department, nor shall this ~~subsection~~ section  
9 be interpreted as conferring any additional responsibility  
10 upon a county for the maintenance and upkeep, or the payment  
11 of ~~medical~~ health care costs, of any inmate sentenced to the  
12 custody of the department or under the supervision of the  
13 Board of Pardons and Paroles."

14 Section 2. Chapter 16, commencing with Section  
15 14-16-1, is added to Title 14, Code of Alabama 1975, to read  
16 as follows:

17 §14-16-1.

18 This chapter shall be known and may be cited as the  
19 Inmate Housing Cooperative.

20 §14-16-2.

21 For the purposes of this chapter, the following  
22 words shall have the following meanings:

23 (1) BED SPACE. The total number of beds available  
24 for use by inmates in a jail.

25 (2) DEPARTMENT. The Alabama Department of  
26 Corrections.

1           (3) ESCAPE. As provided in Sections 13A-10-31  
2 through 13A-10-33, inclusive.

3           (4) INMATE HOUSING COOPERATIVE. A voluntary program  
4 created to facilitate temporary confinement of certain state  
5 inmates in county jails, without being a long-term state  
6 inmate population reduction solution, pursuant to a uniform  
7 memorandum of agreement for use of available bed space.

8           (5) VIOLENT OFFENDER. As provided in Section  
9 12-25-32.

10           §14-16-3.

11           A county commission, with the consent of the  
12 sheriff, may by resolution and in cooperation with the  
13 department, participate in the Inmate Housing Cooperative by  
14 entering into a uniform memorandum of agreement to provide  
15 temporary confinement of state inmates in the county jail.

16           §14-16-4.

17           (a) On or before August 1, 2020, the department, the  
18 Alabama Sheriffs Association, and the Association of County  
19 Commissions of Alabama shall cooperate to produce an agreed  
20 upon two-year uniform memorandum of agreement, which shall  
21 contain, among other terms, all of the following terms  
22 consistent with this chapter:

23           (1) Uniform payment terms and conditions.

24           (2) Provisions contemplating segregation of inmates  
25 by classification.

26           (3) The provision of state correctional officers to  
27 county jails, as necessary, at no cost to the county.

1 (b) The department may not enter into any  
2 alternative contractual or other agreement with an individual  
3 county for the temporary confinement of state inmates,  
4 regardless of whether the individual county participates in  
5 the Inmate Housing Cooperative.

6 (c) Nothing in this section shall be interpreted to  
7 prohibit a delay of transfer of an individual inmate pursuant  
8 to Section 14-3-30.

9 §14-16-5.

10 If a county commission, with the consent of the  
11 sheriff, elects to participate in the Inmate Housing  
12 Cooperative, it shall inform the department, and the  
13 department shall perform a physical inspection of the jail,  
14 which shall include the department's independent verification  
15 of bed space, taking all relevant factors into consideration.  
16 The department shall approve or disapprove the county's  
17 participation.

18 §14-16-6.

19 (a) Before the execution of a uniform memorandum of  
20 agreement, a jail's available bed space shall be determined  
21 pursuant to a uniform calculation intended to provide  
22 reasonable assurance that no county agrees to temporarily  
23 house a population of state inmates that would cause the jail  
24 to exceed its bed space.

25 (b) Bed space available to the department shall be  
26 calculated by the sheriff and reported to the county  
27 commission.

1 (c) The uniform calculation to be used by the  
2 sheriff is the number that represents the jail's bed space,  
3 which shall be subtracted from the number that represents the  
4 bed space that was required for housing inmates during the  
5 month that the jail housed a peak population in the preceding  
6 12-month period.

7 (d) The department may not enter into a uniform  
8 memorandum of agreement with a county that could cause total  
9 occupied bed space to reach or exceed 90 percent during the  
10 month that the jail housed a peak population in the preceding  
11 12-month period.

12 §14-16-7.

13 A state inmate may be housed in a county jail  
14 pursuant to an Inmate Housing Cooperative agreement for a  
15 maximum of 90 days, which shall not be tolled by time served  
16 pursuant to Section 14-3-30. The department shall remove the  
17 inmate to state custody on or before the 90th day after  
18 electronic entry of sentence. No inmate shall be removed from  
19 one jail and housed in another jail after the expiration of  
20 one 90-day period for the same sentence. If the department  
21 fails to transfer an inmate to state custody, the rate of  
22 daily care shall automatically increase to the average cost of  
23 daily care of inmates in state custody, as provided by Section  
24 14-16-10.

25 §14-16-8.

26 The department shall be solely responsible for  
27 initiation of an inmate's transfer of custody and for

1 transportation from the jail on or before the 90th day after  
2 electronic entry of sentence.

3 §14-16-9.

4 No inmate found guilty of a violent offense, a Class  
5 A felony pursuant to Title 13A, or escape shall be eligible  
6 for confinement in a county jail pursuant to the Inmate  
7 Housing Cooperative. Nothing in this chapter shall be  
8 interpreted to prohibit immediate confinement of a violent  
9 offender or an inmate convicted of a Class A felony pursuant  
10 to Title 13A.

11 §14-16-10.

12 (a) Effective October 1, 2020, at the conclusion of  
13 each fiscal year, the average daily cost of care of inmates in  
14 state custody shall be calculated by the department, and the  
15 newly calculated rate shall be published in the department's  
16 annual report and on the department's website on or before  
17 November 15. The newly calculated rate shall take effect each  
18 January 1.

19 (b) The department shall ensure payment to the  
20 county of the agreed upon housing rate, which shall be  
21 included in the uniform memorandum of agreement and may not be  
22 less than 50 percent of the average daily cost of care of  
23 inmates in state custody, and shall be paid in full within 45  
24 days of invoice. In addition, the department is financially  
25 responsible for all health care costs as provided by Section  
26 14-3-30.

1 (c) The county is not financially responsible for  
2 the health care costs of any state inmate, regardless whether  
3 provided on site or off site, as provided by Section 14-3-30.

4 (d) The department shall ensure payment to the  
5 county for increased costs of liability insurance premiums  
6 that can be attributed to an increased population of state  
7 inmates being temporarily housed in county jails.

8 (e) If the department fails to pay a county invoice  
9 on or before the 46th day after the date of an invoice, the  
10 county may immediately transport all inmates housed pursuant  
11 to the Inmate Housing Cooperative to the prison to which the  
12 inmates are sentenced.

13 (f) A county commission may apportion to the sheriff  
14 a reasonable administrative and operating fee in proportion to  
15 the number of state inmates housed as provided by the uniform  
16 bed space memorandum of agreement.

17 Section 3. This act shall become effective  
18 immediately following its passage and approval by the  
19 Governor, or its otherwise becoming law.