

1.1.B.2 Inmate Accounts and Financial Responsibility

I Policy Index:



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II Policy:

The Department of Corrections (DOC) may promulgate rules, policies and procedures to establish, maintain and manage inmate accounts, pursuant to SDCL §§ 1-15-20, 1-15-21 and 24-2-1. The DOC will accurately account for, manage and administer inmate funds and transactions through the Inmate Banking System. The management of funds shall be in accordance with accepted accounting practices and procedures.

III Definitions:

Inmate Financial Responsibility (IFR):

Inmates are responsible for financial obligations incurred prior to incarceration, during incarceration and while on parole supervision, and obligations carried forward upon discharge from the DOC.

Fixed Obligations:

1. A fixed obligation is documented court ordered restitution, fines, attorney fees, court fees, child support, costs of incarceration and costs incurred, as assessed by the DOC.
2. Fixed obligations may be incurred or assessed upon placement of an inmate/offender in Work Release, Prison Industry Enhancement Certification Program (PIECP), Community Transition Program (CTP), room and board costs, parole supervision fees and other related costs, such as SCRAM, electronic monitoring and Remote Breath test (RBT).
3. Fixed obligations entered will be noted as "ITAG" and as "PAROLE" for fees entered while an offender is on parole supervision.

DOC Costs Incurred/Restitution Owed to the DOC:

Required repayment of costs incurred by the DOC related to the custody and care of the inmate/offender. Restitution is not a disciplinary sanction and may be required independent of disciplinary action. Examples of costs incurred include jail costs as a result of detainment or holding, transportation costs or costs for intentional, willful, reckless destruction, damage or loss of state/DOC property by an inmate, and outstanding credit obligations created by an inmate's lack of funds.

Credit Obligations:

A loan obligation resulting from a charge that overdraws an inmate's spend account. Charges that may result in a credit obligation include fees for postage and handling, indigent commissary, disciplinary fines, fees for lost or replaced inmate photo IDs, fines for damaged or lost state property, medical services copayments or fees and duplication/records retrieval costs.

Advances/loans for work release and CTP related work expenses may be in the form of a credit obligation. All credit obligations will be paid in full before funds received by the inmate are disbursed to the inmate's subaccounts or fixed obligations, except for earnings received through the inmate's participation in PIECP or Work Release and funds received from sources outlined in Section 2 F. of this policy, which will be posted into the inmate's Specialty account thereby bypassing credit obligations.

Financial Plan:

A plan developed and maintained by the inmate and unit staff that identifies the financial obligations of the inmate. This plan shall be documented on an [Inmate Financial Worksheet](#) (See [Attachment 1](#)) and recorded in the computerized Inmate Banking System (IBS). Parole fees, including supervision, SCRAM, electronic monitoring or Remote Breath Tests will not be recorded on the inmate's financial plan.

Special Program:

For purposes of this policy, special programs include Work Release (WR), the Community Transition Program (CTP) and Prison Industries Enhancement Certification Program (PIECP).

Inmate Banking System (IBS):

The DOC owned and maintained computerized inmate accounting system.

Inmate:

An offender in the custody of the DOC institutional system.

Parolee:

An offender under parole or suspended sentence supervision by a state parole service unit.

Disciplinary Fines:

A sanction imposed as a result of institutional disciplinary action (See SDCL §§ [24-2-9](#) and [24-15A-4](#)).

Inmate Account:

A collective balance of an inmate's subaccounts within the Inmate Banking System (IBS).

Inmate Subaccounts:**1. Spend Account (REG):**

A subaccount into which may be placed a maximum deposit of \$160.00 per calendar month from funds received by the inmate, depending on receipt type.

2. Savings (SAV):

A subaccount into which funds exceeding the \$160.00 per calendar month spend account deposit limit may be placed. Funds placed in SAV are determined based upon a percentage of the total deposit(s) received and receipt type.

3. Frozen (FRZ):

A subaccount which funds (deposits and earnings) may be received. Funds may be transferred with approval from the Warden to other accounts for purchases and obligations. Funds received in FRZ depend on receipt type (See ARSD [17:50:01:21](#)).

4. Specialty (SPC):

A subaccount which funds may be received and distributed outside the inmate banking formula. Specialty funds may be used for specific purposes, such as purchasing certain property or participation in a program. Inmate access to SPC funds and expenditure of SPC funds require authorization by designated staff.

5. Private Sector Family (PSF):

A subaccount which funds may be received from participation in the Prison Industries Enhancement Certification Program. Funds may only be sent out to immediate family.

6. Work Release Expense:

A subaccount which funds may be received for the work related expenses of an inmate/offender in the Work Release program or Community Transition Program.

Immediate Family:

For the purpose of this policy, immediate family consists of an inmate's spouse, biological or legally adopted children, stepchildren, brother, step-brother, half-brother, sister, step sister, half-sister, parent, step-parent, grandparents, great grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or legal guardian.

Community Transition Program (CTP):

A DOC program to assist with community transition for offenders and provide a transition link between the DOC and the community by providing programming and case management assistance in developing community transition plans.

IV Procedures:**1. Authorization to Deposit:**

A. Inmates agreeing to have acceptable incoming funds deposited into their sub accounts must sign an Admission Document, ([Attachment 2](#)), which shall be retained and/or documented in the inmate's file/record or Comprehensive Offender Management System (COMS). The term or the agreement shall be for the duration of the inmate's current booking. Inmates may sign the Admission Document at the time of their initial admission to a DOC facility for a new booking (See DOC policy 1.4.A.2 [Inmate Admission](#)). Consent provided by the inmate through acceptance of the Admission Document, (noted by the inmate's signature), shall remain valid until such time as the inmate is discharged from the DOC (has no active bookings), or he/she provides written notice to the DOC of their intent to withdraw from participation in the Inmate Banking System (IBS).

1. If an inmate refuses to sign the Admission Document, the staff member witnessing the refusal shall note/document the refusal in COMS. Staff will provide notice to the applicable business office of the refusal. No received funds may be deposited on an inmate's behalf into the IBS without a valid, signed Admission Document.

2. Checks or other fund instruments received by the DOC on an inmate's behalf need not be endorsed by the inmate.

3. Consent provided by the inmate through acceptance of the Admission Document applies to all funds received by the inmate while in DOC custody, regardless of the source of the funds.
 4. Inmates may not select specific funds to deposit or provide partial or conditional consent.
- B. All checks or money orders received for an inmate who does not have a valid Admission Document on file will be returned to the sender by mail, at the expense of the inmate. Unreturnable checks or rejected funds an inmate refuses send out may be deposited into a fund designated by the Warden. Inmates are not allowed to receive cash through the mail. The DOC is not responsible for cash.
- C. Inmates may withdraw from participating in the IBS at any time with proper written notice to the DOC. Inmates will not be allowed to participate in IBS for a minimum of six (6) months after notifying the DOC of their intent to withdraw from participation in the IBS.

2. Receiving and Depositing Funds:

- A. Inmates received at a DOC institution with cash or other negotiable funds (excluding personal checks) in their possession will have these funds collected (See SDCL § 24-2-5).
- B. Inmates may receive payroll checks, checks issued by a Government agency (U.S. Treasury), Tribe or other approved funds, directly or through their attorney. Inmates may receive cashier's checks or money orders (in U.S. dollars and issued by a bank located in the U.S.) for deposit through the IBS (See ARSD 17:50:01:18).
1. Personal checks, cash, or checks from unauthorized sources received at the institution for an inmate will be rejected and sent out at the expense of the inmate (See DOC policy 1.5.D.3 [Inmate Correspondence](#)). The DOC is not responsible for rejected funds.
 - a. Inmates are responsible for postage and a certificate of mailing when returning/sending out rejected funds.
- C. Inmates may only receive money orders from those on their approved visit list, their attorney or others as approved by the Warden or designee (See DOC policy 1.5.D.3 [Inmate Correspondence](#)). Money orders or other fund instruments received in foreign currency are not accepted.
- D. Earnings/wages received by an inmate through participation in institutional support, Work Release, Community Transition Program (CTP), traditional Prison Industries or Prison Industries Enhancement Certification Program (PIECP) will be deposited through the IBS, in accordance with DOC policy, state statute and/or rule.
1. PIECP payroll posting dates falling on a state, federal or administrative holiday will result in the funds being posted the following business day.
- E. Accepted funds will normally be deposited through the IBS within three (3) business days of receipt. Funds will normally be available within one business day of being deposited into an inmate's accounts; however, the Warden or designee may notify finance staff that an inmate's funds remain unavailable for withdraw or transfer for a period not to exceed ten (10) business days when reasonable cause warrants the temporary holding of the funds, i.e. investigative purposes.

1. Funds received in error, or suspected of being received illegally, contrary to policy or rule may be seized or withheld as evidence for use in any resulting criminal case or disciplinary procedure.
 2. Unauthorized funds received by mistake or through unapproved methods may be forfeited by the inmate.
- F. Funds received directly at an institution from Veterans Benefits, United States Department of Interior with the Office of the Special Trustee for American Indians, the Indian Trust Settlement Disbursement Account, (settlement funds), Railroad Retirement Benefits, FEMA checks, Military Annuities and Survivor Benefits, Department of Interior/Land Money, and Social Security benefits, including Supplemental Social Security Income (SSI), may not be used to pay credit or fixed obligations or PLRA obligations unless the inmate specifically requests the funds, or a portion thereof, be applied to those obligations (See Funds Transfer Agreement, [Attachment 5](#)).
- a. The above received funds, and others as verified by the DOC, are exempt from garnishment and/or mandatory application towards an inmate's obligations.
 - b. If an inmate receives such funds while incarcerated, the full amount will be deposited into the inmate's specialty account.
 - c. Inmates received at a DOC facility with a check issued directly from any of the sources listed above may deposit the check into the IBS. Inmate's must provide verification of the origin of any funds they claim are issued from any of the above sources. Example, an inmate received has a check from a county jail that they claim includes such funds.
- G. Inmate subaccounts within the IBS are non-interest bearing. Inmate subaccounts will not be charged transaction fees other than stop payment fees for checks as requested by the inmate.
- H. The DOC shall notify the inmate of any funds received that are placed in an inmate's subaccounts (See ARSD [17:50:01:18](#)). Inmates may view account balances, obligations and debts and all financial transactions for the previous 60 days from their DOC issued tablet.

3. Prison Litigation Reform Act (PLRA) Requirements:

- A. Inmates with financial obligations under the provisions of PLRA will first have PIECP obligations, work release room and board (if the inmate's wages are from PIECP or Work Release) and credit obligations deducted from eligible incoming funds, followed by the PLRA amount, which is a pre-determined percent of the total funds received by the inmate during the preceding month.
- B. A copy of the court order or a billing from the U.S. Clerk of Courts must be presented to the DOC prior to deducting PLRA costs from funds received by the inmate.
- C. A copy of the court order or bill will be maintained in the inmate's institutional file/records (COMS).

4. Special Program Wage Requirements:

- A. Inmates cannot request, order or agree to the withholding of funds from their paycheck/wages earned, except for approved employer benefits. Employer withholding must be approved in advance by the inmate's unit staff and is limited to health or dental insurance or required union fees.

- B. Inmates participating in the Work Release program will have funds deducted from earnings for room and board charges based on a percentage rate established by the DOC. After room and board is deducted, disbursements shall be deducted from the inmate's earnings pursuant to SDCL § 24-8-9 (See DOC policy 1.5.A.5 [Work Release](#)).
1. Any deposit of work release earnings/wages received after an inmate has separated from the Work Release program will be applied to the inmate's room and board charges, credit obligations, PLRA and/or any fixed obligations documented on the inmate's IFR. Any remaining amount shall be deposited into the inmate's frozen (FRZ) account.
- C. Inmates assigned to PIECP will first have deductions designated in DOC policy 1.5.A.2 [Prison Industry Enhancement Certification Program](#) deducted from their earnings/wages, in accordance with SDCL §§ 24-7-3(1) and 23A-28B-40. Any remaining amount of their earnings will be distributed according to this policy.
1. Family support deducted from PIECP earnings/wages may only be used for support of the inmate's immediate family, or to another, as required by state statute or a court order.
 2. If an inmate does not have immediate family, he/she may elect to leave the funds in their family support sub account, transfer the funds to the victim's compensation fund or apply the funds to fixed obligations.
 3. At least five percent (5%) of the inmate's gross wages will be issued to the South Dakota Victims Compensation fund.
- D. Wages earned or funds received by an offender during participation in the Community Transition Program (CTP) will first be applied to credit obligations, including any CTP work release expense loans. Room and board charges will be deducted next, based on an assigned percentage rate established by the DOC. Next, a percentage will be applied towards authorized work related expenses. The remaining funds will be retained in the inmate's spend account, work release expense account or frozen account, according to the provisions of this policy (See DOC policy 1.5.G.2 [Parole Services-Community Transition Program](#) and ARSD 17:50:01:21).
1. Any deposit of CTP earnings received after an offender is separated from CTP will be applied to the offender's room and board charges, credit obligations and PLRA, with any remaining funds deposited into the frozen subaccount (See ARSD 17:50:01:18).

5. Adjustments to an Inmate's Financial Responsibility (IFR):

- A. If staff becomes aware of an obligation not previously documented on the inmate's IFR, or a change in a previously documented fixed obligation, or the inmate is reclassified, unit staff will review and update the inmate's IFR, as appropriate.
- B. Documentation of restitution owed the DOC may be in the form of jail fees, transportation costs/fees, invoices and other costs documented through a commissary slip or bill. Restitution costs shall be sent to unit staff for inclusion in the inmate's IFR and will be added to the inmate's costs incurred without going through the spend subaccount.

6. Spend (REG):

- A. An inmate may make withdrawals from his/her spend subaccount not to exceed \$40.00 per week to purchase commissary.
1. Any commissary purchase exceeding the \$40 per week amount (such as footwear,

- headphones, etc.) must be submitted for withdrawal from the inmate's savings subaccount, provided sufficient funds are available in the account.
2. An inmate's spend subaccount will be reduced as a result of any of the following transactions and the designated amount deducted from the spend balance:
 - a. Medical services copayments and claims for medical services provided which are not paid by the DOC (See DOC policy 1.4.E. [Medical Co-Payment Fees](#)).
 - b. Transactions documented on a commissary slip, postage, certified letters, fines (see DOC policy 1.3.C.2 [Inmate Discipline System](#)), deposits required for "loaner" property, religious donations, purchases from approved vendors (crafts), duplication and/or records retrieval, repair or replacement costs for property, etc.
 4. Inmates are responsible for tracking their monthly spend account balance, including all deposits and withdrawals to/from their spend account.
 5. The inmate's spend subaccount may receive deposits totaling \$160.00 per calendar month.
- B. Inmates may withdraw funds from their spend account to send to the following:
1. A business or vendor. This includes a financial institution such as a bank, savings and loan, credit union, etc.
 2. A religious representative, group or organization.
 3. A non-profit organization.
 4. An inmate's personal representative, such as an attorney or certified public accountant. The legitimacy of an inmate's personal representative and the purpose for sending the money out may be subject to approval by the Warden or designee.
 5. An individual on an inmate's approved visit list; however, an inmate may not send funds to any DOC volunteer or M-2/W-2 sponsor.
- C. If insufficient funds exist at the time funds are deducted from the inmate's spend account, a credit obligation shall be created. This does not imply permission for an inmate to overdraw their account. A credit obligation is created when insufficient funds exists to cover a deduction of funds to cover an obligation, i.e. fines, medical service copayments or claims, postage, legal copies and repairs/replacement fees, etc.
1. Inmates who are unable to pay for essential services or items as a result of insufficient funds shall not be deprived of those services or items, including but not limited to medical services, and legal copies. Refer to DOC policy 1.2.E.1 [Inmate Commissary](#) for information about indigent commissary.
- D. Inmates may submit a request to their unit staff to move credit obligations, up to a maximum amount of \$160.00, to costs incurred. Requests are limited to one time per calendar year. If approved by unit staff, the request shall be forwarded to IBS staff.

7. Transfers:

- A. Inmates may complete the following funds transfers (must be a minimum of \$5.00) with staff approval:

1. Spend to savings (approved by unit staff):
 - a. Subject to the \$300.00 maximum savings balance.
 - b. Funds transferred from spend to savings cannot be transferred back to spend without unit staff's approval.
 - c. Inmates with a balance of \$1.00 or less as a result of transferring funds from spend to savings are not eligible for indigent Commissary for thirty (30) days following the transfer date.
 - d. Funds may not be transferred if the inmate has outstanding credit obligations.
2. Frozen to spend or savings (approved by Warden or designee).
 - a. Inmates serving a life sentence or significant number of years (to be determined by the Warden or designee), may, subject to prior approval, transfer funds from frozen to spend or savings (See ARSD [17:50:01:21](#)).
3. From specialty (approved by unit staff), includes the following transactions:
 - a. Specialty to savings (\$300.00 limit).

Specialty to spend provided the inmate agrees in writing these funds may be applied to any obligations (such as medical co-pays or commissary slip transactions) or fines that may have accrued or may accrue within their Spend account (See Funds Transfer Agreement, [Attachment 5](#)).
 - b. Specialty to fixed obligations, credit obligations and PLRA.

8. Fixed Obligations:

- A. Fixed obligations include debts related to crimes committed, including court-ordered fines, costs, fees, disciplinary sanctions (See SDCL § [24-2-29](#)), restitution and victim compensation. Fixed obligations also include prison and/or parole related obligations, which may be listed on an inmate's financial plan. Parole violators back in the custody of the DOC may be charged supervision fees and other parole fees. Disbursement of an inmate's funds shall be made to defray the inmate's obligation(s).
 1. The DOC shall begin enforcement of any court order for restitution by deducting funds from the inmate's accounts on a monthly basis, following the inmate's decision to utilize the IBS. Deductions may continue until the amount is satisfied.
- B. Any time the total balance of funds contained within an inmate's spend account reaches \$160.00 during any month, a percentage of the funds received, as established by the DOC, will be transferred to the inmate's savings subaccount, based on receipt type for the remainder of the month. Any eligible remaining amount, after disbursement to the savings subaccount, may be disbursed to the inmate's fixed obligations. This amount is also based on a percentage, with the order/priority set by the DOC. When a particular fixed obligation is paid in full, the IBS will automatically disburse the available funds to the next identified obligation.
 1. If the inmate's savings subaccount contains a balance of \$300 (maximum allowed), and the inmate has no fixed obligation(s), the funds will be deposited into the inmate's frozen account.

- C. Fixed obligations and other costs incurred will be paid from funds earned or received. Inmate wages/earnings received from participation in Work Release (See SDCL § 24-8-9), CTP, PIECP and funds described in Section 2 F. are subject to specific rules regarding disbursement. Fixed obligations shall be paid in the following order:
1. Child Support – combine by vendor if more than one case and add “+” after case number.
 2. Court ordered obligations. Combine by vendor if more than one case and add “+” after the case number.
 - a. This amount is issued to the county from which the order was issued. The County shall disburse the funds received to restitution owed, fines, fees and other court ordered costs.
 3. Costs incurred while in the custody of the DOC.
 - a. An inmate may be charged for costs incurred while in the custody of the DOC when the DOC has to pay costs as a result of the inmate’s behavior and documentation of the costs exists.
 - b. Any documentation of costs incurred while in the custody will be documented on the inmate’s IFR. This includes any amount owed/costs incurred that was moved from an inmate’s negative spend account balance (amount that exceeds -\$160.00).
 4. Parole supervision fees.
 5. Parole SCRAM fees.
 6. Parole Remote Breath Test and electronic monitoring.
 7. Costs of incarceration (See SDCL § 24-2-28).
- D. Inmates requesting replacement or duplicate copies of their banking statements may be charged a fee of .50 cents per copy by the DOC.

9. Costs of Incarceration (COI):

- A. The DOC will set an annual per diem cost based upon the prior year’s costs. The daily costs of incarceration may include room and board charges, costs associated with providing the inmate with medical, dental, optometric and psychiatric services, vocational education training and alcohol treatment (See SDCL § 24-2-28).
- B. The costs of incarceration which may be charged to the inmate and for which the inmate shall be responsible for, will be determined by multiplying the number of days the inmate is under the custody of the DOC and for which costs of incarceration is owed by the daily per diem set by the DOC.
- C. Inmates housed in a SD DOC facility from other jurisdictions when the jurisdiction is paying an annual per diem for placement of the inmate will not be charged costs of incarceration.
- D. Inmates with fixed obligations may be charged costs of incarceration.

- E. The Secretary of Corrections may, after considering an inmate's net income, net worth, number of dependents and existing obligations, determine an inmate is unable to pay costs of incarceration and waive all or a portion of the costs of incarceration charged to the inmate (See SDCL § [24-2-28](#)).

10. Savings (SAV), Frozen (FRZ) and Specialty (SPC) Subaccounts:

- A. Unit staff may approve an inmate's requests to use funds contained in the inmate's savings account to purchase approved property items, provided the inmate has no credit obligations other than a credit obligation that is the result of a work expenses loan.
1. Aside from approved magazine and/or newspaper subscriptions, books, religious items and crafts from approved vendors, inmates may not purchase property directly from a vendor.
 2. [Attachment 3](#) contains a listing of the property items that may be purchased with savings funds.
- B. Unit staff may approve an inmate to apply funds in their savings subaccount towards fixed obligations, leaving a minimum balance within the account of \$50.00.
- C. Inmates may apply funds in their savings or spend subaccounts towards religious tithes or contribution to approved DOC group accounts (See DOC policy 1.1.A.11 [Inmate Group Accounts](#)).
- D. Inmates employed through Pheasantland Industries or PIECP may purchase approved work supplies with funds from their savings or spend subaccount, provided the inmate presents an invoice or verification from their employer of the supplies/work expense to their unit staff.
- E. Inmates may request to deduct funds in their savings subaccount and send the funds to the following:
1. A business or vendor, as approved by Inmate Banking staff. This includes a financial institution such as a bank, savings and loan, credit union, etc.
 2. A recognized religious representative, group or organization.
 3. A recognized non-profit organization.
 4. An inmate's personal representative, such as attorney, certified public accountant (CPA), etc. DOC staff shall retain authority to determine the legitimacy of the personal representative and the purpose.
 5. An individual on the inmate's approved visit list.
- F. An inmate cannot send funds to an institutional volunteer or an M-2/W-2 sponsor.
- G. An inmate may not deduct funds from his/her frozen subaccount without approval from the Warden (See ARSD [17:50:01:21](#)).
- H. If an inmate has funds contained within their speciality account that came from funds identified in Section 2 F., the inmate is ineligible to receive indigent commissary or work expense loans.

11. Inmate Financial Responsibility (IFR):

A. Establishing obligations and completing an IFR:

1. Unit staff will review the monthly documentation provided by UJS Odyssey system to determine whether an inmate has financial obligations stemming from court ordered obligations.
2. Unit staff will query the South Dakota SSDC system (Social Services, Division of Child Support) to determine the amount of child support the inmate may owe.
3. Unit staff will question each inmate about self-disclosure of any known fixed obligations.
 - a. If an inmate denies having fixed obligations and is later found to have been untruthful in disclosing information about fixed obligations, the inmate may be subject to disciplinary action.

B. Obligations will be documented by unit staff on the inmate's Inmate Financial Worksheet ([Attachment 1](#)) and within Offender Obligations in COMS.

1. Fixed obligations will be added upon confirmation of the amount owed.
2. In the case a payee is noted, the payee's contact information and status will be verified by DOC staff prior to issuing funds to the payee. Child Support obligations shall be recorded in the Offender Obligations screen in COMS. Child support payments to the same vendor shall be combined into one and include a "+" sign following the case number. In-State child support cases will be verified through the SSDC tracking system of the Department of Social Services (DSS).
3. Court ordered obligations will be recorded in Offender Obligations in COMS with the court docket number.
 - a. Multiple obligations under a single docket number will be recorded as a single entry in the court-ordered obligation section in the Inmate Financial Worksheet.
 - b. Multiple obligations with different docket numbers but from the same county will be recorded as a single entry with a "+" sign after the first docket number.
 - c. Dockets from different counties shall be listed separately.
4. Costs incurred while in the DOC may be listed separately on the Inmate Financial Worksheet but recorded as a single obligation reflecting total costs incurred on the IBS.
5. Certain wages/earnings and funds received by an inmate are not subject to garnishment, attachment or execution, either by an employer or the DOC. Exceptions include Work Release earnings (See SDCL § [24-8-10](#)) and funds identified in Section 2 F.

C. An inmate's IFR will be reviewed and modified as necessary when an existing obligation is fulfilled, a new obligation is reported or discovered, the inmate's work status or employment changes, or the inmate is scheduled for release to parole supervision or suspended sentence.

1. Any modification to an inmate's IFR will be reflected on a revised [Inmate Financial Worksheet](#) (See [Attachment 1](#)), which shall be signed by the inmate and unit staff person preparing the worksheet and saved in COMS.

2. When an inmate is transferred to another unit, unit staff from the receiving unit should review the inmate's Inmate Financial Worksheet.
 3. The Inmate Financial Worksheet and the IBS records must reconcile.
 4. Parole supervision fees, SCRAM and electronic monitoring fees will not be listed on the IFR. These fees are community based. The inmate shall be responsible for direct payment of the fees. Prior obligations of child support and restitution payments take precedence over community based fees (See SDCL §§ [24-15-11](#) and [24-15A-24](#)).
 5. Unit staff will approve the IFR form each time a review is conducted, a modification is completed, or a change in status occurs, including when the inmate is placed on parole supervision. The inmate must be notified of any changes.
- D. Refunds received by the DOC on behalf of deductions made from an inmate's account for child support or court-ordered obligations must be applied in its entirety to child support or court-ordered obligations documented on the inmate's IFR. If no other child support or court-ordered obligation is listed on the inmate's IFR, the funds shall be applied to costs of incarceration with any remaining funds being deposited into the inmate's frozen account.
1. If a refund is received for child support or court ordered obligations paid by an inmate in the Work Release Program and no other child support or court ordered obligation is noted on the inmate's IFR, the amount of the refund will be deposited into the inmate's frozen account.
- E. Costs incurred while in the DOC custody may be listed separately on the Inmate's Financial Worksheet but will be recorded as a single obligation that includes the total costs incurred which are owed to the DOC by the inmate.
- F. Obligations and restitution owed by the inmate do not terminate upon discharge of an inmate's sentence; e.g. an inmate serving consecutive sentences remains liable for obligations from their first sentence, even if the first sentence is completed and the inmate has begun serving another sentence.
- G. Inmates remain responsible for obligations and restitution owed when on parole supervision or suspended sentence. Fixed obligations are not limited to an inmate's current booking.
- a. The Parole Board and/or the DOC shall require the implementation of a restitution plan and payment of supervision fees, if reasonably possible, for each inmate released to parole supervision (See SDCL §§ [24-15-11](#) and [24-15A-24](#)).
- H. Corrections will not be made to disbursements made to a fixed obligation or when a fixed obligation is discovered after an inmate's funds were applied to costs of incarceration.
- I. Each inmate discharging from the DOC, pursuant to SDCL §§ [24-15A-7](#) or [24-5-2](#), who owes court-ordered financial obligations on the sentence or sentences he/she is discharging, will have their name and date of birth provided to the Unified Judicial System. SDCL § [24-15A-54](#), each inmate discharging pursuant to SDCL § [24-15A-7](#) or [24-5-2](#) who owes court-ordered financial obligations on the sentence or sentences discharging shall be transferred by the department/DOC to the Administrative Financial Accountability System (AFAS), pursuant to SDCL § [23A-47-2](#).

12. Statements:

- A. Inmates are responsible for reviewing and reconciling their account statements.

1. Inmates will receive periodic statements of their subaccount balances (See ARSD [17:50:01:20](#)).
2. Inmates may be charged \$0.50 per replacement or duplicate copy of their statement.
3. The DOC will maintain at least six (6) months of prior deposits and subaccount balance averages for each inmate account, as required by the Prison Litigation Reform Act (PLRA).

13. Stop Payments:

- A. An inmate may request "stop payment" on a check issued from his/her account, provided the check has not cleared through the bank.
 1. The inmate must submit a commissary slip for \$10.00 with their request to the issuing office.
 2. Inmates may be assessed any additional fee or cost that is incurred through the process of stopping payment.
- B. Returned funds resulting from the stop payment will be deposited into the subaccount from which they were drawn.
- C. Inmates requesting a replacement check for a check previously issued from their account must complete an [Application, Affidavit for Replacement Check](#) prior to the DOC issuing a replacement check (See [Attachment 4](#)).

14. Stale-Dated Checks:

- A. The DOC may clear stale-dated checks. Stale-dated checks are checks issued from an inmate subaccount and are considered void six (6) months following the date of issue. The DOC may initiate "stop payment" on stale-dated checks.
- D. The refunded amount will be deposited into the inmate's account from which the check was drawn.
- B. Funds received from checks drawn from inactive inmate subaccounts will be deposited in the DOC Deceased/Released account. If the inmate is on parole, a check for the amount will be sent to the inmate's supervising parole agent.

15. Closing Accounts:

- A. An inmate's subaccounts will be closed upon discharge, placement on extension of confinement or conditional release (parole or suspended sentence), death, escape, transfer to an out-of-state facility or upon written notice to the Inmate Banking System. An inmate's sub accounts will not be closed if the inmate is placed on temporary status at a county jail, medical facility or out-to-court, i.e. temporary absence (TAP) or inmates transferring directly to CTP.
 1. The balance of the inmate's subaccounts (spend, savings, family support, work release expense and frozen) will include the total funds contained in all subaccounts and any payroll wages earned which are owed. Credit obligations will be paid from eligible remaining funds.
 2. After gate money and transportation provisions are calculated (for eligible inmates), a single check will be issued to the inmate for the entire amount of funds remaining in the inmate's

subaccounts, including any payroll due (See DOC policy 1.4.G.2 [Inmate Release Procedure](#)).

- B. For inmates releasing to parole supervision, the amount of any unsatisfied obligations will be transferred to and included in their release plan.
 - 1. If an inmate is released on parole or suspended sentence with a credit obligation, the amount of the credit obligation shall be transferred to costs incurred.
 - a. If an inmate is returned to DOC custody as a violator, the inmate shall be assessed any remaining balance of costs incurred.
 - 2. Inmates are responsible for making arrangements to pay towards costs incurred prior to release to parole, suspended sentence or discharge.
 - 3. Parolees may mail payments to the DOC Administration office in the form of a money order. The payment must include a note directing the funds be applied toward costs incurred rather than parole supervision fees (See DOC policy 1.5.G.1 [Parole Services Supervision Fees](#)).
 - 4. The DOC may forgive indebtedness upon the inmate's final discharge.
- C. If any inmate is discharged or dies with funds remaining in their subaccounts, the Warden shall apply any eligible funds remaining towards the inmate's obligations, as provided for in § [24-2-29](#). If the funds exceed the inmate's obligations, or the funds may not be applied towards obligations (without the inmate's consent), the excess balance shall be issued to the inmate, heir, next of kin, designee, etc. otherwise, the excess balance shall be deposited in the state general fund (See SDCL § [24-5-5](#)).
- D. If any inmate dies or is discharged from the DOC with a negative balance, the Warden may authorize the inmate's account(s) to be closed out (See SDCL § [24-5-6](#)).
- E. All inmate funds confiscated as contraband or evidence released to the DOC shall be promptly deposited into the state general fund.

16. Withdrawal of Funds:

- A. An inmate may request funds be deducted from their spend, family support, savings, specialty or frozen subaccounts in the amount of \$1.00 or more.
- B. The inmate must complete a request or submit a completed commissary slip for a specific amount and indicate from which subaccount the funds will be drawn. If the funds are to be mailed, the inmate must provide a stamped envelope containing the name and address of the recipient.
 - 1. Designated staff must sign off on the inmate's commissary slip before the request may be sent to the business office for processing. Staff with authority to approve transaction requests are as follows:
 - a. Checks from spend subaccount – approved by unit staff, CTP coordinators or property officer.
 - b. Checks from family support subaccount – approved by unit staff. Limited to legal dependents or their legally appointed representative. Payments must be to a person, not a bank, business, or third party.

- c. Checks from savings subaccount – approved by Warden or designee.
- d. Checks from frozen subaccount – approved by Warden.
- e. Checks from specialty subaccount – approved by unit staff.

17. Phone Accounts:

- A. Inmates with a phone account with the approved telephone services vender may deposit funds into their phone account in accordance with DOC Policy 1.5.D.4 [Inmate Access to Telephones](#).
- B. Inmates may transfer money from their spend account to their phone account in \$5 dollar increments.

18. TV Purchase/Tablet Lease:

- A. An inmate may purchase a T.V. or lease a tablet with funds contained within their specialty account.
- B. An inmate may receive funds designated for the purchase of a TV or lease of a tablet.
 - 1. The funds will be specifically marked “for TV purchase” or “Tablet” and will only be for the full amount of the purchase/lease. No partial amounts will be accepted.
 - 2. The funds received will be deposited directly to the inmate’s specialty subaccount. If the funds received exceed the cost of the purchase/lease, the remaining amount is subject to disbursement, as required by this policy.
 - 3. When designated funds are deposited, business office staff will note “TV purchase” or “tablet lease” in the comments section.
 - 4. Eligible inmates may order a TV or tablet after the funds have been deposited.
 - 5. Inmates receiving funds marked “TV purchase” or “tablet lease” who already own a TV or are currently issued a tablet, will have the funds deposited into their spend account.

19. Administrative Remedy/Due Process:

- A. Inmates who believe they have been deprived of funds earned or received, or disagree with requirement of payment or assessed fees, or the amount of a required deduction, with the exception of court orders, may submit an request for Administrative Remedy (See DOC policy 1.3.E.2 [Administrative Remedy for Inmates](#)).

20. Audits:

- A. Inmate accounts are open to audit by an external auditing entity to ensure compliance with Generally Accepted Accounting Principles.

V Related Directives:

SDCL §§ [1-15-20](#), [1-15-21](#), [24-2-9](#), [24-2-5](#), [24-2-28](#), [24-2-29](#), [24-5-3](#), [24-5-5](#), [24-8-9](#), [24-15-12](#), [24-15A-4](#), [24-15A-11](#), [24-15A-24](#) and [24-15A-25](#).

ARSD § [17:50:01:18](#), [17:50:01:20](#) and [17:50:01:21](#).

DOC policy 1.1.A.11 -- [Inmate Group Accounts](#)

DOC policy 1.2.E.1 -- *Inmate Commissary*
 DOC policy 1.3.C.2 – *Inmate Discipline System*
 DOC policy 1.3.C.11-- *Offender Obligations*
 DOC policy 1.3.E.2 -- *Administrative Remedy for Inmates*
 DOC policy 1.4.A.2 -- *Inmate Admission*
 DOC policy 1.4.E.10 –*Medical Co-Payment Fees*
 DOC policy 1.4.G.2 – *Inmate Release Procedure*
 DOC policy 1.5.A.2 – *Prison Industry Enhancement Certification Program*
 DOC policy 1.5.A.5 – *Work Release*
 DOC policy 1.5.D.1 – *Inmate Visiting*
 DOC policy 1.5.D.3 – *Inmate Correspondence*
 DOC policy 1.5.D.4 -- *Inmate Access to Telephones*
 DOC policy 1.5.G.1 – *Supervision Fees*
 DOC policy 1.5.G.2 – *Community Transition Program*

VI Revision Log:

March 2002: **Added** the following definitions: Inmate, Parolee, Disciplinary fines and Restitution owed to the DOC. **Added** that inmates may receive checks issued by a government agency. **Changed** Power of Attorney to Authorization to Deposit Checks. **Added** that PLRA is listed as 20% on the IFR. **Revised** provisions to allow annual transfer of negative commissary balances in excess of \$100 to costs incurred account. **Added** priority order for disbursement account obligations. **Added** that a maximum of two disbursement account obligations will be designated as receiving a percentage of funds. **Added** that IFR on banking system shouldn't be changed unless obligation is paid off or added. **Added** books, religious items and crafts to what can be purchased from vendors. **Limited** use of savings account funds to property items. **Clarified** that pending paychecks and expense account funds are frozen with special program violations. **Added** that DOB must be matched with JAS system. **Added** that corrections won't be allowed when a disbursement obligation is identified after funds have been applied to Costs of Incarceration. **Added** that the inmate or other party is responsible for getting copies of civil judgments to DOC. **Added** procedures of Stop Payments and State Date Checks. **Added** procedures of withdrawal of funds. **Added** that religious contributions can be made from either commissary or savings account subject to provisions. **Changed** Legal Dependents to Immediate family for PSPI family support account. **Added** that PSPI work supplies may be purchased from savings account. **Changed** references of "Central Office" to "DOC Administration". **Revised** attachments 1). Inmate Financial Worksheet, 2). Authorization to deposit check form, 3). Property list from savings and 4). Confirmation form.

August 2002: **Added** references to debit phone account in Policy and in sections on Commissary Spending Account C, D, and D.4. **Revised** section on Closing Accounts A, A.1 and A.2. **Added** section on Phone Accounts.

October, 2002: **Added** language in Policy and in section on Phone Accounts to clarify that money sent in to inmate must be for either phone account or for inmate banking account and will not be split between the two accounts. **Raised** 28 day balance/deposit limit to \$140.00 and commissary account spending limit to \$35/week.

December 2002: **Added** B.1. under Commissary Spending Account (Spend Account on IBS) to allow for TV purchases.

December 2003: **Added** references to other DOC policies and SDCL. **Added** definitions for Commissary Spend Account and Savings and Frozen Accounts. **Revised** the definition of Inmate, Parolee, Restitution Owed to the DOC and Immediate Family. **Revised** the policy statement. **Added** clarification on the use of Authorization to Deposit forms. **Moved** Costs of Incarceration into a separate section. **Clarified** how Costs of Incarceration apply to Work Release and PSPI inmates. **Clarified** the applicability of court ordered financial obligations under the section on Financial Plan. **Changed** generally accepted accounting procedures to Generally Accepted Accounting Principles in the section on Audits. **Revised** institutional banking system account to institutional account in the section on Phone Accounts. **Changed** IFR to IFR database.

February 2006: **Added** that Private Sector payroll posting dates that fall on a state or administrative holiday will be posted the following business day. **Added** a requirement that unit staff document changes or reviews

on the IFR. **Added** procedures for handling funds of inmates in the community transition program. **Added** restrictions for the transfer of funds under the commissary section. **Revised** attachment 1. **Revised** the definition of commissary spend account. **Added** phone accounts as an account that funds from the outside may be placed in. **Clarified** gate money for CTP offenders. **Added** restrictions on where an inmate can send funds. **Added** a reference to DOC policy 1.5.D.1.

January 2008: **Added** provisions that under most circumstances inmates working for PSPI cannot have extra money withheld from their paychecks. **Added** a note that inmates may purchase tennis shoes from their commissary account, subject to staff approval and account balance requirements. **Added** a note that inmate transfers from commissary to savings must be for a minimum of \$5. **Clarified** the difference between active and doubtful restitution owing through a county. **Clarified** that an inmate's financial plan "will" versus "may" be notified when an obligation has been fulfilled. **Added** a \$200 maximum balance on the phone account. **Added** a section specifically for TV Purchases and added procedures to allow money to be sent in specifically for a TV purchase and by-pass the distribution formula. **Revised** the definition of Special Program. **Added** a note that inmate accounts are non-interest bearing. **Moved** the section on Authorization to Deposit to the front of the procedures. **Added** procedures for CTP offender accounts regarding PLRA and re-establishing obligation percentages when an offender is removed from the CTP. **Added** a restriction that checks cannot be sent to institutional volunteers or M-2/W-2 sponsors. **Added** a section on Work Release Supplemental. **Added** ARSD § ARSD 17:50:01:18 as a Related Directive. **Added** a definition for Old Funds and used that term in relation to TV purchases. Numerous other minor wording changes made throughout the policy.

March 2008: **Added** section on Private Sector Prison Industries Supplemental. **Added** that no inmate will be allowed to purchase a TV until while they have a negative balance in their Spend Account. **Added** language indicating that checks received from the US Department of Interior with the Office of the Special Trustee for American Indians will be managed similar to checks received from Veterans Administration. **Deleted** statement regarding earnings not being subject to volunteer deductions under Receiving and Depositing funds section. **Added** language in the Special Program Requirements section referring to inmates earning PSPI or WR wages may not elect to have additional amounts of money withheld from their wages for income tax, as well as any additional voluntary deductions from PSPI or WR wages must be approved by unit staff. **Added** MDSP and SDWP contact information to Attachment 4.

April 2008: **Removed** PSPI section of this policy. **Revised** formatting throughout policy and updated dates on footers. **Added** headers to Attachments 1, 2 and 4. **Clarified** Attachment 2 Admission Document that the form title was consistent throughout attachment.

August 2008: **Revised** formatting of policy in accordance with DOC policy 1.1.A.2. **Added** PSPI section. **Deleted** former ss (D1) **replaced** following bullet E to D and **revised** statement to include that the CTP Coordinator will make notification to the respective unit staff in ss (9c) within Special Program Requirements section. **Replaced** "processed as a new account" with "placed in a frozen account" in ss (A6 of Phone Accounts). **Revised** minor spelling and grammatical changes throughout policy.

March 2009: **Added** delinquent costs relating to SCRAM in the definition of Restitution Owed to the DOC. **Added** statement regarding personal checks in ss (A of Receiving and Depositing Funds). **Replaced** CTP with transitional case managers in ss (D1), **revised** ss (D6) to state DOC may charge CT offenders for room and board and referenced DOC policy 1.5.G.2, **added** statement regarding gate money being withheld, approved CTP and statement regarding transitional CTP in ss (D8), **added** ss (D8a), **added** statement regarding TCMs notifying respective business office when an inmate removed from CTP in ss (D9), **added** ss (b and b1) all within Special Program Requirements. **Added** ss (4a, 4a1-4a3) and (b and b1) and **replaced** 5 with ss (C) of Spend Account. **Added** ss (C of Stop Payment). **Replaced** "conditional release" with "parole supervision" within ss (B), **replaced** Release Manager with TCM in ss (B2) both within Closing Accounts. **Replaced** Authorization to Deposit" to "Admission Document" throughout policy. **Added** Attachment 5.

December 2009: **Added** ss (C of Authorization to Deposit) regarding withdrawing the authorization. **Deleted** "phone account" in ss (B of Receiving and Depositing Funds). **Added** new ss (E of Savings, Frozen and Old Funds Accounts) regarding funds in frozen account. **Deleted** 'phone' in ss (A2 of Closing Accounts). **Added** new ss (A5 and A5a) regarding setting up a phone account and contact information for CSA, **deleted** reference of being approved by the warden in ss (A6), **revised** ss (B) to state funds from the community will not be accepted, **deleted** former ss (B1, B2 and B3) regarding US Cashier Checks, **added** new ss (B1 and B2) regarding funds from the community being set up by CSA and the transition date and **revised** former ss (D,

now F) regarding inmates contacting CSA to claim any remaining balance in their phone account all within Phone Accounts. **Added** hyperlinks.

March 2010: **Deleted** reference to phone account in ss (A) and **added** staff's signature to ss (A1) both within Authorization to Deposit. **Deleted** reference to funds in the work release account, **added** all offender trust account funds in Savings and WR Expense accounts within ss (D9) and **revised** bullets for ss (D9 and D10) all within Special Program Requirements). **Deleted** ss (A4a-1-3 and A4b1) **added** new ss (E and F) all within Spend Account. **Added** new Transfers section with previous content. **Replaced** court ordered with financial to ss (A and C of Disbursement Account). **Revised** ss (C) to state any additional funds above payroll/paychecks for PSPI and WR inmates from approved source is subject to costs of incarceration and **added** "savings or" and **added** normally going to disbursement account within ss (E) all within Costs of Incarceration. **Revised** ss (C of Costs of Incarceration) to state any additional funds above payroll/paychecks for PSPI and WR inmates from approved source is subject to costs of incarceration. **Revised** ss (I of Savings, Frozen and Old Funds Accounts) to include Phase II of CTP and **added** reference to all inmate trust account in Savings and WR Expense accounts will be frozen. **Deleted** court ordered in ss (A, A4, B, B1 and D1 of Financial Plan). **Added** reference to CSA in ss (A), **deleted** former ss (A7) regarding funds in excess of \$200. will be placed in frozen account, **deleted** former ss (B1) referencing funds from the community can be directed to CSA to set up accounts, **deleted** spend from new ss (B1) and **added** at DOC within new ss (B1) all within Phone Accounts.

March 2011: **Removed** "Gate money" includes all funds in the offender's account at the time of transfer to CTP from Section 4 D. 8. **Added** a. b. c. d. to Section 6 A. 2. **Added** hyperlink for DOC Policy 1.5.D.4 Inmate Access to Telephones. **Added** hyperlink for Work Release policy to Section 9 B. **Added** "that are clearly" earmarked to Section 11 B. **Added** "for the items listed in Section D." to Section 11 D. 1. **Deleted** Section 11 E "Funds in the inmate's frozen account may not be used for approved purchase and withdrawals unless the inmate has no disbursement obligations other than cost of incarceration. **Deleted** 1. "Inmates removed from special programs or inmates in Phase II of CTP will have funds from pending paychecks and all inmate trust account funds in the Savings and Work Release Expense accounts frozen" from Section 11. **Deleted** "These frozen funds will be used for costs incurred as a result of the inmate's removal from the special program assignment. From Section 11 I. 1. **Added** hyperlink to DOC Policy 1.3.C.11 Offender Obligations.

April 2012: **Added** definition of Community Transition Program. **Added** "from a United States bank" to Section 2 B. **Added** "or an M-2/W-2 or institutional volunteer, unless authorized by the Warden or his/her designee to Section 2 C. **Added** "Community Transition Program II" to Section 2 D. **Deleted** 3. "Any funds sent to an offender in the CTP must be directed to the appropriate mail room and labeled "CTP", Offender Name and Inmate Number" from Section 4. D. **Deleted** "unit staff or CTP coordinators will change the" and **Replaced** with "offender will not have" and **Deleted** "To reflect a zero percentage" and **Replaced** with "deducted from payroll earnings" in Section 4 D. 7. **Deleted** "has been placed in the approved community CTP II placement. This does not apply to temporary or transitional placements" and **Replaced** with "is released to parole supervision or discharged" in Section 4. D. 7 a. **Added** "savings or spend" to Section 4 D. 9. a. **Deleted** "Disbursement account obligations will have the respective percentage re-established by the CTP coordinator with" and **Added** "and business office for any offender removed from CTP II" in Section 4 D. 9 d. **Deleted** 10. "If a CTP participant exceeds the \$1500 limit while in the CTP and is not actively developing a release plan to leave CTP, they may be charged \$18.00 for the additional days spent in the program" in Section 4 D. **Deleted** "Parole supervision fees will require a commissary slip signed by the parole agent or an e-mail from the parole agent sent to the appropriate business office" and **Replaced** with "Parole agents will notify the appropriate business office when supervision fees are due." in Section 4 D. 11. a. **Added** new section 5. Advance of Spending Cash for WR and CTP and **Renumbered** sections that follow. **Deleted** "not documented through a commissary slip" and "without going through the spend account" in Section 6 B. 3. **Deleted** "annually" from Section 6 B. 2. **Deleted** "annually, normally at the time of a scheduled classification review" and **Replaced** with "whenever new or update information is received" to Section 6 B. 2. a. **Added** "Documentation to note what changed when the review was completed" to Section 6 B. 2. c. **Added** d. "transfers must be for a minimum of five dollars" to Section 7 A. 2. & 3. **Added** "combine by vendor if more than one case and add "+" after case number to Section 8 C. 1. **Added** "fines/fees and court ordered sanctions-combine by vendor if more than one case and add "+" after docket number" to Section 8 C.2. **Deleted** "1) Active (listed in order from newest to the oldest" and "2) Doubtful (the county to whom money is owed is doubtful they will receive any money from the inmate" in Section 8 C. 2 a. **Deleted** "Fines, fees and court ordered sanctions" and **Added** "Combine by vendor if more than one case and add "+" after case number" to Section 8 C. 3. **Deleted** a. Active and b.

Doubtful in same section. **Added** "Note as much detail as possible within 32 characters" to Section 8 C. 4. **Deleted** "a. Inmates subject to the WR and PSPS Supplemental will not send or transfer frozen or savings account monies out without Warden or his designee's approval" in Section 12 D. 2. **Added** new E. "Funds in the inmate's frozen account may not be used for approved purchase and withdraws unless the inmate has no disbursement obligations other than cost of incarceration" and **Renumbered** subsections that follow in Section 12. **Added** "or frozen" to Section 12 F. and G. in Section 12. **Added** "at the time of admission" to Section 13 A. **Added** "or UJS Odyssey system" to Section 13. **Added** "Include documentation as to what changed" to Section 13 C. 4. **Deleted** "docket number" and **Replaced** with "vender" in Section 13 D. 2. **Deleted** a. "Multiple obligations under a single docket number will be recorded as a single entry in the court ordered obligation section in the IFW" in Section 13 D. 2. **Added** "to same entity/county" and **Deleted** "separate entries" and **Replaced** with "a combined single entry with most current docket number in the memo field with a "+" sign following the docket number" in Section 13 D. a. **Added** "unless approved by the Warden" in Section 14 B. **Deleted** 1-6 and 6. a. in Section 19. **Deleted** B. "DOC will no longer receive funds from the community for the inmate's phone account" in Section 19 **Deleted** "after the transition date" in Section 19 A. 2. **Deleted** D. "Inmates may not transfer funds to their phone account from any other inmate banking account" in Section 19. **Added** "in \$5 increments" in Section 19. **Deleted** G. "The phone account balance will be electronically reduced when the inmate makes a call using the inmate phone system and selects the debit option" in Section 19. **Added** "Any amount exceeding TV purchase will remain in the old funds account" in Section 20 B. 1. **Deleted** "returned to send with postage paid by the inmate" and **Replaced** with "remain in old funds until release" in Section 20 B. 5.

April 2013: **Deleted** definition of "Financial Obligation" **Added** definition of "Inmate Financial Responsibility (IFR)." **Added** definition of "Fixed Obligations" **Added** definition of "DOC Costs Incurred Restitutions Owed to the DOC" **Added** definition of "Credit Obligations" **Added** definition of "Inmate Account" **Added** definition of "Inmate Subaccount" **Added** definition of "Frozen Account" **Deleted** definition of "Old Funds" **Deleted** previous definition of "Restitution Owed to the DOC" **Added** "definition of "Specialty (SPC)" **Added** definition of "PS Family" **Added** definition of "work Release Expense" **Added** "The DOC may promulgate rules, policies and procedures to establish, maintain and manage inmate account pursuant to SDCL" to the Policy statement. **Deleted** "alimony" from "Financial Obligation" definition. **Added** "Parole supervision and SCRAM fees will not be recorded on the inmate's institutional IFR" in definition of Financial Plan. **Added** "Staff shall notify the business office of the refusal to sign" in Section 1 A. **Added** "via certified mail with the" and **Added** "Un-returnable checks, money orders or other funds an inmate refuses to return shall be deposited into a fund designated by the Warden" in Section 1 B. **Added** "via certified mail at the inmate's expense" in Section 2 A. **Added** "or rejected checks mailed to an inmate" and **Added** "and will be returned to the sender by mail and at the expense of the inmate" in Section 2 B. 1. **Added** a. and b. to Section 2 B. 1. **Deleted** 2. "Personal check and cash received through the mail will be returned to the sender, if known with postage paid by the inmate" in Section 2 A. **Deleted** "disbursement account obligations" and **Replaced** with "fixed obligations" and **Added** "Credit obligations will be deducted prior to depositing the funds to the spend subaccount" in Section 2 E. 2. **Added** "PSPI obligations (if applicable), work release room and board and any credit obligations" and **Deleted** "as 20% on the IFR database" in Section 3 A. **Deleted** "if their net paycheck is insufficient to cover room and board expenses and/or other authorized work expenses" in Section 4 A. **Added** "funds applied/deducted for" and **Deleted** "expense and/or other authorized work expenses deducted from their work release paychecks" and **Replaced** with "charges are deducted based on an assigned percentage rate established by the DOC. All credit obligations including work release expense loan will be deducted from the inmate's work release pay checks and a percentage will go towards authorized work expenses in the work release expense subaccount" in Section 4 B. **Added** "will first have funds applied to all credit obligations including CTP work release expense loans. Room and board charges will be deducted next based on an assigned percentage rate established by the DOC and a percentage towards authorized work release expenses will be deducted from their paychecks. The remaining funds" in Section 4 D. **Deleted** items 1-9 in Section 4 D. **Deleted** "Advance of Spending Cash for WR and CTP" and **Replaced** with "IFR Obligations" in title of Section 5. **Deleted** "Inmates who do not have sufficient funds in their account to pay for approved and necessary employment related start up expenses may be allowed an advance in the amount determined by their unit manager" and **Replaced** with "As a result of a new or a change in an existing fixed obligation or a reclassification, unit staff shall review an inmate's IFR" in Section 5 A. **Deleted** 1. "All employment related expenses must be approved be designated unit staff or transitional case managers" and **Deleted** 2. "The inmate must pay the spending cash advance back

in full to the DOC no later than the receipt of his/her second paycheck and **Deleted** 3. "Inmates who are removed from the WR or CTP program are required to pay back the advance" all in Section 5 A. **Added** B. to Section 5. **Added** "for commissary purchases only" in Section 6 A. **Deleted** "Inmates are allowed, with written permission from unit staff, to purchase tennis shoes from their spend account subject to the \$140 balance/deposit limit per twenty-eight day period" and **Replaced** with "Any commissary (property related) i.e. clothing, headphones, etc. purchases exceeding the \$35 per week amount must be submitted for withdrawal from the Savings subaccount" in Section 5. A. 1. **Deleted** 2. "The \$35 per week spending limit in commissary may be overridden by unit staff to allow the tennis shoe purchase, provided the spend account has sufficient funds" and **Deleted** 2. "The \$35 per week withdrawal limit from the spend account applies to:" and **Replaced** with "The inmate's spend subaccount will be reduced for any of the following transactions and be deducted from their spend balance" in Section 5 A. **Deleted** "and the purchase of property items of \$35 or less per item" in Section 5 2 b. **Deleted** a. "Transfers to the phone account must be in \$5 increments" in Section 5 A. 4. **Deleted** "run negative as a result of" and **Replaced** with "result in a credit obligation (loan) due to" in Section 5 B. **Added** "during the calendar month" in Section 5 B 1. **Deleted** "The inmate's spend account may temporarily go beyond the \$1000 negative. This amount will be moved to costs incurred while in DOC custody" and **Replaced** with "Med co pay may be charged by medical at the time of the encounter and be electronically deducted from the inmate's spend account" in Section 5 B. **Deleted** a-c. in Section 5 B. 2. **Deleted** 3. "Documentation of restitution owed the DOC in the form of jail bills, transportation bills and other bills will be sent to unit staff for inclusion in the costs incurred while in DOC placement" in Section 5 B. **Renumbered** previous 4. to 3 in Section 5 B. **Deleted** "negative balance" and **Replaced** with "any credit obligations" and **Deleted** "in the spend account and applied to the negative balance, subject to the \$140 per 28-day deposit limit. If an inmate overspends his/her spend account, the amount they over spent (over \$35 per week) will be applied towards their allowable expenditures from the spend account during that 28-day period" and **Replaced** with "towards the obligation first except PSPI and WR Room and board. The spend subaccount may still receive up to the \$140 calendar month deposit limit" in Section 5 B. **Deleted** b. "Provided they already have a minimum of \$100 in their frozen account" and **Deleted** C. "Counts toward the \$35 weekly spend limit" and **Renumbered** subsections and **Added** f. all in Section 7 A. 1. **Deleted** 2. "Savings to Spend" and **Deleted** a-d. in Section 7 A. **Deleted** b. "Transfers must be for a minimum of \$5" in Section 7 A. 3. **Deleted** "Disbursement Account" and **Replaced** with "Fixed Obligations" in title of Section 8. **Deleted** "The disbursement account is established at the time of the inmate's admission to pay debts from financial obligations and other prison related obligations listed on an inmate's financial plan" and **Replaced** with "Fixed obligations are established to pay debts related to crimes committed and other prison/parole related obligations that are listed on an inmate's financial plan, including costs of incarceration" in Section 8 A. **Deleted** "28 day period" and **Replaced** with "calendar month" and deleted 50% of and **Replaced** with "a percentage established by the DOC may go to the savings based on receipt type" and **Deleted** "shall be placed in the disbursement account" and **Replaced** with "will have a percentage disbursed to fixed obligations in priority by type. Only one fixed obligation by type will have funds applied. IBS will then go to the next fixed obligation type if funds are available" in Section 8 B. **Added** "except WR, CTP or PSPI" in Section 8 C. **Deleted** 2. "Restitution/fines/fees and court ordered sanctions-combine by vender if more than one case and add + after docket number" and **Replaced** with "Court ordered obligations" in Section 8 C. 2. **Added** "to include restitution, fines, fees and court ordered sanctions" in Section 8 C. 2.a. **Deleted** "Costs of incarceration, pursuant to SDCL (Only if 1-4 in above cited selection are non-existent) and **Replaced** with "Parole Supervision fees" **Added** 5 and 6 to Section 8 C. **Deleted** D. "A maximum of 2 disbursements account obligations will generally be designated as receiving a percentage of the funds going into the disbursement account (excluding PLRA)" in Section 8. **Deleted** E. "The percentage or order of the funds to be applied to specific disbursement account obligations should not be changed once added to the inmate banking system IFR database, unless an obligation is paid off or added to the inmate's IFR database" in Section 8. **Added** "CTP II" and **Deleted** 50% generally going to disbursement account, will be placed in the inmate's saving or frozen account subject to Section C. above" and **Replaced** with "remaining funds will stay in the frozen subaccount" in Section 9 E. **Added** F. to Section 9. **Deleted** Sections 10 and 11 and **Renumbered** Sections that followed. **Deleted** "Old Funds Accounts" and **Replaced** with "Specialty Subaccounts" in title of Section 10. **Deleted** "Inmates must have a minimum of \$100 in their frozen account balance before they may request money be spent from the savings account, unless authorized by staff due to indigence or the inmate is serving a life or capital punishment sentence" and **Replaced** with "The savings subaccount can be used to make authorized purchases of property items approve by unit staff" in Section 10.

A. **Deleted** 1. "After the \$100 minimum frozen account balance is reached, the remaining \$ in the savings account may be used by the inmate to make authorized purchases of property items approved by unit staff" in Section 10. **Renumbered** sections a. and b. to 1. and 2. in Section 10 A. **Renumbered** 2, 3, to B, C, in Section 10. **Deleted** 4. "An inmate may not accumulate more than \$250 in the savings account" in Section 10 A. **Deleted** 5. "Any money over \$350 (\$100 frozen account plus \$250 in savings account) must go toward the obligations the inmate has listed in his/her disbursement account, (excluding cost of incarceration)" in Section 10. **Changed** B. C. D. to D. E. F. **Deleted** "listed in Section D. and **Replaced** with "other than property, WR or PSPI work supplies" in F. 1. **Deleted** E. "Funds in the inmate's frozen account may not be used for purchases and withdrawals unless the inmate has no disbursement obligations other than cost of incarceration" in Section 10. **Deleted** "Inmates may request funds be" and **Replaced** with "The receipt of funds that an inmate wishes to" and **Added** "Must be to one of the following" in Section 10 G. **Deleted** "After all disbursement account obligations have been met, any additional funds, regardless of the source, above the \$350.00 (\$100.00 minimum frozen account balance plus \$250.00 in savings) will remain in the inmate's frozen account until his/her release from custody" and **Replaced** with "Funds in an inmate's frozen subaccount will remain until his/her release from custody, inmates may not withdraw funds from their frozen subaccount without the approval of the Warden and then, only if they are serving a life or death sentence, or the inmate has a documented, legitimate and compelling use for the funds" in Section 10 I. **Deleted** 1. "Inmates may continue to add to the frozen account until their release from custody, provided all disbursement obligations have been fulfilled" and **Deleted** 2. "Inmates may not withdraw funds from their frozen account without the approval of the Warden and then, only if they are serving a life or capital punishment sentence or the inmate has a documented, legitimate and compelling reason for requesting the withdraw of funds." in Section 10 I. **Deleted** "at the time of admission" and **Replaced** with "Unit staff will question each inmate as to whether the inmate has any fixed obligations. Unit staff may also gather information on obligations through communication with county officials" in Section 12. A. **Deleted** 3. "Unit staff may also gather information on obligations through communication with county officials" and **Renumbered** subsections that followed. **Added** new 5. 6. and 7. to Section 12. A. **Deleted** B. "Admissions staff will question each inmate as to whether the inmate has any financial obligations." and **Deleted** 1. If an inmate denies any financial obligations and it is later found that the inmate was untruthful, disciplinary action will be instituted against the inmate." and 2. "Corrections will not be made when an inmate discloses a disbursement account obligation or a disbursement obligation is discovered after the inmate has been charged costs of incarceration" and 3. "Any funds received following the addition of the disbursement account obligation will be applied to the disbursement account pursuant to this policy (exceptions may be made for inmates coming in with large amounts of cash in A&O)." in Section 12. and **Renumbered** subsections. **Added** "Parole supervision and SCRAM fees will not be listed on the IFR. These amounts are community based charges and the inmate is responsible for payment" in Section 11 B. 3. **Deleted** d. "If the inmate self reports an obligation without verification by court order or JAS or UJS Odyssey system, the amount reported will be entered and a confirmation form will be sent to the county." In Section 11 C. 1 **Added** 2 "Child support may be listed based on a court order or inmate report. Payee information will be verified by DOC staff prior to issuing payments. Child support payments to the same vendor shall be combined into one and include a "+" sign following the case number." and **Renumbered** subsections that followed in Section 11 C. **Deleted** "with different docket numbers to the same entity/county will be recorded as a combined single entry with the most current docket number in the memo field and a + sign following the docket number." In Section 11 C. 3. a. **Added** b. to Section 11 C. 3. **Deleted** 3. "Costs incurred by the inmate while in the DOC may be listed separately on the Inmate Financial Worksheet but recorded as a single obligation reflecting total costs incurred while in the DOC on the Inmate Banking System." in Section 11 C. **Deleted** 4. "Child support may be listed based on a court order or inmate report. Payee information will be verified by DOC administration staff prior to issuing payments." in Section 11 C. **Added** "If the civil judgment is not part of the inmate's judgment and conviction and the inmate or other party wants a civil judgment included in the inmate's IFR, the inmate of the other party are responsible for getting a copy of the judgment to the DOC." in Section 11 C. 4. **Deleted** "If the civil judgment is not part of the inmate's judgment and conviction and the inmate or other party requests a civil judgment be included in the inmate's IFR database, the inmate or the other party are responsible for getting a copy of the civil judgment to the DOC." and **Replaced** with "Costs incurred while in the DOC may be listed separately on the Inmate Financial Worksheet but recorded as a single obligation reflecting total costs incurred while in the DOC on the IBS." in Section 11 C. 5. **Deleted** "unless approved by the Warden" in Section 12 B. **Deleted** "cost of incarceration" and **Replaced** with "DOC Deceased/Released" in Section 14 C. **Added**

“specialty, work release expense” and **Added** “Credit obligations will be deducted from any funds prior to closing the account” in Section 15 A. 1. **Deleted** a. “Business office staff will indicated on the IBS if an inmate receives transportation at State expense” and **Deleted** b. “No indication will be made if the inmate is transferred to another jurisdiction via the shuttle of pending charges, etc.” in Section 15 A. 2. **Deleted** “an updated copy of the Inmate Financial Worksheet will be provided to the parole agent at the time the file material is transferred from the unit staff to the parole agent” and Replaced with “any unsatisfied obligations will be part of the release plan and parolees are financially responsible for payment” in Section 16 B. **Deleted** 2. “A screen print of the inmate’s Financial Responsibilities and Balance sheet from the IBS will be sent by the business office to the TCM in the Sioux Falls parole office for distribution to the assigned parole agent” in Section 15 B. Renumbered subsections to follow. **Added** “slip must identify the relationship and payment must be direct to the person (not bank, business or third party)” in Section 16 B. 1. b. **Deleted** “disbursement account obligations” and **Replaced** with “fixed and/or credit obligations other than work release of CTP room and board, PSPI obligations or COI” in Section 17 B. 1. D. **Added** “PS Family checks must be direct to a family number (Not a bank, business or third party)” in Section 16 C. **Deleted** A 1-5 and B. 1-2 in Section 17, (regarding phone accounts). **Deleted** “Any amount exceeding TV purchase will remain in the old funds account” and **Replaced** with “No payment plan will be accepted” in Section 18.B. 1. **Deleted** “old funds account” and **Replaced** with “specialty subaccount” and **Added** “If the money order is for more than the cost of the TV, the remaining amount will be held until the inmate’s release” in Section 18 B. 2.

November 2013: **Added** E. to Section 8. **Added** “savings” to Section 7 A. 3. **Deleted** “only one fixed obligation by type will have funds applied to it” in Section 8 B. **Added** “combine by vender if more than one case and add “+” after case number to Section 8 C. 2. **Deleted** “disbursement account” and **Replaced** with “credit of fixed” and **Added** “work release expense loan if employed” in Section 10 F. **Added** “credit obligations besides work release expense loan” to Section 10 F. 2. **Added** “for payments sent from DOC” to Section 11 D. **Deleted** “.15. and **Replaced** with “.50” in Section 12 A. 2. **Deleted** “negative balance” and **Replaced** with “credit obligation resulting from overdrawn” in Section 18 B. 6.

January 2015: **Added** “as provided by UJS” and **Deleted** “Court ordered obligations that have been converted to liens or that are in the form of civil judgments are included as a financial obligation under this definition” to Fix Obligations. **Added** “Remote Breath Test” to 2. in Fixed Obligations. **Added** GPS fees and RBT” to Financial Plan. **Added** “or electronic notification” to Section 6 B. 2. **Deleted** b.in Section 8.C. 2. **Added** 6. “Parole Remote Breath Test” in Section 8 C. **Added** “if they have no credit obligations other than work release loans” in Section 10 A. **Added** “and frozen subaccount, leaving a minimum balance of \$50” in Section 10 B. **Deleted** “or liens” in Section 11 A. **Deleted** “judgment and convictions, pre-sentence investigations, official statements and JAS or UJS” and **Replaced** with “verified documentation provided by UJS at intake of the offender into the DOC” in Section 11 A. 1. **Added** 7. to Section 11 A. **Added** “and amounts” and **Deleted** “a court order is on file with the DOC” and **Replaced** with “information from UJS indicates” and **Deleted** “included costs or when the obligation can be confirmed through a query of the UJS, or if the county confirms the obligation” and **Replaced** with “court ordered obligation” in Section 11 C. **Deleted** a. and b. in Section 11 C. 1. **Added** “In-state child support cases will be verified through the mainframe tracking system of the DSS” in Section 11 C. 2. **Deleted** 4. in Section 11. C. **Added** “if the check is going to be sent to an individual, unit staff must verify that the person who will be receiving the check is on the inmate’s approved visit list” in Section 16 B.

January 2017: **Revised** policy statement. **Added** “for their current booking” and **Added** “The authorization is valid until such time as the inmate is released or discharged from the DOC, or provides written notice to DOC staff of the intent to revoke the authorization.” in Section 1 A. **Added** “and notify the business office” in Section 1 A. 1. **Added** “outside” to Section 1 A. 2. **Deleted** E. and E. 1. and **Added** 3. a.-d. in Section 1. **Added** “a Tribe or sent to the inmate by their attorney” and **Added** “Checks or other fund instruments accepted for deposit into the inmate’s account by the DOC on behalf of an inmate need not be endorsed by the inmate” in Section 2 B. **Deleted** “not receive funds from another inmate (state or federal), parolee (state or federal), person on felony probation from any jurisdiction (state or federal), another inmate’s family or friend(s), a M-2/W-2 or other DOC volunteer unless authorized by the Warden or his/her designee. If funds are received which violate this restriction, the funds will be returned to the sender by mail at the expense of the inmate” and **Replaced** with “receive money orders or care packs in the manner described within and **Replaced** with “only from those on their approved visit list or those otherwise approved by the Warden in Section 2 C. **Added** “Acceptable funds will be deposited into the inmate’s account(s) within two business days, under normal circumstances.” in

Section 2 D. **Added** 2. in Section 2 D. **Added** 1. In Section 2 E. **Deleted** a. and d. in Section 2 F. **Added** “of work release earnings” in Section 4 C. **Deleted** “The immediate family member must be on the inmate’s approved visit list to receive those funds” in Section 4 D. 1. **Deleted** “savings account” in Section 4 D. **Added** “of CTP earnings” in Section 4 F. **Added** c. to Section 6 A. 2. **Added** “repair or replacement costs for state property deliberately damaged by an inmate” in Section 6 B. **Added** “received, except those funds exempt from garnishment and work release or PSPI wages” in Section 6 B. 3. **Added** “and are left with a balance in their spend account of less than \$1.00” and **Added** “for their days following when the transfer occurred” in Section 7 A. 1. c. **Added** “or those who have a significant number a years remaining to serve on their sentence may, with prior approval from the Warden, request to transfer funds within their frozen account to their spend or savings accounts (See ARSD 17:50:01:21)” in Section 7 A. 2. **Deleted** b. in Section 7 A. 2. **Added** 3. to Section 7 A. **Deleted** 3. “Inmates may not transfer funds from their spend to the frozen account or from their savings to spend account in Section 7 2. A. **Added** “If the inmate’s savings contains the maximum balance of \$300 and the inmate has no fixed obligation(s), the excess funds shall be deposited into the frozen account” in Section 8 B. **Added** “This includes any amount owed/costs incurred that was moved from an inmate’s negative spend account balance (amount that exceeds -\$160.00)” in Section 8 C. 3. b. **Added** G. to Section 9. **Deleted** “and frozen” in Section 10 B. and G. **Deleted** D. in Section 10. **Added** “or work release” and **Deleted** “provided the inmate has no credit of fixed obligations, other than a work release expense loan or costs of incarceration” in Section 10 F. **Added** “Inmates may not draw funds from their frozen subaccount prior to release without approval from the Warden. The Warden may require a minimum balance of \$50 remain in the frozen subaccount (See ARSD 17:50:01:21) and **Deleted** “Funds in an inmate’s frozen subaccount will remain in the subaccount until his/her release from custody. Inmates may not withdraw funds from their frozen subaccount without the approval of the Warden and then, only if they are serving a life or death sentence, or the inmate has a documented, legitimate reason to request the withdrawal of the frozen funds” in Section 10 I. **Deleted** “unit staff will question each inmate as the whether the inmate has any fixed obligations. Unit staff may also gather information on any existing obligations through communication with county officials and other sources” and revised language in Section 11 A. **Added** 3. to Section 11. A. **Added** a. to Section 11. A. 4. **Deleted** a. in Section 11 C. 1. **Added** “placement on extended confinement” in Section 15 A. **Added** C. and D. to Section 15. **Added** “specialty” in Section 16 A. **Added** “an inmate’s attorney or other person approved by the Warden” in Section 16 B. **Added** f. to Section 16 B. 1. **Added** “Inmates may not transfer or send funds to another incarcerated offender with approval from the Warden” in Section 16 B. **Added** for thirty (30) days following when the account was overdrawn” in Section 18 B. 6. **Deleted** Attachment 4. Other changes made to the policy.

February 2017: **Added** “tablet” to Section 18.

Denny Kaemingk (original signature on file)

Denny Kaemingk, Secretary of Corrections

01/19/2017

Date

Attachment 3: Items that Savings Accounts can be Used For

(Provided such property items are allowed in the housing unit)

Description	Male Inmates	Female Inmates
Alarm Clock	Y	Y
Area Rug	Y	N
Athletic Supporter	Y	N
Blow Dryer	N	Y
Books	Y	Y
Underwear	Y	Y
Calculator	Y	Y
Hot Pots	Y	N
Crafts	Y	Y
Extension Cord	Y	Y
Fan	Y	N
Guitar	Y	N
Headphone	Y	Y
Lamp	Y	N
Magazine Subscriptions	Y	Y
Newspaper Subscriptions	Y	Y
Photo Album	Y	Y
PJ's	N	Y
Religious Items	Y	Y
Robe	N	Y
Scissors	Y	Y
Shoes	Y	Y
Sports Bra	N	Y
Sweatpants	Y	Y
Sweatshirts	Y	Y
Sweat shorts	Y	N
Television	Y	Y
Typewriter	Y	Y
Typewriter Ribbon	Y	Y
Walkman	Y	Y
Watch	Y	Y
Weight belt	Y	N


Need to check with Commissary on items currently available.

Attachment 4: Application, Affidavit for Replacement Check

The **Application, Affidavit for Replacement Check** form is located on the state's WAN.

A copy may be printed using **Microsoft Word 97** as follows:

1. Click [here](#) to access the **Application, Affidavit for Replacement Check** by:
 - a. Placing mouse on the word "here" above
 - b. Press and hold the "Ctrl" key on the keyboard
 - c. Click the left button of mouse.
- 2.. Or Select **File/New** from the Menu Bar / Select the **DOC** tab / Select **Application, Affidavit for Replacement Check**.

 **Complete and then print for signing before a notary.**

State of South Dakota
DEPARTMENT OF CORRECTIONS (DOC)
Pierre, South Dakota
APPLICATION, AFFIDAVIT FOR REPLACEMENT CHECK

TO THE DOC of the State of South Dakota Located at Pierre, South Dakota
I hereby make application for and request that a replacement check be issued pursuant to the provisions of SDCL 4-9-22. The original check is identified as follows:

Check number: _____ Date Issued: _____ Amount \$: _____
Inmate/Account Drawn from: _____ Payee: _____

TO BE COMPLETED BY THE APPLICANT:

Applicant's Name: _____
Address: _____ Date: _____
City: _____ State: _____ Zip: _____
(If the applicant is not the payee of the original check, or a bank, then the applicant must attach an assignment by original payee to the applicant.)
I declare that I did not endorse, cash, or otherwise negotiate check number _____, issued by the Department of Corrections to me as the payee, nor did I authorize, direct, or instruct any other person to endorse, cash, or otherwise negotiate said check, nor did I receive any benefits, money, services, or commodities of any form from the proceeds of said check.
STATE OF _____)
COUNTY OF _____) ss
I, _____ of _____
being first duly sworn, depose and say that I am the applicant, that this claim has been examined by me, and, to the best of my knowledge, is in all things true and correct.

(Signature of applicant)

On this _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for the County and State, personally appeared _____ as applicant.

<p style="text-align: center;">TO BE COMPLETED BY DOC</p> Application Approved by _____ Date _____ Replacement No _____ Date _____	_____ (Notary Public) _____ (Expiration Date)
--	--

Attachment 5: Funds Transfer Agreement

The **Funds Transfer Agreement** form is located on the state's WAN.

A copy may be printed using **Microsoft Word 97** as follows:

1. Click [here](#) to access the **Funds Transfer Agreement** by:
 - a. Placing mouse on the word "here" above
 - b. Press and hold the "Ctrl" key on the keyboard
 - c. Click the left button of mouse.
- 2.. Or Select **File/New** from the Menu Bar / Select the **DOC** tab / Select **Funds Transfer Agreement**.

<p><i>I have certain types of exempt funds identified in Policy 1.1.B.2 Inmate Accounts and Financial Responsibility Section 2F that are currently being held on my behalf in a Specialty account. I am requesting \$_____ (up to \$160 each month for spend plus any credit obligations owed) of these funds be transferred to my Spend account. I understand that in making this request I am acknowledging that these funds will be applied to any credit (loan) obligations such as medical co-pays, commissary slip transactions or fines that I have accrued or I may accrue within my Spend account and my signature below authorizes these transactions.</i></p> <p>Print Name _____ ID No. _____ Signature _____ Officer _____ Date _____</p>
<p><i>I have certain types of exempt funds identified in Policy 1.1.B.2 Inmate Accounts and Financial Responsibility Section 2F that are currently being held on my behalf in a Specialty account. I am requesting \$_____ (up to \$160 each month for spend plus any credit obligations owed) of these funds be transferred to my Spend account. I understand that in making this request I am acknowledging that these funds will be applied to any credit (loan) obligations such as medical co-pays, commissary slip transactions or fines that I have accrued or I may accrue within my Spend account and my signature below authorizes these transactions.</i></p> <p>Print Name _____ ID No. _____ Signature _____ Officer _____ Date _____</p>
<p><i>I have certain types of exempt funds identified in Policy 1.1.B.2 Inmate Accounts and Financial Responsibility Section 2F that are currently being held on my behalf in a Specialty account. I am requesting \$_____ (up to \$160 each month for spend plus any credit obligations owed) of these funds be transferred to my Spend account. I understand that in making this request I am acknowledging that these funds will be applied to any credit (loan) obligations such as medical co-pays, commissary slip transactions or fines that I have accrued or I may accrue within my Spend account and my signature below authorizes these transactions.</i></p> <p>Print Name _____ ID No. _____ Signature _____ Officer _____ Date _____</p>