

**CONTRACT BETWEEN  
STATE OF WYOMING, DEPARTMENT OF CORRECTIONS  
AND  
STATE OF MONTANA, DEPARTMENT OF CORRECTIONS**

1. **Parties.** The parties to this Contract are the State of Wyoming, Department of Corrections (Wyoming), the address of which is 1934 Wyott Drive, Suite 100, Cheyenne, WY 82002, and the State of Montana, Department of Corrections (Montana), the address of which, for the purpose of this Contract, is: Montana State Prison, Attention: Interstate Compact Coordinator, 400 Conley Lake Road, Deer Lodge, MT 59722.
  
2. **Purpose of Contract.** The purpose of this Contract is to establish the terms under which inmates from one party state will be confined in a correctional institution of the other. Montana and Wyoming (parties) enter into this Contract for the confinement, care, treatment, and rehabilitation of inmates on an interstate basis. The State of Montana, by and through its Department of Corrections, and the State of Wyoming, by and through its Department of Corrections, enter into this Contract pursuant to, and in order to implement the provisions of, the statutory authority provided by:

Montana: Montana Code Annotated 46-19-401 through 46-19-402  
Wyoming: Wyo. Stat. § 25-1-105(e)

The parties intend this Contract to replace older agreements or contracts between the parties as of the date when all parties have executed this Contract and all required approvals have been granted (Effective Date). To the extent that the parties have provided or continue to provide correctional services for each other, this Contract will govern the terms and conditions under which such services are rendered, but will not otherwise abrogate or impair any prior agreement, arrangement, or contract. Nothing contained in this Contract shall be construed to abrogate or impair any other agreement or contract for the confinement, rehabilitation, or treatment of inmates now in effect between one of the party signatories to this Contract and any other state.

3. **Definitions.**
  - A. **Emergency.** A medical, psychiatric, or dental condition that is of an immediate, acute, or urgent nature, which without care (1) would cause rapid deterioration of the inmate's health or significant irreversible loss of function or (2) may be life threatening.
  
  - B. **Emergency Health Services.** Health services that cannot routinely be performed at the medical facilities of the institution, and that without care (1) would cause rapid deterioration of the inmate's health or significant irreversible loss of function or (2) may be life threatening.
  
  - C. **Inmate.** A male or female offender who is committed, under sentence to, or confined in a penal or correctional institution.

- D. **Institution.** Any facility in which inmates may be lawfully confined, including those normally utilized for the care and custody of inmates, whether or not such facility is owned, operated, or under the exclusive control of the respective state agency.
- E. **Inmate Man Day.** Inmate man day payment comprises the equivalent of one inmate, for one day in custody.
- F. **Ordinary Health Services.** Health services rendered routinely at the medical facilities of the institution and are provided for other than emergency medical, psychiatric, or dental conditions.
- F. **Sending State.** A state party to this Contract from which the inmate is transferred. As used in this Contract, either Montana or Wyoming may function as the sending or receiving state, depending upon the circumstances of the inmate and the exchange. Sending state shall be construed so as to include and refer to the appropriate official or agency of the sending state.
- G. **Receiving State.** A state party to this Contract to which an inmate is sent for confinement other than a state in which conviction or court commitment was had. As used in this Contract, either Wyoming or Montana may function as the sending or receiving state, depending upon the circumstances of the inmate and the exchange. Receiving state shall be construed so as to include and refer to the appropriate official or agency of the receiving state.

- 4. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date), and shall remain in full force and effect until terminated by either party.

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.

- 5. **Termination of Contract.** This Contract may be terminated by providing advance written notice to the other party. Termination by notice will become effective ninety (90) days after receipt of the notice of termination. Within a reasonable time after receipt of notice of termination, the sending state will, at its expense, provide for the return of the inmates to the sending state or for the transfer of the inmates to another institution.

Termination by one party terminates the entirety of this Contract. Upon termination, each party will: (1) accept return of its inmates as provided above; and (2) facilitate return of the sending state's inmates in the institutions of the receiving state, at the expense of the sending state.

- 6. **Payment.**

- A. The parties intend that inmates transferred pursuant to this Contract will be on an inmate-for-inmate exchange. When there is an inmate-for-inmate exchange, the parties will not impose costs upon the other party for normal inmate maintenance, including food, clothing, housing, education, programming, or ordinary health services.
- B. When an inmate-for-inmate exchange is not possible, or when one state removes an inmate from the other state and the other state does not remove one of its inmates, the expenses incurred for normal inmate maintenance will be calculated on an inmate man day basis except as otherwise provided in this Contract.
  - i. These expenses will be reimbursed in the form of credit, or inmate man days, for a future inmate transfer.
  - ii. Other expenses incurred that are not deemed normal inmate maintenance nor incidental to the operation of the institution, including transportation to and from the sending and receiving states and certain health care costs identified in this Contract, will be calculated and reimbursed as is otherwise provided by this Contract.
  - iii. The sending state shall not be responsible for any costs incurred by the receiving state due to negligence of the receiving state.

**7. Responsibilities of the Parties.**

- A. Subject to the terms and conditions of this Contract and in accordance with any and all applicable state laws, the receiving state shall provide for the confinement, supervision, and management of inmates of the sending state within institutions of the receiving state on the same basis as a similarly situated inmate of the receiving state.
- B. The receiving state shall provide the necessary care and treatment of inmates transferred pursuant to this Contract including, but not limited to, food, clothing, appropriate housing, education, and programming that is normally provided to similarly situated inmates of the receiving state with similar needs.
- C. The receiving state shall provide all necessary routine healthcare for inmates transferred pursuant to this Contract.
- D. The receiving state shall provide safe, supervised confinement and maintain proper discipline and control of inmates transferred pursuant to this Contract.
- E. The contracting parties shall adopt and comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), pursuant to The Act, and permit the parties to monitor this aspect of the contract to ensure compliance with PREA.

- F. The receiving state shall faithfully execute the sentences and orders of the committing courts for inmates transferred pursuant to this Contract and provide for the procedures and rights of said inmates as articulated herein and in accordance with all applicable law.

**8. Special Provisions.**

**A. Treatment of Inmates.**

- i. All inmates who may be confined in an institution pursuant to the provisions of this Contract shall be treated in a reasonable and humane manner and shall be cared for and treated equally with such similarly situated inmates of the receiving state as may be confined in the same institution. The fact of confinement in a receiving state shall not deprive any inmate so confined of any legal rights which said inmate would have if confined in an appropriate institution of the sending state.
- ii. An inmate confined pursuant to the terms of this Contract shall have the same right of access to, and participation in, judicial process as an inmate would if confined in any appropriate institution within the sending state.
- iii. The parent, guardian, trustee, or other person or persons entitled under the laws of the sending state to act for, advise, or otherwise function with respect to any inmate shall not be deprived of or restricted in his exercise of any power in respect of any inmate confined pursuant to the terms of this Contract.

**B. Right of 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 purposes of inspecting the facilities thereof, visiting such of its inmates as may be confined in the institution, verifying that the institution maintains standards of care and of discipline not incompatible with those of the sending state, and verifying that all inmates therein are treated fairly, equally, and with due regard for their legal rights.

**C. Application.** The sending state shall submit a separate application to the receiving state for each individual inmate proposed for confinement. Confinement 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. Said application shall consist of the following:

- i. Complete information and documentation related to the case history including but not limited to classification scores, disciplinary history, and the pre- or post- sentence investigation report;
- ii. Physical and clinical records;

iii. 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

iv. Reason or reasons for the requested transfer.

**D. Delivery of Inmates.** Confinement 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. Upon receipt of the approval 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, any other official papers or documents authorizing detention, parole summaries, institutional disciplinary history, and Pre-Sentence Investigation. Whenever there is to be a mutual exchange of inmates between the parties to this Contract, the authorities of one of the states may act as the agent of the other state for the sole purpose of transferring its inmates so that the expense to both states may be minimized.

**E. Transfer of Inmate Funds.** Funds due to 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 to the sending state 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 another entity as specified by the sending state.

**F. Responsibility for Offender's Custody.**

i. It shall be the responsibility of the administration of the institution in the receiving state to: confine inmates from a sending state in conformity with all applicable laws; give them reasonable and humane care and treatment, including furnishing of subsistence and all necessary medical and hospital services and supplies; provide for their physical needs; make available to them the programs of training and treatment which are 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.

- ii. The sending state shall be responsible for interpreting sentences of the committing courts of the sending state, shall furnish all necessary documents pertaining to the inmate, and provide advice (limited to issues specific to the inmate and the sentence) to the receiving state when necessary.
- iii. The sending state shall be responsible for furnishing the inmate access to the sending state law materials where the same are not available in the institution of the receiving state.
- iv. 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 this Contract which it does not provide for similarly situated inmates of the receiving state.

**G. Medical Services.**

- i. 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.
- ii. Except in event of emergency, 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 section 6 of this Contract. In the event the sending state will not provide the required written authorization, the sending state shall be required to retake the inmate within thirty (30) days of the date authorization is refused. 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 within seventy-two (72) hours, including weekends and holidays, and furnish full information regarding the nature of the condition, the type of treatment provided, and the estimated cost thereof. Except in an emergency, the sending state may, at its option, retake the inmate to its jurisdiction for the required medical, psychiatric, or dental treatment.
- iii. 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 Interstate Coordinator or designee shall notify the sending state within seventy-two (72) hours, including weekends and holidays. All necessary precautions shall be taken to assure the safekeeping of the inmate while he is absent from the normal place of confinement. If hospitalization requiring custodial supervision extends beyond seventy-two (72) hours including holidays and weekends, the sending state is obligated to reimburse the receiving state for costs of providing such custodial supervision beginning on the seventy-third (73)

hour of hospitalization. Necessary custodial supervision shall be provided by the sending state if the inmate is to be returned to the sending state for medical services.

- iv. Any cost of medical, psychiatric, or dental service shall be considered normal costs incidental to the operation of the institution in the receiving 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 medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly available on an infirmary basis. The cost of any services rendered off-site, and of any special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly available on an infirmary basis shall be chargeable to the sending state.

**H. Training or Employment.**

- i. 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 such participation (whether payment, incentive, or for 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. 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 contrary to the laws of the sending state.
- ii. Except as is otherwise provided herein, the receiving state shall have the right to dispose of all products produced by any inmate, shall retain all proceeds therefrom, and shall bear all costs of said program.
- iii. In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of his labor and to retain the proceeds on any sale of his work in accordance with the rules of the receiving state.

**I. 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 or good time credits shall be determined in accordance with the regulations of the sending state.

**J. Laws and Regulations.** While in the custody of the receiving state, inmates shall be subject to the same laws and internal regulations and procedures applicable to

persons committed to a term of incarceration in the receiving state which are not inconsistent with any constitutional provisions or with the original sentence imposed.

**K. Records and Reports from Receiving State.**

- i. The receiving state shall provide reports on a semi-annual interval from the date of receipt of the inmate, to the sending state on each inmate transferred pursuant to this Contract including a conduct record of the inmate. The receiving state shall certify said conduct record of the inmate to the official designated by the sending state, in order that: (1) each inmate may have the benefit of official review of his or her record in determining and/or altering the disposition of said inmate in accordance with the law which may apply in the sending state, and (2) the same may be a source of information for the sending state.
- ii. Within ninety (90) days following the receipt of an inmate from the sending state the receiving state shall furnish the sending state an admission classification report outlining the inmate's background; findings related to the inmates medical and mental health, educational status, vocational needs or interests, and any other assessment information or staff recommendations; and indication of the institutional program which has been recommended, to the extent permitted under applicable law. Thereafter, the receiving state shall provide the sending state with a semi-annual report giving a summary of the inmate's progress, conduct, and adjustment, including a recommendation for retention or retaking.
- iii. The Superintendent, Warden, or other administrative head of an institution in the receiving state in which inmates from the sending states are confined, shall keep necessary and pertinent records concerning such inmates in accordance with standard record keeping practices of the receiving state. In the event specific records are required to be kept confidential, the sending state shall advise the receiving state of the specific records requiring confidentiality, and the receiving state shall ensure the records are kept confidential in accordance with their accepted practice. During the inmate's confinement 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. Records of an inmate from the sending state are the property of the sending state, and upon termination of the confinement in the receiving state institution, the sending state shall receive the complete file of the inmate. Nothing herein contained shall be construed to prevent the receiving state or any institution thereof from keeping copies of any such record upon and after termination of confinement.

- L. Removal from Institution.** An inmate from the sending state legally confined in an institution of the receiving state shall not be removed by any person without

prior written approval from the sending state. This provision shall not apply to an emergency necessitating the immediate removal of the inmate for medical, psychiatric, or dental 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 case of removal made necessary by fire, flood, earthquake, or other catastrophe or condition presenting imminent danger to the safety of the inmate, the receiving state shall notify the sending state of the whereabouts of the inmate or inmates so removed and the reason for the removal within seventy-two (72) hours, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates. All notifications for medical, psychiatric, or dental emergency causes will be made pursuant to the procedures in section 8(G) of this Contract.

**M. Hearings.**

- i. The receiving state shall provide adequate facilities, subject to their staffing and availability, required for the sending state to conduct hearings remotely.
- ii. Inmates from the sending state, while in the custody of the receiving state pursuant to this Contract shall be subject to all of the provisions of law and regulations of the receiving state applicable to persons committed for violations of law of the receiving state not inconsistent with the sentence imposed by the sending state. However, the fact of confinement in the receiving state shall not deprive the inmates so confined of the legal rights which they would have had if confined in an institution of the sending state.

**N. Inter-Institutional Transfers.** Notwithstanding any provisions 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, including the reason for such transfer, shall be sent as soon as practical. The receiving state shall not transfer an inmate to an institution outside of its territorial borders. The receiving state shall provide notice to 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 decision regarding the custody status of the inmate rests with the receiving state.

**O. Escape.**

- i. If an inmate from the sending state escapes from the custody of 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.

- ii. 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.
- iii. Copies of all warrants relating to the escape shall be forwarded to the sending state within five (5) working 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.
- iv. 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.

**P. Death of an Inmate.**

- i. In the event of the death of an inmate from a sending state, the medical examiner, coroner, or other officials 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.
- ii. 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.
- iii. 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 provide for 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.
- iv. The sending state shall receive certified copy of the death certification for any of its inmates who have died while in the receiving state.

**Q. Retaking of Inmates.**

- i. 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 thereto for transfer to a prison or other institution within the sending 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.

- ii. The receiving state shall deliver any inmate(s) 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(s). Any decision of the sending state with respect to any matter over which it retains jurisdiction pursuant to this Contract shall be conclusive upon and not reviewable within the receiving state, except as otherwise provided herein. All costs incurred in such delivery will be the responsibility of the sending state.
- iii. Except as otherwise provided in this Contract, within thirty (30) days after receipt of a written request of the receiving state to retake any inmate, the sending state shall retake from the receiving state such inmate at its own expense.
- iv. Notwithstanding paragraph ii of 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 without the consent of the receiving state until discharged from prosecution or other form of proceeding, imprisonment, or detention for such offense.

**R. Release.**

- i. 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, the sending state, and the receiving state agree upon release in some other place. The sending state shall bear the cost of such return to its territory.
- ii. If the commitment of 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 the inmate to the jurisdiction of the sending state.
- iii. An inmate may be released within the jurisdiction of the receiving state at the termination of his commitment by express written agreement of the responsible state agencies in the receiving and sending states.

- iv. 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.

**S. Work Release, Furloughs, or Pre-Release Programs.**

- i. Eligibility for furloughs, work release, or other programs shall be determined in accordance with the applicable laws and regulations of the receiving state, and in the same manner as similar inmates of the receiving state in the same institution.
- ii. No inmate transferred pursuant to this Contract 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. The sending state may withdraw the approval at any time.
- iii. If an inmate confined under the terms of this Contract is approved by the sending state for participation in one or more of these programs, the terms of such approval shall limit the program to the territorial borders of the receiving state and shall be subject to the relevant procedures of the receiving state, and subject to recommended limitation(s) by the sending state so long as such limitation(s) are not in violation of those procedures in the receiving state.

**T. Photography and Publicity.**

- i. 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. Information concerning times of arrival to or departure from the receiving or sending state shall not be released. However, information deemed a public record by the laws in either the sending or receiving state, 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 and the public at large by the receiving state. The receiving state may photograph inmates from the sending state as a means of identification for official use only and in the same manner as other inmates of the receiving state.
- ii. Photographs and public information about inmates of the sending state may be included on an Internet web-site maintained by the receiving state in the same manner as other inmates of the receiving state, provided there is no law prohibiting a specific inmate or crime from appearing on a public web-site in the sending state. Inmates from the sending state in protective custody or those whose crime prohibits public display in the sending state will not be placed on the receiving state's Internet web-site.

- iii. Pursuant to N.J.S.A. 47:1A-1, et seq., Montana has an Open Public Records Act (OPRA). Nothing contained in this contract shall preclude Montana from complying with OPRA unless there is a specific statute in the sending state in contravention of the disclosure requirements of OPRA.
  - iv. Nothing contained in this Contract shall preclude Wyoming from complying with the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 through -205, or the Wyoming Criminal History Records Act, Wyo. Stat. § 7-19-101 through -109, unless there is a specific statute in the sending state exempting the disclosure of such record in contravention of the disclosure requirements in either act.
- U. 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, unless otherwise stated in this Contract. In the event of an inmate-for-inmate exchange, the sending and receiving states may share equally the transportation costs for placement in the other state. The sending and receiving state shall agree to all such costs prior to any transport.
- V. 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.
- W. Access to Courts.** 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. 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.

**9. General Provisions.**

- A. Amendments.** No alterations or variations to this Contract shall be valid unless made in writing executed and signed by the parties. Amendments to this Contract shall be accomplished through a formal document.
- B. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. Neither party shall use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the other party.

- C. Audit/Access to Records.** The sending and receiving states and their representatives shall have access to any books, documents, papers, electronic data and records that are pertinent to this Contract.
- D. Availability of Funds.** 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 states at the end of the period for which the funds are available. The terminating state shall notify the non-terminating 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.
- E. Compliance with Laws.** 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.
- F. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the parties in the performance of this Contract shall be kept confidential by the parties unless written permission is granted by both parties for its release. Except for public information subject to Section 8.T., above, if and when either party receives a request for information subject to this Contract, it shall notify the other party within ten (10) days of such request and not release such information to a third party unless directed to do so by the other party.
- G. Construction and Severability.** The provisions of this Contract shall be liberally construed and shall be severable. If any phrase, clause, sentence or provisions of this Contract is declared to be contrary to the constitution of any participating state or of the United States or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Contract and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby. The parties may renegotiate the terms affected by any such severance.
- H. Entirety of Contract.** This Contract, consisting of eighteen (18) pages represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- I. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

Any extension of this Contract shall accomplished through a written amendment between the parties entered into before the expiration of the original Contract or

any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

- J. Federal and Other Aid.** Any state party to this Contract may accept aid from the federal government and/or other sources for use in connection with any institution or program, the use of which is or may be affected by this Contract. Any inmate in a receiving state pursuant to this Contract may participate in any such program or activity for which the sending and receiving states have made contractual provision, provided that if such program or activity is not part of the customary correctional regimen, the receiving state shall first obtain the express written consent of the sending state.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. Indemnification.** 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.
- M. Nondiscrimination.** Each party to this Contract shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and 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.
- N. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, or delivery in person at the addresses provided under this Contract. The parties will promptly inform and update the other of any changes to their addresses.

Wyoming:  
Supervisor of Interstate Matters  
Wyoming Department of Corrections  
1934 Woyott Drive, Suite 100  
Cheyenne, WY 82002

Montana:  
Interstate Compact Coordinator  
Montana Department of Corrections  
Montana State Prison  
400 Conley Lake Road  
Deer Lodge, MT 597225

**O. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**P. Responsibility for Legal Proceedings.** Except as herein provided, the sending state is not responsible for defending actions or proceedings involving alleged wrongdoing by employees of the receiving state.

The sending state shall undertake to defend any action or proceeding involving the legality of detention, sentences, transfer procedures and alleged prejudice due to incarceration in another state.

The receiving state shall undertake to defend against all actions or proceeding related 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.

**Q. Sovereign Immunity and Limitations.** The State of Wyoming and its Department of Corrections do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Likewise, the State of Montana and its Department of Corrections do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**R. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions

of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

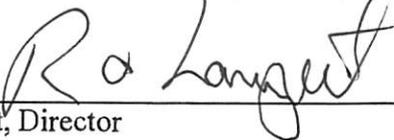
- S. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- T. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- U. Waiver.** Either party may elect not to enforce its rights and remedies under this contract as to a breach by the other party of any term or condition of this Contract. In any event, the failure by either party to enforce its rights and remedies under this Contract shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this contract.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

10. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

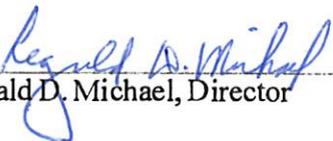
The Effective Date of this Contract is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF CORRECTIONS**

  
\_\_\_\_\_  
Robert O. Lampert, Director

9/11/17  
Date

**STATE OF MONTANA, DEPARTMENT OF CORRECTIONS**

  
\_\_\_\_\_  
Reginald D. Michael, Director

9/5/17  
Date

**WYOMING ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Margaret A.R. Schwartz, Assistant Attorney General

August 9, 2017  
Date

**MONTANA LEGAL COUNSEL: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Colleen E. Ambrose, Chief Legal Counsel

8/31/17  
Date