



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

4 2. Prior to contracting with a private prison operator to  
5 provide housing for state inmates, the Department shall send  
6 notification to all county jails in this state that bed space is  
7 required to house the overflow population of state inmates. Upon  
8 receiving notification, the sheriff of a county jail is authorized  
9 to enter into agreements with the Department to provide housing for  
10 the inmates. Reimbursement for the cost of housing the inmates  
11 shall be a negotiated per diem rate for each inmate as contracted  
12 but shall in no event be less than the per diem rate provided for in  
13 Section 38 of this title.

14 B. No inmate may be received by a penal facility from a county  
15 jail without first scheduling a transfer with the Department.  
16 Within three (3) business days after the court orders the judgment  
17 and sentence, the county shall transmit to the Department by  
18 facsimile, electronic mail, or actual delivery a certified copy of:

19 1. The judgment and sentence certifying that the inmate is  
20 sentenced to the Department of Corrections;

21 2. A notice of judgment and sentence signed by the sentencing  
22 judge or court clerk. The notice shall include the name of the  
23 defendant, date of birth, case number, county of conviction, name of  
24 the sentencing judge, the ~~crime(s)~~ crime for which the defendant was

1 convicted, the ~~sentence(s)~~ sentence imposed, if multiple sentences  
2 whether the sentences run concurrently or consecutively, and whether  
3 the defendant is to receive credit for any time served. The notice  
4 of judgment and sentence shall be substantially in the form provided  
5 for in subsection F of this section; or

6 3. Plea paperwork, Summary of Facts and Sentence on Plea or  
7 Sentencing After Jury Trial Summary of Facts may be used as  
8 sentencing documents.

9 C. The receipt of the certified copy of the judgment and  
10 sentence shall be certification that the sentencing court has  
11 entered a judgment and sentence and all other necessary commitment  
12 documents. The Department of Corrections is authorized to determine  
13 the appropriate method of delivery from each county based on  
14 electronic or other capabilities. Once an appropriate judgment and  
15 sentence document, as listed in subsection B of this section, is  
16 received by the Department of Corrections, the Department shall  
17 contact the sheriff when bed space is available to schedule the  
18 transfer and reception of the inmate into the Department. The  
19 Department shall assume custody of an inmate from a county prior to  
20 receiving the certified copy of the judgment and sentence upon  
21 receipt by the Department of any of the appropriate judgment and  
22 sentence documents as listed in subsection B of this section.

23 D. When a county jail has reached its capacity of inmates as  
24 provided in the standards set forth in Section 192 of Title 74 of

1 the Oklahoma Statutes, then the county sheriff shall notify the  
2 Director of the Oklahoma Department of Corrections, or the  
3 Director's designated representative, by facsimile, electronic mail,  
4 or actual delivery, that the county jail has reached or exceeded its  
5 capacity to hold inmates. The notification shall include copies of  
6 any judgment and sentences not previously delivered as required by  
7 subsection B of this section. Then within seventy-two (72) hours  
8 following such notification, the county sheriff shall transport the  
9 designated excess inmate or inmates to a penal facility designated  
10 by the Department. The sheriff shall notify the Department of the  
11 transport of the inmate prior to the reception of the inmate. The  
12 Department shall schedule the reception date and receive the inmate  
13 within seventy-two (72) hours of notification that the county jail  
14 is at capacity, unless other arrangements can be made with the  
15 sheriff.

16 E. ~~The~~ Once the judgment and sentence is transmitted to the  
17 Department, the Department will be responsible for the cost of  
18 housing the inmate in the county jail including costs of medical  
19 care provided from the date the judgment and sentence was ordered by  
20 the court until the date of transfer of the inmate ~~is scheduled to~~  
21 ~~be transferred to the Department~~ from the county jail. The costs of  
22 housing shall be the per diem rate specified in Section 38 of this  
23 title. The Department shall implement a policy for determination of  
24 scheduled dates on which an inmate or multiple inmates are to be

1 transferred from county jails. The policy shall allow for no less  
2 than three alternative dates from which the sheriff of a county jail  
3 may select and shall provide for weather-related occurrences or  
4 other emergencies that may prevent or delay transfers on the  
5 scheduled date. The policy shall be available for review upon  
6 request by any sheriff of a county jail. ~~If an appropriate judgment~~  
7 ~~and sentence document, as listed in subsection B of this section, is~~  
8 ~~not received by the Department within three (3) business days, the~~  
9 ~~Department will not be responsible for the cost of housing the~~  
10 ~~inmate in the county jail until the date the Department receives the~~  
11 ~~necessary documentation. Should the inmate not be transferred on~~  
12 ~~the date scheduled by the Department, the Department shall not be~~  
13 ~~responsible for any costs incurred beyond the date scheduled by the~~  
14 ~~Department. The cost of housing shall be the per diem rate~~  
15 ~~specified in Section 38 of this title.~~ In the event the inmate has  
16 one or more criminal charges pending in the same Oklahoma  
17 jurisdiction and the county jail refuses to transfer the inmate to  
18 the Department because of the pending charges, the Department shall  
19 not be responsible for the housing costs of the inmate while the  
20 inmate remains in the county jail with pending charges. Once the  
21 inmate no longer has pending charges in the jurisdiction, the  
22 Department shall be responsible for the housing costs of the inmate  
23 for the period beginning on the date the judgment and sentence or  
24 final order was ~~ordered in the pending case and ending on the date~~

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

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

15 2. The sheriff may submit one invoice for the total amount due  
16 for the inmate after the Department has received the inmate. Final  
17 payment for housing an offender will be made only after the official  
18 judgment and sentence is received by the Department of Corrections.

19 F. Form for Notice of Judgment and Sentencing.

20 In the District Court of \_\_\_\_\_ County

21 The State of Oklahoma

22 State of Oklahoma, )

23 \_\_\_\_\_ )

24 Plaintiff )

1 )  
2 vs. ) Case No. \_\_\_\_\_  
3 \_\_\_\_\_,) The Honorable Judge \_\_\_\_\_  
4 Defendant )  
5 D.O.B. \_\_\_\_\_ )

6 NOTICE OF JUDGMENT AND SENTENCE

7 On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to the best  
8 knowledge and belief of the undersigned, the conviction(s) and  
9 sentence(s) of the above-captioned defendant was/were announced and  
10 ordered as follow:

11 Count 1: \_\_\_\_\_ O.S. \_\_\_\_\_

12 Count 1 Sentence: \_\_\_\_\_

13 Count 2: \_\_\_\_\_ O.S. \_\_\_\_\_

14 Count 2 Sentence: \_\_\_\_\_

15 Running Concurrently \_\_\_\_\_ or Running Consecutively \_\_\_\_\_

16 With Count \_\_\_\_\_

17 Count 3: \_\_\_\_\_ O.S. \_\_\_\_\_

18 Count 3 Sentence: \_\_\_\_\_

19 Running Concurrently \_\_\_\_\_ or Running Consecutively \_\_\_\_\_

20 With Count \_\_\_\_\_

21 Count 4: \_\_\_\_\_ O.S. \_\_\_\_\_

22 Count 4 Sentence: \_\_\_\_\_

23 Running Concurrently \_\_\_\_\_ or Running Consecutively \_\_\_\_\_

24 With Count \_\_\_\_\_

1 Credit for time served: \_\_\_\_\_

2 \_\_\_\_\_  
3 Judge of the District Court

4 or

5 \_\_\_\_\_  
6 Clerk of the District Court

7 SECTION 2. AMENDATORY 57 O.S. 2011, Section 38, as  
8 amended by Section 2, Chapter 307, O.S.L. 2015 (57 O.S. Supp. 2016,  
9 Section 38), is amended to read as follows:

10 Section 38. The Department of Corrections shall reimburse any  
11 county which is required to retain an inmate pursuant to subsection  
12 ~~D~~ E of Section 37 of this title in an amount ~~not to exceed~~ of not  
13 less than Twenty-seven Dollars (\$27.00) per day for each inmate  
14 during such period of retention, unless the actual daily cost as  
15 determined by the Department of Corrections Daily Rate as defined in  
16 this section, exceeds Twenty-seven Dollars (\$27.00). If the actual  
17 daily cost as determined by the Department of Corrections Daily Rate  
18 exceeds Twenty-seven Dollars (\$27.00), the county shall notify the  
19 Department of Corrections of the actual daily cost no later than  
20 September 30. If the county's actual daily cost is accepted by the  
21 Department, that shall be the reimbursement rate for the county  
22 beginning the next fiscal year. If the Department rejects the  
23 county's actual daily cost application, then the actual daily cost  
24



1 shall be determined by the State Auditor. The ~~proceeds of this~~  
2 Department shall distribute the reimbursement ~~shall be used on a~~  
3 monthly basis upon receipt and approval of a billing statement from  
4 the county. The county shall use the reimbursement to ~~defray~~  
5 ~~expenses~~ provide for the expense of equipping and maintaining the  
6 jail and payment of personnel. The provisions in this act shall be  
7 implemented by the Department to allow sufficient time for  
8 application to FY2019. The Department of Corrections shall  
9 reimburse the county for the emergency medical care for physical  
10 injury or illness of the inmate retained under this act if the  
11 injury or illness is directly related to the incarceration and the  
12 county is required by law to provide such care for inmates in the  
13 jail. The Department shall not pay fees for medical care in excess  
14 of the rates established for Medicaid providers. The state shall  
15 not be liable for medical charges in excess of the Medicaid  
16 scheduled rate. The Director may accept any inmate required to have  
17 extended medical care upon application of the county.

18 SECTION 3. This act shall become effective November 1, 2017.

19  
20 COMMITTEE REPORT BY: COMMITTEE ON APPROPRIATIONS AND BUDGET, dated  
21 02/28/2017 - DO PASS, As Coauthored.

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