

CONTRACT
INTERSTATE CORRECTIONS COMPACT
BETWEEN THE
STATE OF SOUTH CAROLINA
AND THE
STATE OF MONTANA

This Contract is made and entered into this 16th day of February, 2018, by and between the State of South Carolina and the State of Montana through the Agency Head of its Classification and Movement Department to provide for and facilitate the transfer of inmates from institutions of one State to that of the other, pursuant to, and in order to implement, the Interstate Corrections Compact (S.C. Code of Laws, 24-11-10 et seq).

Section 1 – Interstate Corrections Compact – The provisions of the Interstate Corrections Compact (ICC) are made an integral part of this contract. No provision of this contract shall be construed in any manner inconsistent with the Compact.

Section 2 – Governing Law – Except as otherwise provided by applicable law, inmates from the sending state, while in the custody of the receiving state pursuant of this Contract, shall be subject to all laws and regulations 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.

Section 3 – Terminology – All terms defined in the Compact and used in this contract shall have the same meaning in this contract as in the Compact.

“Institution” means any facility normally utilized by the respective State correctional agency for the care and custody of inmates whether or not such facilities are owned, operated or under the exclusive control of the respective State correctional agency.

“Sending State” means a state party to the Compact in which conviction or court commitment was had.

“Receiving State” means a state party to the Compact to which an inmate is sent for confinement other than a state in which conviction or court commitment was had.

Section 4 – Duration – This Contract shall enter into full force and effect upon the last date of signature below, and shall be automatically renewed unless terminated as provided in Section 5 below. It may be renewed by the party states under such terms and conditions and for such additional period as they may determine.

Section 5 – Termination – This agreement may be terminated by notice of either party. That termination shall become effective ninety (90) days after receipt of said notice. Within a reasonable time of receipt of said notice, the sending state shall accept delivery of its inmates at the institution designated by the receiving state.

Section 6 – Other Arrangements Unaffected – Nothing contained in this Contract shall be construed to abrogate or impair any agreement or contract for the confinement, rehabilitation or treatment of inmates now in effect between the parties to this Contract.

Section 7 – Mailing Addresses – All notices and correspondence to the respective states to this Contract shall be sent to the following:

Bryan P. Stirling, Director

Joette D. Scarborough, Division Director
Classification and Inmate Records
Post Office Box 21787
Columbia, South Carolina 29221

Email: Scarborough.joette@doc.sc.gov

Section 8 – Application – The sending state will submit a separate application to the receiving state for each individual inmate proposed for commitment.

The application shall consist of the following: Full information and all necessary documents relating to the case history, physical and clinical record, judicial and administrative rulings, orders relating or pertinent to the inmate, the sentence or sentences pursuant to which confinement is to be had or to continue, reasons for the requested transfer, identification data, photographs, fingerprints, waiver and consent in the event of a voluntary transfer, and findings and order in the event of an involuntary transfer.

Section 9 – Delivery of Inmate – Upon receipt of the acceptance of the application, 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 a duly authenticated copy of the inmate's commitment, and any other official papers or documents authorizing detention. Whenever there is to be a mutual exchange of inmates between the parties of this contract, the authorities of one of the states may act as the agent of the other state for purposes of transferring its inmates so that the expenses to both states may be minimized.

Section 10 – 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 release, the receiving state shall provide funds in the amount due the inmate at the time of return or release.

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

Section 11 – Responsibility for Offender Custody – Upon delivery of an inmate, the receiving state shall do the following or ensure that the following is done: confine the inmate; give the inmate care and treatment, including the furnishing of all necessary medical and hospital services or supplies; provide for the inmate's physical needs; make available to the inmate training and treatment programs consistent with the inmate's needs and the receiving state's resources; retain the inmate in safe custody; supervise the inmate; maintain proper discipline and control over the inmate; make certain the inmate receives no special privileges; and faithfully execute the sentences and orders of the committing court in the sending state.

Nothing in the Contract shall be construed to require the receiving state or any of its institutions to provide treatment, facilities or programs for the inmate confined pursuant to the Contract which it does not provide for similar inmates not confined pursuant to this Contract.

Section 12 – Medical Services – Inmates from the sending state shall receive such medical, psychiatric and dental services and treatment as may be necessary to safeguard their health. The costs of such medical, psychiatric or dental services and treatment shall be considered normal costs incidental to the operation of the institution in the receiving state if:

- 1) the service is rendered by staff personnel or on-site contract comprehensive healthcare providers; and
- 2) in regularly maintained facilities operated or utilized by the institution as part of the health or correctional program thereof; and
- 3) if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly available on an infirmary basis.

The costs of any special services, medication, equipment, surgery, or nursing care shall be reimbursed to the receiving state by the sending state.

Unless an emergency is involved, the receiving state shall contact the sending state for advance authority in writing before incurring medical, psychiatric, or dental expenses for which the sending state is responsible under the terms of this Contract. In the event the sending state and the receiving state cannot agree on the need for incurring such expenses, the sending state shall be required to retake the inmate as soon as is possible. In an emergency, the receiving state may proceed with the necessary treatment without prior authorization, but in every such case, the receiving state shall notify the sending state immediately and furnish full information regarding the nature of the illness or injury, the type of treatment to be provided, and the estimated cost thereof.

When medical, psychiatric or dental care requires the removal of the inmate from the institution, the inmate shall be removed only after obtaining prior written approval from the sending state. In the event that an emergency does not permit prior written approval, 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 absent from the normal place of confinement. Necessary custodial supervision shall be provided by the receiving state.

Inmates from the sending state shall be subject to the co-payment provisions for medical care of the receiving state.

Section 13 – Training or Employment – Inmates from the sending state shall be afforded the opportunity and shall be required to participate in educational and rehabilitation 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 to inmates of the sending state on the same basis as to inmates of the receiving state. Inmates of the sending state shall be subject to the regular work discipline imposed upon other inmate participants in the particular program. This contract shall not be construed to permit or require any inmate of a sending state to participate in 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 hobbycraft programs, the product of the inmate's labor and the proceeds of any sale of the inmate's work shall be handled in accordance with the rules of the receiving state.

Section 14 – 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. However, nothing in this Contract shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the sending state.

Section 15 – Records and Reports from Receiving State – Within ninety (90) days following the receipt of an inmate from the sending state, the receiving state shall furnish an admission classification report outlining the inmate's social background, medical, psychiatric, education, and vocational findings, and indicating the institutional program which has been recommended. Thereafter, semi-annually, the receiving state shall furnish the sending state a report giving a summary of the inmate's progress 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 records concerning such inmates in a manner consistent with the keeping of records in the normal course of the 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.

Section 16 – Removal from Institution – An inmate from the sending state legally confined in the institutions of the receiving state shall not be removed therefrom by any person without an order from the sending state. This subdivision 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 imminent danger to the safety of the inmate. In the 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 safekeeping and custody of such inmate or inmates.

Section 17 – Hearings – The receiving state shall provide adequate facilities for any 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.

Section 18 – 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.

Section 19 – Escape – If an inmate escapes 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 for authority to direct the pursuit and retaining of inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by the receiving state.

Section 20 – Death of 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 at or 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. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by the sending state. The sending and receiving states may arrange to have the receiving state take care of the burial 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.

The sending state shall receive a certified copy of the death certificate for any of its inmates who have died while in the receiving state.

Section 21 – Gratuities and Expenses Attendant Upon Release – The provision of clothing, gratuities 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, regulations, and policies.

Section 22 – 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 inmate.

The sending state will retake any inmate, upon request of the receiving state, within thirty (30) days after receipt of the request to retake.

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 its expense, return the inmate to the jurisdiction of the sending state. However, by agreement among the sending and receiving states and the inmate, at the termination of the inmate's confinement by reason of discharge, conditional or otherwise, the inmate may be released within the jurisdiction of the receiving state.

Section 23 – Photographing and Publicity – Institutional or other officials of the receiving state shall not be authorized to release publicity concerning inmates from the sending state. They shall not release personal histories or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates without the express written permission and upon the request of the inmate. Requests for information regarding inmates of sending states shall be referred to the sending state. However, information of public record, such as sentence data or information concerning the escape of an inmate 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; however, photographs of an inmate may be disseminated to appropriate law

enforcement officials and to the press in the event of an escape from the institution of the receiving state by such inmate.

Section 24 – 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. The sending state and receiving state shall agree to all such costs prior to any transport.

Section 25 – Responsibility for Legal Proceedings – The sending state shall undertake to defend against all actions or proceedings relating to legality of detention, sentences, transfer procedures and alleged prejudice due to the incarceration in another state. The receiving state shall be reimbursed for expenses it may incur in connection therewith.

The receiving state shall undertake to defend against all actions or proceedings relating to conditions of confinement or other cause of action which may accrue to the inmate based upon occurrences in or through the alleged fault of the receiving state. The sending state shall be reimbursed for expenses it may incur in connection therewith.

Each state undertakes and acknowledges responsibility for making each other party state whole insofar as the obligations imposed by this Contract.

Section 26 – Internal Relations – Nothing in this Contract shall be construed to affect the internal relationships between or among the party states and their subdivisions, officers, departments, or agencies.

Section 27 – Prison Rape Elimination Act (PREA) – An Agency with which the SC Department of Correction contracts for confinement of its inmates shall adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (PREA) and permit the SC Department of Corrections to monitor this aspect of the contract to ensure compliance with the PREA standards.

Section 28 – Drug-free Workplace – By signing this contract, Contracting Party certifies that they will comply with all applicable provisions of The Drug-free Workplace Act, South Carolina Code of Laws Section 44-107-10 et seq., as amended.

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

STATE OF MONTANA


Reginald D. Michael, Director

STATE OF SOUTH CAROLINA


Bryan F. Stirling, Director

Date

6/11/18

Date

4/23/18