AGREEMENT

Between

THE STATE OF MONTANA

And

THE STATE OF COLORADO

Pursuant to the

INTERSTATE CORRECTIONS COMPACT

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THE STATE OF MONTANA

And

THE STATE OF COLORADO

Pursuant to the

INTERSTATE CORRECTIONS COMPACT

The State of Montana and the State of Colorado, 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
Colorado:	C.R.S. Secs. 24-60-1601 to 24-60-1603

Do hereby 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 Colorado C.R.S. Secs. 24-60-1601 to 24-60-1603 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 Colorado, Montana is the sending state and Colorado is the receiving state. In transfers from Colorado to Montana, Colorado is the sending state and Montana is the receiving state.

3. Agreement

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

(b) Except for the extraordinary expenses of medical care in excess of normal maintenance, as provided in Section 17., 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.

4. Duration
This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date), and shall remain in full force and effect until terminated by either party.

5. Modification
This Contract may be modified to make necessary changes to the terms and conditions required by operation or law by the party's states. However, no change, modification, or waiver of any term of this Contract will be valid except in a writing signed by both parties.

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 prisoners 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 COLORADO:
Larry Turner, Interstate Corrections Compact Administrator
Colorado Department of Corrections
Office of Offender Services
1250 Academy Park Loop
Colorado Springs, CO 80910
Phone: (719) 226-4923
Email: larry.turner@doc.state.co.us

9. Inspection
The sending state may inspect, at all reasonable times, any institution of the receiving state in which prisoners of the sending state are or may be confined, to determine if that institution maintains standards of care and discipline not incompatible with those of the sending state, and that all prisoners therein are treated equitably, regardless of race, religion, color, creed, or national origin.

10. Access and Retention of Records
The receiving state agrees to provide the sending state; including the legislative auditor or sending states 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 10 pages constitute the entire agreement between the parties pertaining to the subject matter. 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 prisoner proposed for transfer, consisting of the following:

(a) complete information and documentation relating to the prisoner's case history, physical, and clinical record;

(b) applicable judicial and administrative rulings, the sentence or sentences for which the prisoner is confined;

(c) orders relating or pertaining to the prisoner; and

(d) 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 parties hereby agree that each party will adopt and comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. &15601 et. seq., and applicable PREA Standards. Each party shall permit the other party to monitor its compliance with the PREA standards.

14. Delivery
Upon acceptance by the receiving state, the sending state, at its expense, will deliver the prisoner 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 prisoners, the party states may agree that one may act as the agent of the other such that transportation expenses may be minimized.

15. Transfer of Funds

(a) The sending state will provide funds due to the transferred prisoner to the receiving state to be credited to the account of the transferred prisoner in the receiving state. Upon return to the sending state, the receiving state will provide funds due to the prisoner to the sending state to be credited to the account of the prisoner or paid over to him.

(b) The receiving state shall, upon direction of the sending state and the presentation by the sending state of appropriate documentation, make monetary deductions form the account of the prisoner from the sending state for restitution or payment of other costs, and send such funds to the sending state or to another entity as specified by the sending state.

16. Custody

The receiving state will confine the prisoners 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 prisoner of the sending state which it does not provide for its own prisoners.

17. 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 prisoners from the sending state, in the same manner as such medical, psychiatric and dental treatment is provided prisoners 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 prisoner 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 prisoners of the sending state in the same manner as it would make such an arrangement for its own prisoners, without first obtaining the approval of the sending state. The receiving state will notify the sending state as soon thereafter as is practicable.

(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 prisoner 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.

18. Training and Employment

(a) The receiving state will afford prisoners from the sending state the opportunity to participate in programs of occupational training and industrial or other work on the same basis as prisoners 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 prisoners of the sending state on the same basis as to prisoners of the receiving state.

(b) The receiving state may impose on prisoners of the sending state the same work discipline imposed on prisoners of the receiving state. However, the receiving state may not require any prisoner 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 prisoner 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 prisoner 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.

19. Discipline

The receiving state may impose on prisoners of the sending state the receiving state's internal rules and regulations governing prisoner behavior and discipline; provided, however, that the receiving state may not impose a type of discipline prohibited by, inconsistent with or in excess of that permitted by the laws or regulations of the sending state or with the sentence imposed by the sending state.

20. Reports and Records

(a) Within ninety days following the receipt of a prisoner from the sending state, and thereafter at six month intervals, the receiving state will report to the sending state on the prisoner'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 prisoners 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 a prisoner of the sending state between maximum and medium classifications at its discretion, provided, however, the receiving state shall not classify or reclassify prisoners of the sending state below maximum security in those cases where the sending state affirmatively notifies the receiving state that the prisoner must be held in maximum security.

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

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

(d) Receiving state will notify sending state if prisoner is recommended for private prison facility.

22. Removal from Receiving State

The receiving state may remove a prisoner 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 a prisoner 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 prisoners of the sending state removed to another state and will exercise all reasonable care for the safekeeping and custody of prisoners of the sending state.

23. Hearings

(a) The receiving state will provide adequate facilities for any hearing by authorities of the sending state.

(b) Upon request of the sending state, the receiving state may hold any hearing necessary to establish facts upon which a decision must be made by the sending state with respect to a prisoner of the sending state, prepare and submit the record of such hearing, with the finding of fact and a recommendation, if appropriate, to the sending state.

24. Inter-Institutional Transfers

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

25. Escape

In case of escape in the receiving state, the receiving state will report the escape to the sending state immediately and will use all reasonable means to recapture the prisoner, at its expense. If a prisoner of the sending state escapes from the receiving state and is thereafter found in a third state, it will be the responsibility of the sending state to extradite the prisoner.

26. Death of a Prisoner

(a) The receiving state will report immediately to the sending state the death of a prisoner of the sending state, furnish all information requested and follow the instructions of the sending state with regard to disposition of the body. The sending state will notify the relatives of the deceased prisoner, if any, as soon as practicable thereafter.

(b) The provisions of this section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith.

(c) The sending state may, at its option and at its expense, return the deceased prisoner to its jurisdiction for burial or arrange for burial and all matters incident thereto in the receiving state, at the expense of the sending state.

(d) The receiving state will forward to the sending state a certified copy of the death certificate for the deceased prisoner.

27. Retaking of Prisoners

(a) Upon demand of the sending state, the receiving state will deliver to the sending state any prisoner of the sending state; provided that, if at the time the sending state seeks to remove a prisoner from the receiving state, there is pending against such prisoner within the receiving state any criminal charge or if the prisoner is formally accused of having committed within the receiving state a criminal offense, the prisoner will not be returned without the consent of the receiving state until discharge from prosecution or other proceeding, imprisonment or detention for such offense.

(b) Upon demand of the receiving state, the sending state will retake any prisoner of the sending state.

(c) Upon termination of the period of commitment, the sending state will retake any prisoner of the sending state.

(d) Upon agreement by and among the party states and any prisoner of the sending state, the receiving state may discharge a prisoner of the sending state within the borders of the receiving state at the completion of the confinement ordered by the sending state. The sending state will provide, at its expense, any clothing, gratuity (gate money), or transportation appropriate or required in the circumstances.

28. Public Information and Publicity

(a) *Public Information.* The receiving state may release any non-exempt public record information which it possesses regarding prisoners of the sending state. The receiving state will not release public record information which is exempt from public disclosure or any non-public record information which it possesses regarding prisoners 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.

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

(c) *Official use.* Nothing in this section prevents official use of any information regarding a prisoner of the sending state.

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

(b) Unless otherwise provided, transportation for prisoners 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.

30. Legal Proceedings
(a) The sending state will defend any post-conviction action, including appeals and writs of habeas corpus, brought by any prisoner 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.

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

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

(d) 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.

31. Access to Courts.
The sending state shall be responsible for providing sufficient legal research materials for the prisoner 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. Whereas the receiving state shall be responsible for providing sufficient legal research materials for the prisoner to be capable of bringing suit before an appropriate court challenging his or her conditions of confinement.

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

33. Community Release
(a) With due regard to the classification of prisoners, as provided in Section 22, 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.

34. Equal Employment Opportunity and Affirmative Action
The party states ascribe to principles of equal employment opportunity and affirmative action, as follows:

Montana
Montana Code Annotated
141
Sections 49-1-101 through 49-4-510

Colorado
C.R.S. Section 24-34-401 et. seq. and 24-50-

35. Applicable Law
Except as otherwise provided by applicable law, prisoners from the sending state, while in the custody of the receiving state pursuant to this Agreement, shall be subject to all laws, regulations, and procedures of the receiving state applicable to persons committed for violation of law of the receiving state which are not inconsistent with the sentence imposed by the sending state.

36. Work Release, Furloughs or Pre-Release Programs
(a) With due regard to the classification of prisoners, the receiving state will afford prisoners of the sending state participation in furlough, minimum, work release, community release, education release or any other pre-release program operated in the receiving state in the same manner as for prisoners of the receiving state, with prior approval by the sending state. Eligibility for furloughs, work release, or other pre-release programs shall be determined in accordance with the applicable laws and regulations of the receiving state.

(b) No prisoner transferred by contracting states under the Interstate Corrections Compact may be placed on a work release program, granted a furlough, or be allowed to participate in pre-release programs by the receiving state without the prior written approval of the sending state.

(c) If a prisoner confined under the terms of this Agreement is approved for participation in one or more of these programs, the terms of such approval shall limit the program to the geographical limits of the receiving state and shall be subject to the relevant procedures of the receiving state subject to recommended limitation(s) by the sending state which limitation(s) are not in violation of those procedures in the receiving state.

Through this agreement, the party states reaffirm the policies set forth in their respective statutes and executive policies, as recited above. However, in mutual recognition of the sovereignty of each, each party state is responsible for its actions only with respect to its own statutes and executive orders, as the case may be, and is not responsible for compliance with such other state's equal employment and affirmative action statutes or policies.

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

Loraine Wodnik, Interim Director
Montana Department of Corrections

Date: 4-7-17

STATE OF COLORADO
DEPARTMENT OF CORRECTIONS

Kellie Wasko, Deputy Executive Director
Colorado Department of Corrections

Date:

APPROVED AS TO FORM:

Legal Counsel
State of Montana
Department of Corrections

Date: 4/5/17

Travis Trani, Director of Prisons
Colorado Department of Corrections

Date: 5-1-17

STATE OF COLORADO

COLORADO DEPARTMENT OF CORRECTIONS

2862 South Circle Drive
Colorado Springs, CO 80906-4195
Phone: (719) 226-4751
Fax: (719) 226-4728
Web: www.doc.state.co.us

John W. Hickenlooper
Governor

Roger Werholtz
Interim Executive Director

RETIREMENT
EXECUTIVE DIRECTOR LETTER REQUEST FORM

EMPLOYEE NAME: ROBERT ORTON

ADDRESS: 208 E. 2ND ST

CITY, STATE, ZIP CODE: FLORENCE, CO 81240

YEARS OF **DOC** SERVICE: 24

DATE OF RETIREMENT: JUNE 30, 2017

SUPERVISOR'S NAME: LT AVERHOFF

DIVISION/FACILITY: CMC / SCC

NAME OF REQUESTER: *Rebecca Chaney*

RETURN LETTER/ COIN TO
NAME: *Rebecca Chaney*
FACILITY: *FMCC*

**** DOC recognition coins will accompany the retirement letter for those employees with over 20 years service ****

Please e- mail requests for an Executive Director letter to:

Amanda McCrae, CCS
E-mail: amanda.mccrae@state.co.us
Phone: 719-226-4341