



AGREEMENT

Between

THE STATE OF MONTANA

And

THE STATE OF IDAHO

Pursuant to the

INTERSTATE CORRECTIONS COMPACT

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AGREEMENT
Between
THE STATE OF MONTANA
And
THE STATE OF IDAHO
Pursuant to the
INTERSTATE CORRECTIONS COMPACT

The State of Montana and the State of Idaho, desiring by common action to fully utilize their institutional facilities and provide adequate programs for the confinement, treatment and rehabilitation of offenders, thereby serving the best interests of offenders and society and effecting economies in capital expenditures and operational costs, in consideration of the mutual promises herein contained, undertaking and continuing a cooperative relationship in the confinement, treatment and rehabilitation of offenders on an interstate basis, acting by and through their duly constituted authorities, pursuant to and in order to implement the provisions of the Interstate Corrections Compact as contained in:

Montana: Montana Code Annotated 46-19-401 through 46-19-402

Idaho: Idaho Code 20-701 to 20-704

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Interstate Corrections Compact

The provisions of the Interstate Corrections Compact, Montana Code Annotated Sections 46-19-401 through 46-19-402 and Idaho Code Sections 20-701 to 20-704 respectively, are incorporated by reference herein and made a part hereof and no provision of this Agreement will be construed in any manner inconsistent with such Compact.

2. Terminology

All terms defined in the Interstate Corrections Compact and used in this Agreement have the same meaning in this Agreement as in the Compact. The terms "sending state" and "receiving state" include and refer to the appropriate official or agency thereof in each case. In transfers from Montana to Idaho, Montana is the sending state and Idaho is the receiving state. In transfers from Idaho to Montana, Idaho is the sending state and Montana is the receiving state.

3. General Terms

(a) During the term of and in accordance with this Agreement, the parties agree to cooperatively exchange inmates.

(b) Except for the extraordinary expenses of medical care in excess of normal maintenance, as provided in Section 14., the party states expect that exchanges of prisoners will be mutual and

balanced and, except as provided, at no further cost to either state. The party states recognize that, from time to time, the ratio may be unbalanced in favor of one or the other. The party states will account for such temporary imbalances by reciprocal services in-kind. Each payment obligation of the sending and receiving states is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the sending or receiving state at the end of the period for which the funds are available. The terminating state shall notify the other party state at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the terminating state in the event this provision is exercised, and the terminating state shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

(c) The receiving state shall provide to the sending state a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.

(d) The sending and receiving states shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract. Each party shall comply with the Civil Rights Act of 1964, the Idaho Human Rights Act (I.C. § 67-5909), the Montana Human Rights Act (M.C.A. tit. 49); the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

(e) Each party shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the other party for any purpose. Consistent with the express terms of this Contract, the receiving state shall be free from control or direction over the details of the performance of services under this Contract. Nothing in this Contract shall be interpreted as authorizing either party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or either party to incur any obligation of any kind on the behalf of the other party.

4. Duration

This Agreement is effective when executed by the party states and approved by counsel. This Agreement, when effective, will continue until such additional period as the party states may determine.

5. Modification

This Agreement may be modified or amended by the party states at any time by mutual consent in writing.

6. Termination

This Agreement may be terminated by either party on ninety (90) days written notice. Within a reasonable time after receipt of any such notice and before the effective termination date, each sending state will, at its own expense, retake its inmates from the receiving state.

7. Other Arrangements Unaffected

Nothing in this Agreement abrogates or impairs any other agreement or contract for the confinement, rehabilitation or treatment of prisoners now in effect between the party states and any other state.

8. Mailing Address

All notices, reports, billings and correspondence between the party states will be mailed as follows:

NOTICE TO MONTANA:

Roxanne Wigert, Interstate Compact Coordinator
Montana Department of Corrections
Montana State Prison
400 Conley Lake Road
Deer Lodge, MT 59722
Phone: (406) 846-1320 x2453
Email: rwigert@mt.gov

NOTICE TO IDAHO:

Marissa Doan, Interstate Corrections Compacts
Idaho Department of Corrections
Inmate Placement
1299 N Orchard, Suite 110
Boise, ID 83706
Phone: (208) 658-2015
Email: mdoan@idoc.idaho.gov

9. Inspection

The sending state shall have access, at all reasonable times, to any institution of the receiving state in which it has a contractual right to confine inmates for the purpose of inspecting the facilities thereof, visiting such of its inmates as may be confined in the institution, determining that the institution maintains standards of care and discipline not incompatible with those of the sending state, and verifying that all inmates therein are treated equitably, regardless of gender, race, religion, color, creed, national origin, age, mental or physical disability or sexual orientation.

10. Access and Retention of Records

The receiving state agrees to provide the sending state, including the legislative auditor or sending state's authorized agents, access to any records necessary to determine contract compliance. The receiving state agrees to create and retain records supporting the services rendered for a period of three years after either the completion date of the contract or the conclusion of any claims, litigation, or exception relating to the contract taken by either party.

11. Severability and Integration

This contract, consisting of 11 pages, and the terms of the interstate compact incorporated herein, constitute the entire agreement between the parties. No modification or waiver of any provision

shall be valid unless in writing and signed by both parties. If any provision is determined to be void, that provision shall be deleted and all remaining provisions shall remain in effect.

12. Application

The sending state will submit a separate application to the receiving state for each individual inmate proposed for transfer, consisting of the following:

- (a) complete information and documentation relating to the inmate's case history, physical, and clinical record;
- (b) applicable judicial and administrative rulings and orders relating or pertaining to the inmate and the sentence or sentences for which the inmate is confined; and
- (c) reasons for the requested transfer.

Transfer will be deferred until approved by the receiving state; provided, however, that the receiving state may informally approve such a transfer on an emergency basis, pending submission of complete documentation and consideration.

13. Prison Rape Elimination Act (PREA)

The receiving state shall take measures to protect the inmate from sexual abuse consistent with a zero-tolerance policy for sexual assault. Idaho shall comply with its efforts to implement the Prison Rape Elimination Act of 2003 (PREA), incorporated in IDOC's standard operating procedure 325-02-01-001, Prison Rape Elimination. Montana shall comply with PREA and applicable PREA standards as adopted and implemented in Montana.

14. Indemnity and Liability

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

15. Delivery

Upon acceptance by the receiving state, the sending state, at its expense, will deliver the inmate to the receiving state at the institution designated by the receiving state, together with an authenticated copy of the mittimus or other commitment order, and any other official papers or documents authorizing confinement. In the event of a mutual exchange of inmates, the party states may agree that one may act as the agent of the other such that transportation expenses may be minimized.

16. Transfer of Funds

- (a) The sending state will provide funds due to the transferred inmate to the receiving state to be credited to the account of the transferred inmate in the receiving state. Upon return to the sending state, the receiving state will provide funds due to the inmate to the sending state to be credited to the account of the inmate or paid over to the inmate.
- (b) The receiving state shall, upon direction of the sending state and the presentation by the sending state of the appropriate documents, make monetary deductions from the account of an

inmate from the sending state for restitution or payment of other costs, and send such funds to the sending state or another entity as specified by the sending state.

17. Custody

The receiving state will confine the inmates sent by the sending state, give them reasonable and humane care and treatment. The receiving state will provide for their physical needs, make available programs of treatment and training consistent with their individual needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no special privileges and that the sentences and orders of the committing court in the sending state are faithfully executed. Nothing herein requires the receiving state to provide treatment, facilities, or programs for any inmate of the sending state which it does not provide for its own inmates.

18. Medical Services

(a) The receiving state will provide such medical, psychiatric and dental care or treatment as may be necessary to safeguard the health and well-being of inmates from the sending state, in the same manner as such medical, psychiatric and dental treatment is provided inmates of the receiving state, as part of normal maintenance and at no further cost to the sending state.

(b) Except in an emergency, when medical, psychiatric, or dental care or treatment necessarily will exceed that included in normal maintenance, the receiving state will notify the sending state of the nature of the illness or medical condition, the recommended course of treatment and the estimated cost thereof. The sending state may authorize treatment outside the correctional facility in the receiving state at the expense of the sending state or, at the option of the sending state, return the inmate to its jurisdiction for the required medical, psychiatric or dental treatment. In the absence of an emergency, the sending state will not be obligated to reimburse the receiving state for the costs of such additional care or treatment undertaken without the prior approval of the sending state.

(c) In an emergency, the receiving state may make appropriate arrangements for emergency medical treatment which exceeds normal maintenance for inmates of the sending state in the same manner as it would make such an arrangement for its own inmates, without first obtaining the approval of the sending state. The receiving state will notify the sending state of such emergency treatment within seventy-two (72) hours, including weekends and holidays, and furnish full information regarding the nature of the illness, the type of treatment provided, and the estimated cost thereof.

(d) The sending state will reimburse the receiving state quarterly for the costs of such emergency treatment which exceeds normal maintenance upon invoices submitted. Cost for services that are the responsibility of the State of Montana will be billed to MONTANA third party provider on a HCFA-1500 claim form. Billing information should include the inmate number, valid diagnosis codes and MONTANA Medicaid current procedure/service codes. Reimbursements will be made by the third party provider according to current fee schedules and limits.

19. Training and Employment

(a) The receiving state will afford inmates from the sending state the opportunity to participate in programs of occupational training and industrial or other work on the same basis as inmates of the receiving state. Compensation, in connection with such participation (whether payment of money, intangible incentives, or other therapeutic or rehabilitative reason), will be paid to inmates of the sending state on the same basis as to inmates of the receiving state.

(b) The receiving state may impose on inmates of the sending state the same work discipline imposed on inmates of the receiving state. However, the receiving state may not require any inmate of the sending state to participate in any training, industrial or other work contrary to the laws of the sending state.

(c) The receiving state may dispose of all products produced by any inmate of the sending state while participating in such training or employment, will bear all costs and retain all proceeds therefrom.

(d) In the case of craft programs, the inmate may dispose of the products of his labor and retain the proceeds of any sale of his work in accordance with the rules of the receiving state.

20. Reports and Records

(a) Within ninety days following the receipt of an inmate from the sending state, and thereafter at six month intervals, the receiving state will report to the sending state on the inmate's progress, conduct and adjustment, and recommend retention in the receiving state or return to the sending state.

(b) The receiving state will keep necessary and pertinent records regarding inmates of the sending state and, upon request, will forward copies of any such records to the sending state. Upon termination of confinement in the receiving state, the receiving state will forward a complete copy of such records to the sending state.

21. Classification

(a) The receiving state may classify or reclassify an inmate of the sending state between maximum and medium classifications at its discretion, provided, however, the receiving state shall not classify or reclassify inmates of the sending state below maximum security in those cases where the sending state affirmatively notifies the receiving state that the inmate must be held in maximum security.

(b) The receiving state may reclassify any inmate of the sending state to a higher security classification at any time in its discretion.

(c) The receiving state may reclassify any inmate of the sending state to minimum security only with approval of the sending state.

(d) Receiving state will notify sending state if inmate is recommended for placement in a private prison facility.

22. Removal from Receiving State

The receiving state may remove an inmate of the sending state confined in the receiving state to another state with prior approval and authorization of the sending state; provided, however, that the receiving state may remove an inmate of the sending state to another state in an emergency without such prior approval. In such emergency, the receiving state will inform the sending state of the emergency and of the location of inmates of the sending state removed to another state and will exercise all reasonable care for the safekeeping and custody of inmates of the sending state.

23. Hearings

Any hearing or hearings to which an inmate confined pursuant to this compact may be entitled by the laws of the sending state may be had before the appropriate authorities of the sending state, or of the receiving state if authorized by the sending state. The receiving state shall provide adequate facilities for such hearings as may be conducted by the appropriate officials of a sending state. In the event such hearing or hearings are had before officials of the receiving state, the governing law shall be that of the sending state and a record of the hearing or hearings as prescribed by the sending state shall be made. Said record together with any recommendations of the hearing officials shall be transmitted forthwith to the official or officials before whom the hearing would have been had if it had taken place in the sending state. In all proceedings had pursuant to the provisions of this subdivision, the officials at the receiving state shall act solely as agents of the sending state and no final determination shall be made in any matter except by the appropriate officials of the sending state.

24. Inter-Institutional Transfers

The receiving state may place an inmate of the sending state in any correctional facility of the receiving state appropriate to the security classification of the inmate and may transfer, at its expense, any inmate of the sending state to any other correctional facility in the receiving state appropriate to such security classification.

25. Escape

(a) In the event an inmate from the sending state escapes from the custody in the receiving state, the receiving state will use all reasonable means to recapture the inmate. The escape shall be reported within twenty-four (24) hours to the sending state. The receiving state shall have the primary responsibility for and authority to direct the pursuit and retaking of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the receiving state.

(b) The sending state shall have the responsibility for initiation of extradition or rendition proceedings in the event an escape is to a jurisdiction other than the sending or receiving state.

(c) An inmate who escapes from an institution in which that inmate is confined pursuant to this Contract shall be deemed a fugitive from the sending state and from the receiving state.

26. Death of an Inmate

(a) In the event of the death of an inmate from a sending state, the medical examiner, coroner, or other official having the duties of such an officer in the receiving state shall be notified. The sending state shall receive copies of any records made at or in connection with such notification.

(b) The institution in the receiving state shall notify the sending state within twenty-four (24) hours of the death of an inmate, furnish information as requested, and follow the instructions of the sending state with regard to the disposition of the body. The body shall not be released except on order of the appropriate officials of the sending state.

(c) All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by the sending state. The sending state and receiving state may arrange to have the receiving state take care of the burial or cremation and all matters related or incidental thereto, and all such expenses shall be paid by the sending state. The provisions of this paragraph shall govern only the relations between or among the party states, and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith. Relatives of a deceased inmate are to be notified by the sending state as soon as practicable after the death of the inmate.

(d) The receiving state shall forward to the sending state a certified copy of the death certification for the deceased inmate.

27. Retaking of Inmates

(a) Inmates confined in an institution pursuant to the terms of this Contract shall at all times be subject to the jurisdiction of the sending state and may at any time be removed therefrom for transfer to a prison or other institution within the state, for transfer to another institution in which the sending state may have a contractual or other right to confine inmates, for release on probation or parole, for discharge, or for any other purpose permitted by laws of the sending state; provided that the sending state shall continue to be obligated to such payments as may be required pursuant to the terms of this Contract.

(b) The receiving state shall deliver any inmate from the sending state to the proper officials of the sending state upon demand made to the receiving state and presentation of official written authority to receive said inmate. Any decision of the sending state in respect of any matter over which it retains jurisdiction pursuant to this Contract shall be conclusive upon and not reviewable within the receiving state, except when provided herein. All costs incurred in such delivery will be the responsibility of the sending state.

(c) Except as otherwise provided in this Contract, the sending state will retake from the receiving state any inmate, at its own expense, upon written request of the receiving state within thirty (30) days after receipt of the request to retake.

(d) Notwithstanding this section, if at any time the sending state seeks to remove an inmate from an institution in the receiving state there is pending against the inmate within such state any criminal charge, or if the inmate is formally accused of having committed within such state a criminal offense, the inmate shall not be returned to the sending state without the consent of the receiving state until discharged from prosecution or other form of proceeding, imprisonment, or detention for such offense..

28. Release of Inmates

(a) Any inmate confined pursuant to this Contract and authorized by the sending state to be released, shall be released within the territory of the sending state unless the inmate, and the sending and receiving states, shall agree upon release in some other place. The sending state shall bear the cost of such return to its territory.

(b) In case the commitment under which any inmate from the sending state is terminated for any reason, the sending state agrees to accept delivery of the inmate at an institution of the receiving state and, at its expense, return him to the jurisdiction of the sending state.

(c) The provision of clothing, gratuities, transportation, and any other supplies upon release of an inmate shall be at the authorization and expense of the sending state and shall be in accordance with the sending state's laws, regulations and policies.

29. Public Information and Publicity

(a) Public Information. The receiving state may release any non-exempt public record information which it possesses regarding inmates of the sending state. The receiving state will not release information which is exempt from public disclosure or any non-public record information which it possesses regarding inmates of the sending state. The receiving state will refer to the sending state requests for public information which it does not possess, public record information which may be exempt from public disclosure pursuant to the laws of the sending state and non-public information. Nothing in this section shall prevent the party states from complying with their respective public records laws.

(b) Publicity. The receiving state will not involuntarily subject any inmate of the sending state to publicity.

(c) Official use. Nothing in this section prevents official use of any information regarding an inmate of the sending state.

30. Transportation

(a) Unless otherwise provided, transportation of inmates of the sending state will be at the expense of the sending state.

(b) Unless otherwise provided, transportation for inmates of the sending state between facilities of the receiving state, or to other states, required by or for the benefit of the receiving state, shall be at the expense of the receiving state.

31. Legal Proceedings

(a) Confinement in the receiving state will not deprive any inmate of the sending state of any legal right which he would have if confined in the sending state.

(b) The sending state will defend any post-conviction action, including appeals and writs of habeas corpus, brought by any inmate of the sending state in the courts of the sending state challenging the underlying judgment of conviction or the administration of the sentence imposed, at no cost to the receiving state.

(c) The receiving state will defend, at its expense, any actions directed against it by an inmate of the sending state which challenge conditions of confinement in the receiving state.

(d) The sending state and the receiving state will cooperate in other matters of mutual interest in the defense of transfer-related litigation.

32. Access to Courts.

(a) The sending state will provide access to the courts of the sending state to its prisoners transferred to the receiving state in the same manner as such access is provided to prisoners in the sending state or in a different manner, at the option of the sending state.

(b) The sending state shall be responsible for providing sufficient legal research materials for the inmate to be capable of bringing a suit before the appropriate court challenging his or her conviction or sentence where the same are not available in the institution of the receiving state.

(c) Whereas the receiving state shall be responsible for providing sufficient legal research materials for the inmate to be capable of bringing suit before an appropriate court challenging his or her conditions of confinement.

33. Internal Relations

Nothing in this Agreement affects the internal relations of the party states and their respective officers, departments, agencies or subdivisions.

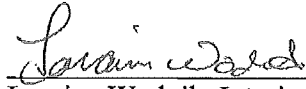
34. Community Release

With due regard to the classification of prisoners, as provided in Section 18, the receiving state will afford prisoners of the sending state participation in furlough, work release, community release, education release or any other pre-release program operated in the receiving state in the same manner as prisoners of the receiving state, with prior approval by the sending state.

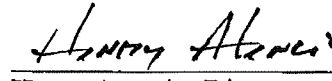
IN WITNESS, WHEREOF, the party states, through their duly authorized officers, have executed this Agreement on the dates indicated.

STATE OF MONTANA
DEPARTMENT OF CORRECTIONS

STATE OF IDAHO
DEPARTMENT OF CORRECTIONS



Loraine Wodnik, Interim Director
Montana Department of Corrections

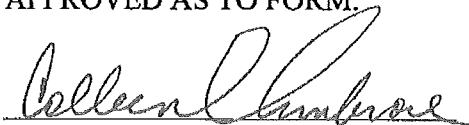


Henry Atencio, Director
Idaho Department of Corrections

Date: 4-7-17

Date: 5-2-2017

APPROVED AS TO FORM:



Legal Counsel
State of Montana
Department of Corrections

Date: 4-5-17