

**AGREEMENT BETWEEN
THE STATE OF ILLINOIS
AND
THE STATE OF MONTANA
FOR THE IMPLEMENTATION OF THE
INTERSTATE CORRECTIONS COMPACT**

In consideration of the cooperative relationship herewith undertaken in the confinement, care, treatment, and rehabilitation of inmates on an interstate basis and in further consideration of services to be performed and benefits to be derived by each of the parties hereto in the strengthening of their respective correctional programs, the undersigned states of ILLINOIS and MONTANA acting by their duly constituted authorities, and pursuant to and in order to implement the Interstate Corrections Compact do hereby covenant and agree as follows:

Article I. INTERSTATE CORRECTIONS COMPACT

The provisions of the Interstate Corrections Compact, codified in the Illinois Compiled Statutes at 730 ILCS 5/3-4-4 and codified in the Montana Code Annotated 46-19-401 through 46-19-402, are hereby made an integral part of this Agreement and no provision of this contract shall be construed in any manner inconsistent with the historical intent and the provisions of said Compact.

This Agreement depends, at least in part, upon the continued availability of appropriated funds and expenditure authority from the respective state legislatures for the purposes contemplated herein and that this Agreement may be terminated by either party as provided at Article V if either legislature fails to appropriate funds or grant expenditure authority.

Article II. GOVERNING LAW

Except where otherwise provided in this Agreement or required by the Interstate Corrections Compact, the laws, statutes, administrative rules, and regulations of the sending state shall govern in any matter relating to an inmate confined in the receiving state pursuant to this Agreement.

Article III. TERMINOLOGY

All terms defined in the Interstate Corrections Compact and used in this Agreement shall have the same meaning in this Agreement as in said Compact unless otherwise provided. The terms "Sending State" and "Receiving State" shall be construed to include and refer to the appropriate official or agency thereof in each particular case. As used in this Agreement, both Illinois and Montana may function as the sending state or receiving state depending upon the circumstances of the inmate and the exchange.

The term "Institution" shall be construed to include all facilities normally utilized by the respective state correctional agency for the care and custody of inmates but shall not include facilities which are not owned, operated or under the exclusive control of the respective state correctional agency.

The term "Emergency" shall mean a condition or series of circumstances requiring measures to be taken beyond the normal range of operations.

Article IV. DURATION

This Agreement shall enter into full force and effect upon the execution of both parties to the Agreement and shall remain in force until terminated as provided in Article V below.

Article V. TERMINATION

This Agreement may be terminated by written notice of either party. A termination shall become effective ninety (90) days after receipt of said written notice. The sending state shall accept delivery of its inmates at the institution designated by the receiving state in accordance with Article XXIV of this Agreement within a reasonable time after receipt of written notice of termination made by either party.

Article VI. OTHER ARRANGEMENTS UNAFFECTED

Nothing contained in this Agreement shall be construed to abrogate or impair any other agreement or contract for the confinement, rehabilitation or treatment of inmates in effect between one of the party signatories of this Agreement and the federal government, any other state, a governmental subdivision of any other state, or any private entity.

Article VII. MAILING ADDRESS

All notices, reports, billing and correspondence to the respective states signatory to this Agreement shall be sent to the following listed addresses:

For ILLINOIS:

Manager of the Office of the Transfer Coordinator
Illinois Department of Corrections
Interstate Corrections Compacts
1301 Concordia Court, PO Box 19277
Springfield, IL 62794-9277
Telephone: (217) 558-2200

For MONTANA:

Interstate Compact Coordinator
Montana Department of Corrections
Montana State Prison
500 Conley Lake Road
Deer Lodge, MT 59722
(406)-846-1320 x2453

Notwithstanding the forgoing, the parties may give notice that particular correspondence pertaining to specific matters be directed to other appropriate officials and addresses, including electronic delivery. The parties shall comply with such direction without requirement of written modification of this Article VII. Notwithstanding the provisions of this Article VII, unless a particular means of giving notice is specified in this or any other Article of this Agreement, notice of any matter for which one party must give notice to the other shall be deemed as given when the receiving party has actual knowledge of the matter.

Article VIII. RIGHT OF INSPECTIONS

The sending state shall have access, at all reasonable times, to any institution in the receiving state in which inmates of the sending state are confined for the purpose of inspecting the facilities thereof, visiting such of its inmates as may be confined in the institution and verifying that the treatment, care and discipline such inmates have received or are receiving are not incompatible with those the sending state provides. This right of inspection includes the right to visit and privately interview inmates of the sending state confined therein pursuant to this Agreement. This Article does not impose any duty on the sending state to conduct such inspections.

Article IX. APPLICATION

The sending state will submit a separate application to the receiving state for each individual inmate proposed for commitment. Commitment shall be deferred until approved by the receiving state. Said application shall consist of the following, if available:

- A. Full information and all necessary documents relating to the case history;
- B. physical and clinical reports;
- C. judicial and administrative rulings and orders relating or pertaining to the inmate and the sentence or sentences pursuant to which confinement is to be had or to continue; and
- D. reasons for the requested transfer.

Article X. DELIVERY OF INMATE

Upon receipt of the acceptance of the application by the receiving state, the sending state, at its expense, will deliver the inmate to the institution in the receiving state designated by the receiving state, together with the original or duly authenticated copy of his/her commitment, and any other official papers or documents authorizing detention. Whenever there is to be a mutual exchange of inmates between the parties to this Agreement, a simultaneous exchange and delivery of inmates may, upon agreement of the parties, be transacted at a single designated institution in either state in order to minimize transfer expenses incurred.

Article XI. TRANSFER OF FUNDS

Funds due transferred inmates shall be provided by the sending state to be credited to the account of the transferred inmate in the receiving state. Upon the return of the inmate to the sending state, or upon the inmate's release, the receiving state shall provide funds to the sending state in the amount due the inmate at the time of return or release.

The receiving state shall upon the 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 the purpose of restitution or payment of other costs or court orders, and send such funds to the sending state or to another entity as specified by the sending state.

Article XII. RESPONSIBILITY FOR OFFENDERS CUSTODY

It shall be the responsibility of the administration of the institution in the receiving state to confine inmates from a sending state; to give them reasonable and humane care and treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them the programs of training and treatment which are consistent with their individual needs; to retain them in safe custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentences and orders of the committing court in the sending state are faithfully executed. The sending state is responsible for interpreting sentences of the committing courts of the sending state and shall furnish all necessary documents and provide legal advice to the receiving state when necessary. Nothing herein contained shall be construed to require the receiving state or any of its institutions to provide treatment, facilities or programs for any inmate confined pursuant to the Interstate Corrections Compact which it does not provide for similar inmates of the receiving state.

Article XIII. MEDICAL SERVICES

(a) Inmates from the sending state shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health and promote their adjustment as self-supporting members of the community upon release. Unless an emergency is involved, the receiving state shall contact the sending state for advance written authority before incurring medical, psychiatric, or dental expenses for which the sending state is responsible pursuant to Article XIII (b) and (c) of this Agreement. In the event the sending state will not provide the required written authority; the sending state shall be required to

immediately retake the inmate. In an emergency, the receiving state may proceed with the necessary treatment without prior authority; but in every such case, the receiving state shall notify, as soon as thereafter possible, the sending state and furnish full information regarding the nature of the illness, the type of treatment to be provided, and the estimated cost thereof.

(b) When medical, psychiatric or dental care or treatment requires the removal of the inmate from the institution, the inmate shall be removed only after notification to the sending state. In the event of an emergency which does not permit prior notification, the institution shall notify the sending state as promptly thereafter as practicable. All necessary precautions shall be taken to assure the safekeeping of the inmate while he/she is absent from the normal place of confinement. Necessary custodial supervision shall be provided by the receiving state.

(c) Any costs of medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the institution in the receiving state and shall not be chargeable to the sending state if the service is rendered by staff personnel or on-site contract comprehensive health care providers and in regularly maintained facilities operated or utilized by the institution as part of the health or correctional program thereof and if the inmate requires no special services, medication, drugs, equipment, anesthetics, surgery or nursing care in addition to that commonly available on an infirmary basis. The cost of any special services, medication, equipment, surgical, or nursing care provided in emergency circumstances or approved by the sending state, shall be chargeable to the sending state. The receiving state shall bill the sending state for such reimbursement as specified in Article XXVI.

Article XIV. TRAINING OR ASSIGNMENTS

Inmates from the sending state shall be afforded the opportunity and shall be required 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 any such participation (whether as payment, incentive or for any other therapeutic or rehabilitative reason) shall be paid by the receiving state to inmates of the sending state on the same basis as to inmates of the receiving state. Any such inmates of the sending state shall be subject to the regular work discipline imposed upon other inmate participants in the particular program. However, nothing contained herein shall be construed to permit or require any inmate of a sending state to participate in any training, industrial or other work program contrary to the laws of the sending state.

The receiving state shall have the right to dispose of all products produced by an inmate, shall retain all proceeds therefrom, and shall bear all costs of said program.

In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of the inmate's labor and to retain the proceeds of any sale of the inmate's work in accordance with the rules of the receiving state.

Article XV. DISCIPLINE

Inmates in the custody of the receiving state shall be subject to the receiving state's internal rules and regulations governing discipline and disciplinary sanctions; except that any forfeiture of commutation credits shall be determined in accordance with the regulations of the sending state. The receiving state, as agent for the sending state, shall have physical control over and power to exercise disciplinary authority over all inmates from the sending state. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the sending state.

Article XVI. LAWS AND REGULATIONS

While in the custody of the receiving state, inmates shall be subject to all the internal regulations and procedures applicable to persons committed for violations of law of the receiving state which are not inconsistent with any constitutional provisions or with the original sentence imposed.

Article XVII. RECORDS AND REPORTS FROM THE RECEIVING STATE

Within ninety (90) days following the receipt of an inmate from the sending state and, thereafter, at intervals of six (6) months, the receiving state shall furnish the sending state a report giving a summary of the inmate's progress, conduct, and adjustment

since the last report; including a recommendation for retention or return. All such reports shall be forwarded to the sending state.

The superintendent or other administrative head of an institution in which inmates from sending states are confined shall keep all necessary and pertinent records concerning such inmates in a manner agreed upon between the sending and receiving states consistent with the keeping of records in the normal course of business of such institution. During the inmate's continuance in the institution, the sending state shall be entitled to receive, and upon request shall be furnished, with copies of any such record or records. Upon termination of confinement in the institution, the sending state shall receive the complete file of the inmate. But, nothing herein contained shall be construed to prevent the receiving state or any institution thereof from keeping copies of any such record or records upon and after termination of confinement.

No records received from the sending state, whether maintained separately from, commingled with, or incorporated into the records of the receiving state shall be released to, or made available for inspection or copying by any inmate from the receiving state or the representative of such inmate or any other persons during confinement in the receiving state or anytime thereafter without the express written authorization of the sending state. In the event records of the sending state are demanded pursuant to legal proceedings, the receiving state shall notify the sending state immediately and withhold such records pending response from the sending state and shall cooperate in preserving the confidentiality and privileged status of such records unless and until required to release the records pursuant to valid subpoena or court order.

Article XVIII. REMOVAL FROM INSTITUTION

An inmate from the sending state legally confined in any institution of the receiving state shall not be removed therefrom by any person without an approval from the sending state. This provision shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, or psychiatric treatment or to a removal made necessary by fire, flood, earthquake or other catastrophe or condition presenting danger to the safety of the inmate. In case of any removal for such emergency cause, the receiving state shall inform the sending state of the whereabouts of the inmate or inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safe-keeping and custody of such inmate or inmates.

Article XIX. HEARINGS

The receiving state shall provide adequate facilities for a parole, disciplinary or any other hearing by authorities of the sending state to which an inmate may be entitled by the laws of the sending state. Upon the request of the sending state, the authorities of the receiving state will be authorized to and will conduct any such hearings, prepare and submit the record of said hearings, together with any recommendations of the hearing officials, to the officer or officers of the sending state before whom the hearing would have been held if it had taken place in the sending state. The sending state shall provide the receiving state with a copy of its rules and regulations relating to such hearings.

Article XX. INTER-INSTITUTIONAL TRANSFERS

Notwithstanding any provision herein to the contrary, the receiving state may transfer an inmate from one institution under its control to another whenever it deems such action appropriate. Notice of such transfer shall be sent immediately to the sending state. The receiving state shall notify the sending state of its intention to place the inmate on minimum custody status, and shall consider any objections of the sending state to the classification of the inmate to minimum custody status. The final decisions regarding the status of the inmate rests with the receiving state.

The receiving state shall not transfer an inmate to an institution outside of its territorial borders nor shall the receiving state transfer an inmate to a private and/or contractual institution.

Article XXI. ESCAPE

In case any such inmate shall escape from custody in the receiving state that receiving state will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the sending state. The receiving state shall have the primary responsibility and authority for directing the pursuit and retaking of inmates within its own territory. All costs in connection therewith shall be chargeable to and borne by the receiving state. The sending state shall have the responsibility

for initiation of extradition or rendition proceedings in the event the inmate is apprehended in or the escape is to a jurisdiction other than the sending or receiving state. The sending state may delegate its responsibility to the receiving state. Copies of all warrants relative to the escape shall be forwarded to the sending state within five (5) business days of the inmate's escape. Copies of all ongoing reports regarding the escape shall be provided to the sending state as said documentation is generated.

Article XXII. DEATH OF AN INMATE

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 jurisdiction shall be notified. The sending state shall receive copies of any records made in connection with such notification.

The institution in the receiving state shall immediately notify the sending state 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. The sending 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 Article XXII 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. The sending state shall receive a certified copy of the death certificate from the receiving state for any inmates who have died while in the receiving state.

Article XXIII. GRATUITIES AND EXPENSES ATTENDANT UPON RELEASE

The provision of clothing, gratuities, transportation, and any other supplies upon release of an inmate shall be at the expense of the sending state and shall be in accordance with its laws.

Article XXIV. RETAKING OF INMATES

The receiving state will deliver any of said inmates to the proper officials of the sending state upon demand made to the receiving state and presentation of official written authority to receive said inmates. The sending state, at the sending state's own expense, will retake from the receiving state any inmate upon the request of the receiving state within thirty (30) days after receipt of the written request to retake delivered by the receiving state. In case the commitment under which any of said inmates is terminated for any reason, the sending state agrees to accept delivery of the inmate at the institution of the receiving state and, at the sending state's expense, return the inmate to the jurisdiction of the sending state. An inmate may be released within the jurisdiction of the receiving state at the termination of the inmate's commitment by express written agreement of the responsible state agencies.

Article XXV. PHOTOGRAPHING AND PUBLICITY

Institutional or other officials of the receiving state shall not be authorized to release publicity concerning inmates from the sending state except as provided herein. All requests for information regarding inmates of the sending state shall be referred to the sending state. Nothing in this paragraph is intended to prevent the dissemination of public information regarding an inmate that is available through compliance with release of information requested pursuant to the Freedom of Information Act, federal, or state law. Information concerning personal history, times of arrival to, or departure from the receiving or sending state shall not be released. However, information of public record, such as offense and length of sentence or information concerning the escape of an inmate, including identifying photographs, may be given directly to the press by the receiving state. The receiving state may photograph inmates from the sending state as a means of identification for official use only. Photographs and public information about inmates of the sending state may be included on an internet site maintained by the receiving state in the same manner as other inmates of the receiving state. However, photographs and information concerning an inmate shall not be included on or shall be removed from the receiving state's internet site upon request by the sending state.

Article XXVI. COST, REIMBURSEMENT, AND BILLING

In addition to costs and reimbursement required by other provisions of this Agreement, it is intended by both states that the custody costs of inmates transferred under the Agreement shall be offset through the mutual exchange of inmates between the states. There will be no monetary reimbursement if there is an equal exchange of inmates between the states. If an equal exchange of inmates is not maintained, the sending state shall provide future credit for the unequal exchange of inmates or upon agreement of the parties the receiving state will bill the sending state the current per capita cost of the receiving state.

The receiving state will bill the sending state on a quarterly basis. Billing shall include an itemized accounting for charges above and beyond the current per capita cost. Reimbursement shall be made within forty-five (45) days of the receipt of the billing.

Each state shall keep account of the number of inmate days of service provided to inmates transferred from the other state for set of purposes in subsequent exchange actions.

Article XXVII. TRANSPORTATION

Any and all costs of transportation incurred prior to admission to an institution in the receiving state, and transportation at the time of, or as an incident to release or discharge, conditional or otherwise, shall be charged to the sending state.

Article XXVIII. INTERNAL RELATIONS

Nothing in this Agreement shall be construed to affect the internal relationships between or among the party states and their subdivisions, officers, departments or agencies.

Article XXIX. WORK RELEASE, FURLOUGHS OR PRE-RELEASE PROGRAMS

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.

No inmate transferred pursuant to this Agreement 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 review and the prior written approval of the sending state.

If an inmate 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, provided such limitations(s) are not in violation of the procedures of the receiving state.

XXX. COMPLIANCE WITH THE FEDERAL PRISON RAPE ELIMINATION ACT STANDARDS

The Parties to this Agreement agree to adopt and comply with applicable Prison Rape Elimination Act national standards for adult prisons promulgated by the United States Department of Justice at Title 28, Code of Federal Regulations, Part 115.

XXXI. ACCESS TO LEGAL MATERIALS

The sending state shall be responsible for furnishing the inmate access to the sending state's law materials where the same are not available in the institutions of the receiving state.

XXXII. THIRD-PARTY RIGHTS

The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

XXXIII. AMENDMENT AND MODIFICATION

No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal document.

XXXIV. WAIVER

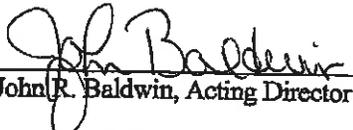
Either party may elect not to enforce its rights and remedies under this Agreement as to a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

XXXV. INTEGRATION AND MERGER

This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically excepted by any other term or provision. There are no conditions precedent to the performance of this Agreement as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Illinois and the State of Montana.

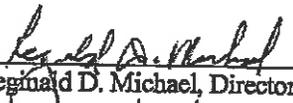
STATE OF ILLINOIS
DEPARTMENT OF CORRECTIONS



John R. Baldwin, Acting Director

Date: 29 SEPT. 17

STATE OF MONTANA
DEPARTMENT OF CORRECTIONS



Reginald D. Michael, Director

Date: 9/22/17