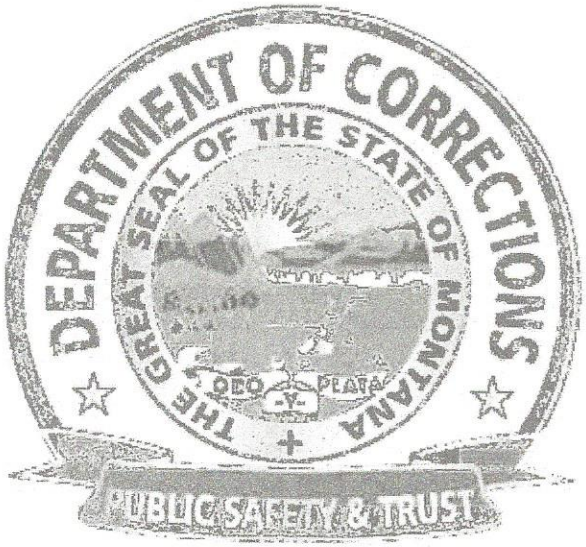

AGREEMENT

Between

THE STATE OF MONTANA

And

THE STATE OF UTAH

Pursuant to the

INTERSTATE CORRECTIONS COMPACT

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AGREEMENT

Between

THE STATE OF MONTANA

And

THE STATE OF UTAH

Pursuant to the

INTERSTATE CORRECTIONS COMPACT

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

Montana:	Montana Code Annotated 46-19-401 through 46-19-402
Utah:	U.C.A. 1953, 77-28a-1 to 77-28a-5

Do hereby covenant and agree as follows:

1. Interstate Corrections Compact

The provisions of the Interstate Corrections Compact, Montana Code Annotated Sections 46-19-401 through 46-19-402 and Utah U.C.A. 1953, 77-28a-1 to 77-28a-5 respectively, are incorporated by reference herein and made a part hereof and no provision of this Agreement will be construed in any manner inconsistent with such Compact.

2. Terminology

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

3. Agreement

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

(b) Except for the extraordinary expenses of medical care in excess of normal maintenance, as provided in Section 14., the party states expect that exchanges of prisoners will be mutual and balanced and, except as provided, at no further cost to either state. The party states recognize

that, from time to time, the ratio may be unbalanced in favor of one or the other. The party states will account for such temporary imbalances by reciprocal services in-kind.

4. Duration
This Agreement is effective when executed by the party states and approved by counsel. This Agreement will run until terminated in accordance with the provision located at Paragraph 6

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

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

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

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

NOTICE TO MONTANA:
Billie Reich, Interstate Compact Coordinator
Montana Department of Corrections
Montana State Prison
400 Conley Lake Road
Deer Lodge, MT 59722
Phone: (406) 846-1320 x2429
Email: breich@mt.gov

NOTICE TO UTAH:
Annie Hobbs, Classification Review Officer
Utah Department of Corrections
14717 South Minuteman Drive
Draper, UT 84020
Phone: (801) 545-5740
Email: ahobbs@utah.gov

9. Inspection
The sending state may inspect, at all reasonable times, any institution of the receiving state in which prisoners of the sending state are or may be confined, to determine if that institution maintains standards of care and discipline not incompatible with those of the sending state, and

that all prisoners therein are treated equitably, regardless of race, religion, color, creed, or national origin.

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

11. Severability and Integration
This contract, consisting of 9 pages, constitutes the entire agreement between the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties. If any provision is determined to be void, that provision shall be deleted and all remaining provisions shall remain in effect.

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

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

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

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

(d) reasons for the requested transfer.

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

13. Prison Rape Elimination Act (PREA)
The parties hereby agree that each will adopt and comply with the requirements of the national standards of PREA, as set forth in CFR 115, and as more specifically required by 28 CFR 115.12, in facilities where inmates exchanged under this Agreement will be confined, and that each party shall permit the other party reasonable access to its facilities, records, inmates, and employees in order to monitor the other party's compliance with said national standards.

14. Indemnity and Liability
Each party expressly assumes the risk of harm as a result of transfers under this agreement. Where liability is apportioned between the parties, each party shall be responsible for that proportion assigned.

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

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

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

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

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

(c) In an emergency, the receiving state may make appropriate arrangements for emergency medical treatment which exceeds normal maintenance for prisoners of the sending state in the same manner as it would make such an arrangement for its own prisoners, without first obtaining the approval of the sending state. The receiving state will notify the sending state as soon thereafter as is practicable.

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

19. Training and Employment

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

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

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

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

20. Discipline

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

21. Reports and Records

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

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

22. Classification

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

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

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

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

23. Removal from Receiving State

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

24. Hearings

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

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

25. Inter-Institutional Transfers

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

26. Escape

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

27. Death of a Prisoner

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

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

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

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

28. Retaking of Prisoners

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

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

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

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

29. Public Information and Publicity

(a) *Public Information.* The receiving state may release any non-exempt public record information which it possesses regarding prisoners of the sending state. The receiving state will not release public record information which is exempt from public disclosure or any non-public record information which it possesses regarding prisoners of the sending state. The receiving state will refer to the sending state requests for public information which it does not possess, public record information which may be exempt from public disclosure pursuant to the laws of the sending state and non-public information.

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

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

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

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

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

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

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

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

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

32. 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.

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

34. Community Release

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

35. Equal Employment Opportunity and Affirmative Action

The party states ascribe to principles of equal employment opportunity and affirmative action, as follows:

Montana	Montana Code Annotated Sections 49-1-101 through 49-4-510
Utah	U.C.A. 1953, 77-28a-1 to 77-28a-5

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

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

STATE OF MONTANA
DEPARTMENT OF CORRECTIONS

Reginald D. Michael, Director
Montana Department of Corrections

Date: 8/31/18

STATE OF UTAH
DEPARTMENT OF CORRECTIONS

Mike Haddon, UDC Executive
Director Utah Department of
Corrections

Date: 9.6.18

APPROVED AS TO FORM:

Legal Counsel
State of Montana
Department of Corrections

Date: Aug. 28, 2018