

**Ada County Sheriff's Office
Jail Housing Billing Agreement**

This JAIL HOUSING BILLING AGREEMENT ("Agreement") is a standardized billing agreement for the housing of inmates in the custody of another county's law enforcement agency in the Ada County Jail. This Agreement is between the Ada County Sheriff's Office ("ACSO") and the law enforcement agency listed below ("Agency").

Agency Requesting Housing of Inmates:

Agency Name: Canyon County Sheriff's Office
General Contact Person: Sheriff Kieran Donahue
Agency Address: 1115 Albany Street, Caldwell, ID 83605
Billing Contact Person: BreeAnn Kilbourne
Email Address: Bree.Kilbourne@canyoncounty.id.gov
Telephone No.: (208) 454-7543

General Terms:

This Agreement shall be in effect from **October 1, 2024, through September 30, 2025**. This Agreement may be terminated by either party upon ten (10) days prior written notice. This Agreement may be reviewed, updated and renewed on an annual basis. Any modifications or extension of this Agreement shall be done in writing and signed by an authorized representative of each party.

Agency responsibilities:

1. Agency will pay the ACSO **\$94.00** per day for each inmate housed in the Ada County Jail. Billing for each inmate begins the date the inmate is transported to the Ada County Jail, and ends on the date the inmate is released from jail, or custody on the Agency's hold. Release will occur by the Agency staff taking physical custody of the inmate or providing written authorization for ACSO staff to release the inmate from custody. Written authorization for release must contain, at a minimum, full name, DOB, SSN (if available), authorizing officer's name and badge number, and any other information reasonably necessary to ensure the correct inmate is released. Release authorization must be either a court order, or on Agency letterhead and signed by an officer of that Agency.
2. The billing cycle is monthly, from the first day to the last day of the month.
3. For purposes of this agreement, an inmate day shall consist of a twenty-four hour period. Any time spent incarcerated for a period of time less than twenty-four hours shall be prorated on an hourly basis.
4. The Agency will pay each invoice by the 25th of the month following invoicing.
5. Routine inmate medical care and medications prescribed under the ACSO formulary are within the billing rate of **\$94.00** per day per inmate. The Agency acknowledges and agrees that it is financially responsible for all off-site inmate medical care and non-formulary medications deemed

reasonably appropriate by ACSO Jail medical staff. Billing amounts for extraordinary or non-routine medical expenses will be noted on the invoice.

6. In addition to all other charges, Agency acknowledges that it is also financially responsible for payment of all security services provided by the ACSO for inmates who must be admitted to an off-site medical facility.

7. Indemnification. The Agency agrees to indemnify and hold the ACSO harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the Agency and its employees, officers and/or agents that the ASCO may suffer arising out of or in connection with this Agreement.

ACSO responsibilities:

1. The ACSO staff will invoice the Agency in arrears. ACSO staff will prepare and mail to the Agency a detailed monthly invoice for each month's services by the 10th of the following month.

2. Except in the case of immediate need (as determined solely by ACSO staff), ACSO will use reasonable efforts to notify Agency in advance when extraordinary or non-routine medical care is needed by an inmate. When prior notification may jeopardize the health of the inmate, ACSO shall be responsible for providing such notification as soon as practical. Agency acknowledges and agrees that failure by ACSO to notify Agency of extraordinary or non-routine medical care is not grounds for non-payment by Agency for services rendered.

3. In some cases during incarceration, an inmate will have criminal charges from more than one law enforcement agency. In this case, the daily billing rate and any extraordinary or non-routine medical care expenses will be prorated between and among the appropriate agencies.


4. Indemnification. The ACSO agrees to indemnify and hold the Agency harmless from any and all liability, loss, damage or claims, of any descriptions, which results from the negligence of the ACSO and its employees, officers and/or agents that the Agency may suffer arising out of or in connection with this Agreement.

5. Notices required or contemplated under this Agreement shall be in writing and mailed or hand delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other:

Agency: As noted above

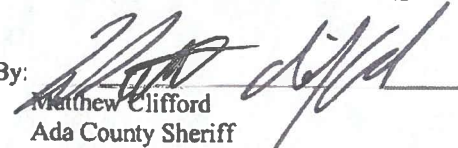
ACSO: Ada County Sheriff's Office
Matthew Clifford, Ada County Sheriff
7200 Barrister Drive
Boise, Idaho 83704
Phone: (208) 577-3303

CANYON COUNTY SHERIFF'S OFFICE

By: 
Kieran Donahue
Canyon County Sheriff

Date: 9-24-24

ADA COUNTY SHERIFF'S OFFICE

By: 
Matthew Clifford
Ada County Sheriff

Date: 9/25/24

ADA COUNTY SHERIFF'S OFFICE
JAIL HOUSING BILLING AGREEMENT

SIGNATURE PAGE




Canyon County, Idaho
1115 Albany Street
Caldwell, Idaho 83605

The Board of Canyon County Commissioners hereby ratifies the attached Ada County Sheriff's Office Jail Housing Billing Agreement as entered into by Kieran Donahue, Canyon County Sheriff; and Matthew Clifford, Ada County Sheriff.

DATED this 1st day of October, 2024.

BOARD OF CANYON COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: J Ross
Deputy Clerk