

1.4.G.7 Extension of Confinement

I Policy Index:



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II Policy:

Inmates may be released to the community under “extension of confinement”, as provided in SDCL §§ 24-15-14, 24-2-25 and 24-2-27. Inmates released to extension of confinement shall be placed in a residential facility (for example, a halfway house or nursing home) or in a private residence (home-based). Inmates who meet the set criteria for release to extension of confinement will be released as a services release or pre-release.

III Definitions:

Escape:

An inmate’s departure without lawful authority; or failure to return to designated residential facility or private residence, as required.

Global Position System (GPS):

A world-wide radio-navigation system that uses satellites and ground stations as reference points to calculate positions accurate to a matter of meters. GPS services and equipment is provided to the DOC through a private contractor.

Home-Based:

An Extended Confinement release to a private residence within the community.

Parole Agent:

For the purposes of this policy, a staff member of the DOC responsible for providing supervision of inmates released to extension of confinement (See SDCL § 24-15-14).

Pre-Release:

Release to extension of confinement that allows an inmate to serve a portion of their sentence in the community. Inmates may be placed at an approved private residence (home-based) or an approved residential facility.

Residential Facility:

A structured facility that provides services and supervision of its residents, such as a halfway house or nursing home. Such facilities may be operated by a unit of local government, private individual, partnership, corporation or an association and located within a community.

Services Release:

An extension of confinement release that allows inmates to serve a portion of their sentence in the community to accommodate the inmate's treatment and service needs resulting from a diagnosed medical and/or mental health condition. Inmates may be placed at an approved private residence (home-based) or a residential facility equipped to provide necessary treatment and services.

IV Procedures:

1. Authority:

- A. The Warden may recommend to the Secretary of Corrections that an inmate be released from custody and placed in the community to serve a portion of his/her sentence (See SDCL §§ [24-2-25](#) and [24-2-27](#)).
- B. Inmates may be considered for release to extension of confinement upon meeting pre-established criteria and requirements for either a pre-release or services release.
- C. Pre-releases and services releases are decided on an individual, case by case basis.
- D. Inmates released to extension of confinement are required to reside at a private residence (home-based) or an approved residential facility.
- E. No inmate has any implied right or expectation to be housed in any particular facility, participate in any specific program or receive any specific service. Inmates are subject to transfer from a facility, program or service at the discretion of the Warden (See SDCL § [24-2-27](#)).
- F. Neither this policy nor its application may be the basis for establishing a constitutionally protected liberty, property, or due process interest in any inmate.

2. Eligibility Requirements for Pre-Release:

- A. Inmates must meet the following requirements and criteria to be considered for pre-release:
 - 1. Minimum custody.
 - 2. Within six (6) months of Initial Parole Date and compliant.
 - 3. Currently serving time for non-violent offense.
 - 4. Not currently serving time for a sex offense, Hit and Run with Injury, Vehicular Homicide, Vehicular Battery or Simple Assault on a Law Enforcement Officer.
 - 5. Must have an approved release plan (plan must be to release to a location in South Dakota).
 - 6. Must agree to program participation and conditions and sign the Extended Confinement and GPS agreements.
 - 7. Agree to the terms of the Escape Acknowledgment form.
 - 8. No more than 3 felonies.
 - 9. Must have a current NCIC III search verifying no unresolved holds, detainers or warrants.
- B. Inmates will be identified for consideration of pre-release extension of confinement through the following processes:
 - 1. On the list of inmates that meet the criteria, which is generated each month; or
 - 2. By the Admission and Orientation (A&O) case manager, after Central Records staff has completed the initial date calculation worksheets for the inmate (See DOC policy 1.1.E.2 [Date Computation](#)) and it is determined the inmate meets the criteria.

- C. Central Records will verify the identified inmate has no pending charges or holds. Records staff will also contact SAVIN for information about any victim notifies that are listed.
- D. The Secretary of Corrections will review the Booking Summaries and other information provided for those inmates identified for consideration. A list of inmates approved by the Secretary will be forwarded to the respective Deputy Warden or Associate Warden.
1. If the Secretary denies the release of an inmate to extension of confinement, designated unit staff will be notified of the denial and generate a case note documenting the inmate was considered but denied.
- E. The case manager will be notified of the list of approved inmates by the Deputy Warden or Associate Warden and will ensure the approved inmates meet the criteria for release to EC, as well as review all information that was reviewed and considered by the Secretary for accuracy.
- F. Upon confirmation the inmate meets the criteria and all information provided is accurate, the inmate will be contacted by unit staff and advised they are approved for potential release to EC. The inmate must indicate whether he/she wishes to be considered for release to EC and must agree to all the required conditions. The case manager will review the inmate's release plan and explain the program responsibilities i.e. actions that constitute escape, medical expenses, GPS requirements and conditions. Inmate participation in extension of confinement is strictly voluntary. Only inmates who are able to provide DOC staff with reasonable cause supporting they will abide by all of the required conditions while on EC will be considered or granted final approval for release to extension of confinement (SDCL § 24-2-25).
1. Case managers will contact the facility or individuals/family members (home-based placement), where the inmate is approved to reside and explain the conditions, criteria and requirements of the inmate's release to extension of confinement and answer any questions.
- G. Health Services and Behavioral Health staff will be notified of those inmates who are identified for potential release to EC.
- H. Health Services and Behavioral Health Services staff will review the inmate's current and projected medical, treatment and behavioral health needs; including substance abuse, MRT and available services and programs in the community where the inmate intends to release. Health Services and Behavioral Health Services staff will develop treatment plans for referral to appropriate and necessary services; the provision of necessary services; arrangements to obtain medication(s) or other necessary medical supplies, and/or medication management; access to providers (See DOH policy P-E-13 [Discharge Planning](#)).
1. Inmates released to pre-release extension of confinement are responsible for all costs of healthcare, including treatment, medications, medical and insurance co-pays, etc.
- I. The parole agent will review the inmate's release plan, including the inmate's travel/transport plan and provisions to meet any medical needs upon release. If inmate's release plan is approved, the case manager will forward the information to the Associate Warden or Deputy Warden, the Warden, Evidence Based Practices (EBP) Manager and Deputy Secretary.
1. If the inmate's plan is denied by the Warden, the Associate Warden or Deputy Warden, the EBP Manager and Deputy Secretary will be notified of the denial. The case manager will notify the inmate of the denial. The denial will be documented in COMS as an "EC Denied".
 2. If the inmate's plan is approved by the Warden, staff will follow the same processes that apply to inmate releases from custody to parole supervision (See DOC policy 1.4.G.1 [Inmate](#)

Release Plan and Transition Programming) and work with the inmate to prepare them for transition to the community.

3. Supervision:

- A. All inmates releasing to extension of confinement will be supervised by a parole agent (SDCL § 24-15-14). Inmates who agree to the provisions and requirements that apply to releases to EC, also agree to be placed in the community under parole supervision. All inmates are subject to violation of EC and responses/sanctions for violations of the applicable agreements and conditions.
- B. Inmates released to EC on pre-release will be supervised at the maximum supervision level for a minimum of thirty (30) days following release to EC (See DOC policy 1.5.G.4 *Parole Services-Community Risk Assessment and Supervision of Inmates*), unless a completed Community Risk Assessment establishes a higher supervision level (See DOC policy 1.4.G.6 *System Risk Level*).
 1. Inmates released to EC are not required to pay parole supervision fees (See DOC policy 1.5.G.1 *Parole Services Supervision Fees*).
- C. Following completion of the mandatory maximum supervision period, the inmate will be assigned a supervision level based on their community risk assessment score, medical and behavioral health needs, mobility, service setting and other factors relevant to the inmate and circumstances of the release. An inmate's supervision level may also be adjusted higher than their community risk assessment score upon recommendation by the parole agent and approval from the agent's supervisor.
 1. Maximum supervision requires a minimum of two personal contacts and one collateral contact each thirty-day period.
- D. Inmates released to EC are required to submit a parole monthly report to their parole agent.
- E. The inmate's case manager will require the inmate to sign the *Extended Confinement Agreement* (See [Attachment 1](#)) prior to release to extension of confinement. The parole agent will review the agreement with the inmate at the initial office visit. All inmates released to EC must agree to abide by the conditions set forth in their agreement.
- F. New system compliance reports or initial compliance reports will be completed by the institutional case manager and forwarded to the supervising parole agent for review with the inmate.
 1. Female inmates released to pre-release extension of confinement will be placed on the Pierre Community Work Center case manager's workload.
- G. All inmates released to EC are required to submit to a minimum of one urinalysis (UA) test per month for the first two (2) months of supervision. Testing will continue based on circumstances and behavior, at the parole agent's discretion.
 1. UAs will be conducted in accordance with DOC policy 1.3.A.8. *Inmate Drug Testing, Sanctions & Treatment*.
 2. Inmates producing a positive test result will receive a sanction/response (See [Attachment 3](#)).
- H. Inmates released on EC who have not received a formal sanction for a violation(s) of their *Extended Confinement Agreement* (See [Attachment 1](#)) during the mandatory thirty (30) days of maximum supervision, may be eligible for a lower level of supervision, based on their community risk score.

- I. The supervising parole agent shall have authority to issue a violation report for any inmate who fails to abide by their *Extended Confinement Agreement* or other conditions of their release to EC. The parole agent may order detainment or return of the inmate to DOC custody, consistent with the *Extended Confinement Violation Severity Scale* (See [Attachment 3](#)) and the *Extended Confinement Agreement of Violation* ([Attachment 7](#)).
- J. Inmates released to EC who will discharge their sentence while on extension of confinement, will be added to the Release Schedule the month they are scheduled to discharge and are subject to existing pre-release procedures and requirements, i.e. current warrants check, re-calculation of release date, etc. as described in DOC Policy 1.4.G.2 *Inmate Release Procedure*.
- K. Inmates released to EC are not eligible for parole earned discharge credits (See SDCL § 24-15A-50). The inmate's release date shall be determined in accordance with the procedures contained within DOC policy 1.1.E.2 *Date Computation*.

4. Placement on GPS:

- A. Pre-release inmates placed at a private residence (home-based) are required to be on Global Position System (GPS) monitoring. Parole agents are responsible for ensuring all of the inmate's information is inputted into Veritracks prior to release to EC.
- B. The inmate is required to review and sign the *Extended Confinement GPS Blue Agreement* (See [Attachment 4](#)) before releasing to EC. The inmate's case manager will explain the contents of the agreement and expectations.
 1. The conditions of EC GPS include establishment of a curfew i.e. when the inmate is expected to be at their residence, and when they may be in the community for approved and legitimate activities, such as employment, job search, treatment, programming, medical appointments.
 - a. Normal curfew time will be 10pm – 6am, unless an exception is approved by the parole agent for legitimate purposes.
 - b. Inmates may not travel more than 150 miles from their residence or stay overnight at a place other than their approved residence. Inmates intending to travel out of state for more than 24 hours must request a travel permit. The state of South Dakota is the pre-established exclusion zone. Parole agents will receive alerts when an inmate leaves or re-enters the state. Travel outside of the state must be pre-approved and for a legitimate purpose.
 3. Inmates are expected to know, understand and comply with the conditions and limitations of their GPS agreement. Inmates who violate the agreement are subject to sanctions.
- C. Inmates will have the GPS ankle bracelet attached and activated by parole staff, or institutional staff trained to attach and activate the GPS unit, prior to release from custody to EC. The supervising parole agent is responsible for activating the EC alert in COMS.
- D. The inmate is responsible for all corresponding GPS fees (See DOC policy 1.5.G.10 *Parole Services GPS and Electronic Monitoring*), unless an exemption is approved by the parole agent's supervisor and such exemption is noted in the *Extended Confinement Agreement* ([Attachment 1](#) and *Extended Confinement GPS Blue Agreement* ([Attachment 4](#))).
 1. Inmates will pay the GPS fee with a money order, which shall be processed by DOC Administration Office staff. Inmates returned to custody for a violation are not eligible for return of any GPS fees which have been pre-paid.

- E. Parole agents are responsible to ensuring all EC inmates on their caseload submit the required GPS fees as directed. Inmates who fail to submit payment for required fees are subject to a response/sanction. Inmates remain responsible for any outstanding or unpaid GPS fees (See DOC policy 1.1.B.2 *Inmate Accounts and Financial Responsibility*).
- F. The GPS provider will promptly contact the Jameson Prison Annex (JPA) control room by telephone and email the supervising parole agent when there is a Master Tamper alert. Parole agents receive regular emails from the GPS provider noting general alerts involving inmates.
- G. JPA staff will contact the agent directly by telephone when a Master Tamper alert is received. If control room staff fails to contact the agent, control room staff will contact the parole agent's supervisor. If neither the agent nor supervisor can be contacted, control room staff will leave a voice mail (and email if possible) for both with information about the Master Tamper alert and request the agent/supervisor contact the control room when the message has been received.
- H. The inmate's parole agent will promptly respond to general GPS alerts (low battery, curfew or inclusion zone violations) and Master Tamper alerts (cut strap or no signal/response) received from the GPS provider or JPA control room during regular work hours. If the alert is received by staff outside normal work hours, the parole agent will respond the next business day.
- I. Agent's response to a GPS Master Tamper alert:
 - 1. Attempt to contact the EC inmate by telephone, personal contact or dispatch law enforcement to the inmate's residence to resolve the alert and/or verify the inmate's location;
 - 2. Proceed to the inmate's residence to determine the cause of the alert, if necessary;
 - 3. Alert authorities and/or supervisors if the alert is confirmed as a possible escape; and
 - 4. Review the violations with their supervisor, as necessary, and write a violation report or determine an appropriate response/sanction.
- J. The parole agent may remove the GPS unit from the EC inmate when the inmate transitions to parole supervision (INPD) and their supervision agreement does not require GPS, or when the inmate is discharged.
- K. Parole agents will review the GPS tracking report during personal contact meetings with the inmate, or if there are alerts/reports indicating possible non-compliance issues. The reviews will be documented in COMS as a case note.

5. Procedures to Determine Escape:

- A. Whenever it is suspected an inmate released to EC may have escaped, the supervising parole agent will attempt to establish contact with the inmate and verify the location of the inmate. Any of the following methods may be used to contact the inmate or verify the inmate's location:
 - 1. Telephone;
 - 2. Field contact at last known residence;
 - 3. GPS website verification of last unit contact;
 - 4. Collateral contacts, to include:
 - a. Family and friends.

- b. Last known employer.
 - c. Local law enforcement.
 - d. Community resource providers.
- B. When the supervising parole agent's attempts to contact and/or verify the location of the inmate fail, or it is clear, based on the circumstances and evidence, the inmate has escaped, the agent will contact their supervisor. The agent and supervisor will confirm at least two (2) of the following criteria are met before declaring an EC inmate escaped:
- 1. The inmate is not responding to phone calls or contact attempts made by the agent; or the inmate is not contacting the agent or reporting to the agent as instructed.
 - 2. The inmate has moved from their last known or reported residence.
 - 3. The inmate quit, was terminated or otherwise discontinued without authorization, their employment.
 - 4. The inmate has discontinued contact with family and friends or refused or not responded to attempts by family or friends to contact the inmate.
 - 5. The inmate is no longer attending required treatment, aftercare or other required programming/sanctioned activity, i.e. noncompliant with 24/7 program daily checks.
 - 6. The inmate has missed a confirmed appointment with the agent.
- C. The inmate shall be considered to have escaped if **one** of the following exists:
- 1. The inmate has removed his/her GPS unit without authorization (cut the unit off); or
 - 2. The inmate's location cannot be verified through GPS; or
 - 3. The GPS alert indicates the inmate is outside the inclusion zone without authorization; or
 - 4. The agent has received a reliable and verified report the inmate has failed to return to his/her residence/residential facility as specified (date and time) and is AWOL. Must be at least 1 hour past the specified return time.

6. Response to Confirmed Escape:

- A. Upon determination by the parole agent an inmate has escaped, the agent will contact the Northeast Regional Supervisor and Parole Senior staff and complete the steps outlined in the *Extended Confinement Inmate Escape*, [Attachment 6](#).
- B. The Director of Parole or designee will authorize the issuance of a warrant and initiate the process of placing the warrant on NCIC (See SDCL § [24-15-14](#)). The Director or designee will notify the Regional Supervisor or agent when the warrant is issued. The agent will ensure the Evidence Based Practices Manager is provided a copy of the warrant.
- C. The Regional Supervisor or Parole Senior staff will notify Jameson Prison Annex (JPA) of the confirmed escape. Control staff will move the inmate to "escape" in COMS.

1. During normal business hours, the Director will contact Parole Board office staff and authorize a warrant of escape be placed on NCIC.
 2. Outside normal business hours, the Director will contact the JPA control room authorizing a warrant of escape be placed on NCIC (by means of AM message to State radio) following the designated format/process.
- D. The agent will update the Extended Confinement Escape poster for the EC inmate and distribute (fax, email or scan) the updated poster and detainer to the following:
1. Local law enforcement (if applicable):
 2. South Dakota Highway Patrol,
 3. Sheriff's office where the escape occurred,
 4. Sheriff's office(s) in the county where the inmate was convicted for the crimes they are currently serving, and
 5. Jameson Prison Annex Control Room.
- E. Upon notification by the Director or designee confirming the escape, JPA control room staff will initiate all steps and procedures to complete the processes contained within the *JPA Extended Confinement Escape Checklist* (See [Attachment 5](#)). JPA staff will notify DOC staff listed on the Checklist and distribute the booking summary.
- F. The agent will complete the Extension of Confinement Violation report by the next business day following the escape and distribute the report to the Warden.
1. The agent will gather/create the EC documents (signed escape acknowledgement, signed GPS Agreement, EC Violation Report, Detainer and Escape Poster and send these to the Evidence Based Practices Manager.
 2. The agent will close the booking summary in COMS and notify the Corrections Specialist to open an escape booking in COMS.
 3. The agent will complete a Major Incident Report within three business days of the EC inmate's escape.
- G. If an EC inmate is apprehended outside of the state of South Dakota and refuses to waive extradition back to South Dakota, it is the responsibility DOC to request a Governor's Warrant.
1. The DOC will arrange transport of an apprehended EC inmate who is not initially returned to DOC custody by the arresting authority.
- H. The Evidence Based Practices Manager will ensure all information in F. 1. Is complete and forward this to the SD Attorney General's Office for potential prosecution.
- I. Inmates may be charged with escape, as described in the *Extended Confinement Escape Acknowledgement* (See [Attachment 2](#)) and subject to a parole response/sanction.

7. Violation Sanction Scale:

- A. The supervising parole agent will address violations of the conditions contained within the *Extension of Confinement Agreement* through application of the *Extended Confinement Violation Sanction*

Scale (See [Attachment 3](#)). If the parole agent intends to issue a sanction that is different than the sanction scale, or the behavior committed by the inmate is not listed on the violation severity scale, the agent will contact the Regional Supervisor.

1. The parole agent will document violations committed by the inmate and the corresponding sanctions in COMS (See *Extended Confinement Agreement of Violations*, [Attachment 7](#)).
- B. The supervising parole agent has authority to issue a violation report for an inmate's failure to abide by certain conditions of extension of confinement, including all applicable agreements to abide by the conditions of the release (See SDCL § [24-15-20](#) and [24-15A-27](#)). A violation report will be initiated upon determining the inmate's behavior(s) constitutes a threat or danger to the inmate or public (those violations with a response range of "R" return to Prison).
1. The parole agent will contact the parole supervisor and Director of Classification to conduct an "Institutional Review" of any sanction that requires an "IR" response. The Director of Classification may elect to staff the case with the inmate's case manager, Warden and Deputy Warden.
 2. The agent, supervisor and Director of Classification will review the impact the sanction or return to custody will have on the inmate, including but not limited to, parole compliance (release to parole supervision), community programming (terminated programming/non-compliance), requirement the inmate complete institutional programming (CD, MRT) upon return to custody, employment (loss of job), residential placement (loss of lease agreement, placement spot at halfway house), etc. The decision will be documented in a case note in COMS.
 3. In the event a violation results in a determination the inmate be returned to DOC custody, the parole agent will submit a violation report to the Warden. The parole agent will notify the facility control room prior to returning the inmate to DOC custody.
 4. Male violators are not required to be transported to the JPA for Admission and Orientation (A&O) unit. EC inmates will be returned to the institution for detainment and/or return to custody within the institution identified by the Warden.
 5. The inmate's classification will be reviewed upon return to custody, taking into account the violation/reason for return. When the offender has returned to DOC custody, the parole agent will close the Extended Confinement community booking in COMS.
 6. Institutional staff will write a Disciplinary Report for the inmate's violation behavior using the list of offenses listed within the current *Inmate Living Guide*). The disciplinary report will be generated based on facts and information documented in the violation report submitted by the supervising parole agent. Institutional staff will notify the Evidence Based Practices Manager of any relevant information that should be shared with the Attorney General's Office if prosecution is being considered for committing the violation, i.e. escape.
- C. The supervising agent may issue an extension of confinement hold/release detainer, to detain the inmate. Extended confinement holds and release detainers are located in COMS.

8. Accounts, Financial Accountability and Gate Money:

- A. Inmates approved for release to EC will be provided suitable clothing upon release, not to exceed one hundred dollars in actual cost. Inmates may have dress-out clothing sent to the facility up to 2 weeks prior to release.

- B. EC inmates will be issued travel money, not to exceed fifty dollars, if such funds were not provided to the inmate previously, in accordance with SDCL § 24-5-3 and DOC policy 1.4.G.3 *Inmate Release Procedure*. Transportation arrangements shall be approved by the inmate's unit staff.
- C. Inmates released to EC will have all sub accounts within the DOC Inmate Banking System (IBS) closed (See DOC policy 1.1.B.2 *Inmate Accounts and Financial Responsibility*). Inmates are responsible for managing their own finances while on EC and are permitted to open a personal banking account.

9. Count:

- A. Inmates released to EC will be placed on TAP/Off Count (See DOC policy 1.3.A.2 *Inmate Counts*).
- B. Upon transfer to EC, the community booking will be opened as an "Extended Confinement Release". The inmate will be assigned to a parole agent's caseload and included in the parole count.
- C. Upon return of an inmate to DOC custody, the inmate will be immediately placed on the institutional count.

V Related Directives:

SDCL §§ 22-11A-2.1, 24-2-25, 24-2-27, 24-5-3, 24-15-14 and 24-15A-50.
ARSD § 17:61:02:18 and 17:61:02:08.

DOC policy 1.1.A.3 -- *Staff Reporting Information to DOC Administration*
 DOC policy 1.1.A.4 -- *Relationship with News Media, Public and Other Agencies*
 DOC policy 1.1.B.2 -- *Inmate Accounts and Financial Responsibility*
 DOC policy 1.1.E.2 -- *Date Computation*
 DOC policy 1.3.A.8. -- *Inmate Drug Testing, Sanctions & Treatment*
 DOC policy 1.3.C.2 -- *Inmate Discipline System*
 DOC policy 1.4.G.1 -- *Inmate Release Plan and Transition Programming*
 DOC policy 1.4.G.2 -- *Inmate Release Procedure*
 DOC policy 1.4.G.6 -- *System Risk Level*
 DOC policy 1.5.G.1 -- *Parole Services Supervision Fees*
 DOC policy 1.5.G.4 -- *Parole Services-Community Risk Assessment and Supervision of Inmates*
 DOC policy 1.5.G.10 -- *Parole Services GPS and Electronic Monitoring*
 DOH policy P-E-13 -- *Discharge Planning*

VI Revision Log:

May 2017: New Policy

June 2018: Numerous revisions to language, structure of the policy and attachments and added new section to the policy and Attachments 6 and 7.

September 2019: Added "sex offense" and "simple assault on a law enforcement officer" in Section 2 A. 4. Deleted "Inmates will not be assigned a supervision level less than maximum supervision. Supervision levels shall be assigned on a case-by-case basis. Added "for the first two (2) months of supervision. Testing will continue based on circumstances and behavior, at the parole agent's discretion" in Section 3 E. 1. Deleted "intensive" and Replaced with "maximum" and Deleted "movement to maximum supervision, with approval from the supervising parole agent" and Replaced with "may be eligible for a lower level of supervision, based on the community risk score" in Section 3 F. Deleted G. "The supervising parole agent will complete a monthly Extended Confinement Monthly Report, which is an IWP within the Comprehensive Offender Management System (COMS), for each inmate included in their caseload." "Reports are due by the last day of the reporting month." "The IWP will be forwarded to the agent's supervisor, who will combine all reports received into one report and email this to the Deputy Secretary, Executive Director of the Board of Pardons and Paroles, Director

of Parole Services, the inmate's case manager and other designated staff as deemed appropriate." "The information contained within the report will be used to determine inmate compliance with the established conditions, criteria and requirements of their release to extension of confinement." in Section 3. Added "for legitimate purposes" in Section 4 B. 1. a. Added "Travel outside of the state must be pre-approved and for a legitimate purpose" in Section 4 NB. 1. b. Added "Control staff will move the inmate to "escape" in COMS" in Section 6 C. Added H. to Section 6. Deleted "the inmate's case manager, Warden, Deputy Warden" in Section 7 B. 1. Added "Institutional staff will notify the Evidence Based Practices Manager of relevant information to be shared with the Attorney General's Office, in the case prosecution is being pursued for escape from EC." in Section 7 B. 6. Added "Inmates may have dress-out clothing sent to the facility up to 2 weeks prior to release" in Section 8 A. Updated the Attachments.

Mike Leidholt (original signature on file)

11/06/2019

Mike Leidholt, Secretary of Corrections

Date

Attachment 1: Extended Confinement Agreement

The **Extended Confinement Agreement** form is located at:

<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Extended Confinement Agreement.doc>

EXTENDED CONFINEMENT AGREEMENT Attachment 1	EXTENDED CONFINEMENT AGREEMENT Attachment 1	EXTENDED CONFINEMENT AGREEMENT Attachment 1
<p>NAME: _____ DOC ID: _____ BOOKING ID: _____ EXTENDED CONFINEMENT RELEASE TYPE: Pre-Release <input type="checkbox"/> Services <input type="checkbox"/> PLACEMENT TYPE: Home Based <input type="checkbox"/> Residential Facility <input type="checkbox"/></p> <p>In consideration of my being released to Extended Confinement, I agree to the following: (Staff will have offender initial next to conditions that apply.)</p> <p>EA1: I will obey all Municipal, County, State, Tribal, and Federal Laws.</p> <p>EA2: I will not purchase, possess or use marijuana, natural/chemical drugs, narcotics, controlled substances, and mood-altering (dissociatives or drug paraphernalia). I will not purchase, possess or use anti-anxiety prescription medications or abuse prescribed or over-the-counter medications. I will submit to a drug testing when requested by DOC staff, law enforcement, or authorized program/facility staff.</p> <p>EA3: I will not gamble or enter places where gambling is practiced.</p> <p>EA4: I will not own, purchase, possess, transport or use firearms, explosives, or dangerous weapons, as determined by my parole agent, including stun guns, tasers, mace, pepper spray).</p> <p>EA5: I will submit to search and possible seizure, my person, property, place of residence, vehicles) at any time, with or without a search warrant and with or without cause. I agree to such a search and seizure at any place within or outside of the boundaries of the State of South Dakota, and at any place within or outside of "Indian Country" as defined by 18 USC 1151.</p> <p>EA6: I will secure advance approval from my supervising agent if at any time I wish to purchase, lease or borrow any motor vehicle, or operate any motor vehicle upon any public roadway).</p> <p>EA7: I will secure advance approval from my supervising agent, if at any time I wish to incur debt by borrowing funds or engaging in payment treatment (purchase of bonds).</p> <p>EA8: I will secure advance approval from my supervising agent, if at any time I wish to open or use a bank checking account.</p> <p>EA9: I will secure advance approval from my supervising agent, if at any time I wish to change employment or my place of residence. I will abide by my daily schedule as approved by my supervising agent.</p> <p>EA10: I will avoid contact with felons, fugitives and those on state or federal parole or probation. Exceptions may be granted by my agent for immediate family members.</p> <p>10/29/19</p>	<p>EA11: I will not travel outside of my assigned area/GPS boundaries, or leave the State of South Dakota without advance permission from my agent. I will keep my supervising agent informed of my whereabouts and activities when approved for travel and submit reports as required.</p> <p>EA12: I will allow my supervising agent to visit me in my residence and place of employment without advance notice and promptly respond to contact attempts by my agent.</p> <p>EA13: I will comply with all instructions and conditions that apply to my extended confinement, and cooperate by promptly and truthfully answering inquiries directed to me by a supervising agent or the DOC.</p> <p>EA14: I will take advantage of the opportunities offered me through my release to extended confinement, such as securing suitable employment and place of residence, family time and support, receiving and complying with treatment and becoming a productive member of society.</p> <p>EA15: I will not purchase, possess or consume any beverage containing alcohol, to include beer, wine and those beverages labeled as "non-alcohol" beer, or craft/beige etc. I will submit to breathalyzer and/or saliva drug tests when requested by DOC staff, law enforcement or authorized placement/program staff.</p> <p>EA16: I will not enter establishments where a primary business (2/3 of the sales) includes alcoholic beverages.</p> <p>EA17: I will make regular and consistent payments towards my financial obligations, as identified on the institutional obligations worksheet. I will notify my agent if at any time I fail to make a scheduled payment towards an obligation, includes court cost, fines, restitution, attorney's fees, child support, etc.</p> <p>EA18: I will participate, cooperate, and complete any programs or treatment required of me as a condition of my release to extended confinement, as directed by Health Services or Behavioral Health Services, including compliance with any required medications.</p> <p>EA19: I will not engage in any assaultive, abusive or violent behavior, stalking, or threats of violence, including domestic violence. I will not contact any of my victims.</p> <p>EA20: I understand that I am responsible for my healthcare and all associated costs, to include prescriptions, travel arrangement to appointments, medical co-payment, health insurance and co-payments, etc. If am unsuccessful at obtaining healthcare or other means of meeting my health care needs, (i.e. disability insurance, Medicare/Medicaid, VA benefits, etc.) I will promptly notify my supervising agent. Includes any information in these services that may occur without insurance.</p> <p>EA21: I understand that I will be supervised based on my Community Risk Assessment score. I understand I will be supervised at no less than maximum supervision for the first 30 days following release to extended confinement. Maximum supervision requires two personal contacts and one collateral contact each 30-day period. I understand my agent will determine my supervision level and explain the requirements that apply.</p> <p>EA22: I understand that I may be required to be on electronic monitoring (GPS) while released to extended confinement. I agree to not to remove, alter or tamper with the GPS unit without the consent of my supervising agent.</p> <p>EA23: Additional Conditions: _____</p> <p>I have read or have had read to me, fully understand, and agree to abide by the conditions of this</p> <p>10/29/19</p>	<p>agreement. I understand and agree that my supervising agent and/or the DOC has the authority to place me in custody at any time and return me to the State Penitentiary.</p> <p>Offender Name/Signature _____ Witness Signature _____ Date _____</p> <p>10/29/19</p>

Attachment 2: Extended Confinement Escape Acknowledgement

The **Extended Confinement Escape Acknowledgement** form is located at:
<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Extended Containment Escape Aknowledgegment.doc>

	EXTENDED CONFINEMENT ESCAPE ACKNOWLEDGEMENT Attachment 2	
NAME: _____		
DOC ID: _____		
BOOKING ID: _____		
<p>In Consideration of Extended Confinement being granted me, by signing this document, I understand that I remain an inmate under the jurisdiction of the SD Department of Corrections during my placement on Extended Confinement. I understand I have no implied right or expectation to be housed in any particular facility, participate in any specific program, or receive any specific service, and I understand I am subject to transfer from any facility, program, or service at the discretion of the DOC.</p> <p>I understand that any escape from a facility, program, or service maintained outside the penitentiary is violation of SDCL 22-11A-2.1 or 22-11A-2. I understand that any unauthorized absence from my extended confinement placement is an escape, a felony punishable by an additional prison sentence.</p> <p>22-11A-2. First degree escape—Felony. Any escape by a prisoner constitutes first degree escape if the prisoner effects the escape:</p> <ul style="list-style-type: none">(1) By means of the use or threat of violence;(2) From a secure correctional facility; or(3) From the immediate custody of a law enforcement officer or Department of Corrections employee. <p>First degree escape is a Class 4 felony.</p> <p>22-11A-2.1. Second degree escape—Felony. Any escape by a prisoner constitutes second degree escape if the prisoner effects the escape by means of failure to return to custody following an assignment or temporary leave granted for a specific purpose or limited period or leaves a nonsecure correctional facility without authorization. Second degree escape is a Class 5 felony.</p> <p>While released on Extended Confinement, the following violations constitute escape:</p> <ul style="list-style-type: none">• Failure to report to your supervising agent as directed or failure to respond to inquiries made by the agent;• Failure to report to a law enforcement agency as directed by your supervising agent;• Leaving your residence or facility of residence without the authorization of your supervising agent;• Failure to return, as directed by your supervising agent, to your residence or facility of residence following an assignment or approved leave; and• Failure to be present at a program or service as directed by your supervising agent. <p>I have read, or have had read to me, fully understand, and agree to abide by the conditions of this agreement. I understand and agree that my supervising agent and/or the DOC has the authority to place me in custody and that I may be returned to the custody of the DOC at any time.</p>		
X _____	_____	_____
<i>Offender Signature</i>	<i>Witness</i>	<i>Date</i>
Revised 10/31/2019		

Attachment 4: Extended Confinement GPS Blue Agreement

The **Extended Confinement GPS Blue Agreement** form is located at:

<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Extended Confinement GPS Blue Agreement.doc>

	<p>DEPARTMENT OF CORRECTIONS <i>Parole Services</i> 408 S 2nd Ave, Suite 104 Sioux Falls, SD 57104-6919 Phone: (605) 367-5780 Fax: (605) 367-5785</p>
GPS ELECTRONIC MONITORING AGREEMENT	
<i>GPS – BLU SUPERVISION AGREEMENT</i>	
<p>I understand and agree to abide by the conditions of this agreement and understand I am subject to GPS electronic monitoring as a condition of my placement on Extended Confinement.</p>	
<p>I agree to wear a Global Position Satellite (GPS) monitoring device to continuously track my whereabouts in the community. I understand that I will be financially responsible for all or part of the costs associated with GPS monitoring (up to \$3.10 per day). I understand I am not eligible for a refund of any money paid for GPS monitoring if I am returned to custody for violations.</p>	
<p>I agree to properly maintain all GPS equipment, which shall include keeping the unit charged, in good working order, and reporting any issues regarding the GPS equipment to my supervising agent immediately. I understand that tampering with or removing the GPS unit without authorization constitutes a violation of the conditions of my release to Extended Confinement and that I may be returned to custody.</p>	
<p>I understand and agree that if any of the GPS equipment is damaged, lost, or not returned, I am liable for any and all costs associated with the repair, recovery, or replacement of such equipment.</p>	
Start Date: _____	
End Date: _____	
_____ days X \$ _____ = \$ _____ (total)	
_____ Inmate Name (Printed)	
_____ Inmate Signature	_____ Date
_____ Agent Name (Printed)	
_____ Agent Signature	_____ Date
Revised 10/28/2019	Page 1 of 1

Attachment 6: Extended Confinement Inmate Escape

The **Extended Confinement Inmate Escape** form is located at:

<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Extended Confinement Inmate Escapes.doc>

Extended Confinement Inmate Escape Attachment 6

Immediate/Initial Agent Response:

1. The agent will confirm the escape and that the offender is on Extended Confinement (EC). The Northeast Regional Supervisor/Parole Senior Staff will be promptly notified.
 - a. The Director of Parole/Director of Parole Services will authorize the issuance of a warrant and initiate the process of placing a warrant for escape on NCIC.
2. The Supervisor/Parole Senior Staff will notify Jameson Control room of the escape.
 - a. During normal business hours, the Director will contact Parole Board Office staff to authorize and direct a warrant of escape be placed on NCIC.
 - b. Outside of normal business hours, Director will contact the JPA Control Room to authorize and direct a warrant of escape be placed on NCIC (by means of AM message to State Radio following designated format/process).
3. The agent will gather and distribute the EC escape poster and a detainer to local law enforcement and CC: JPA Control Room.
 - a. The agent will add pertinent information to the poster and body of an email (recent and supervision related information that may assist LE in locating the offender).
4. The control room will complete the EC Escape Checklist and distribute a booking summary and other related information to DOC Senior Staff.
5. The agent will complete the EC Violation Report and distribute to appropriate institution staff.

Follow-up Response from Parole Agent:

1. The agent will gather/create the EC documents (signed escape acknowledgment, signed GPS Agreement, EC Violation Report, Detainer and Escape poster) and send to the Evidence Based Practices Manager.
2. The agent will close the community booking in COMS and notify the Corrections Specialist to open the escape booking in COMS.
3. The agent will complete the Major Incident Report within three working days.

Follow-up Response from Institution:

1. The institution will complete DOC Notifications as outlined in the Extended Confinement Escape Checklist

****Note – When out of the office/after normal business hours, agents can access COMS to create the necessary reports utilizing VAS ("Virtual Access Service") without having to report to the office. The agent can also ask the SDSP Control Room to generate the reports and send to the Agent. |**

Attachment 7: Extended Confinement Agreement of Violation and Sanction

The **Extended Confinement Agreement of Violation and Sanction** form is located at:
<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Extended Confinement Agreement of Violation and Sanction.doc>

EXTENDED CONFINEMENT AGREEMENT OF VIOLATION AND SANCTION Attachment 7	
Name: <input type="text"/>	Booking ID: <input type="text"/>
You are hereby notified of the following alleged violations of the terms and conditions of your supervision agreement.	
CONDITION(S) VIOLATED: <input type="text"/>	
INCIDENT DESCRIPTION: <input type="text"/>	
Pursuant to the Extended Confinement Supervision Agreement, the following is the behavior(s)/violation(s) committed, along with the corresponding recommended sanction(s) for the violation:	
BEHAVIOR(S) AND SANCTION(S) IMPOSED: <input type="text"/>	
This sanction is being administered by Parole Services staff and serves as an agreement between you and Parole Services. If you choose to accept this agreement and complete the recommended action, no further action will be taken at this time. If you have not committed the violation, or choose not to accept this sanction, or do not complete the recommended action, this matter will be referred to the Warden from the facility from which you were released for review and action. The Warden has authority to order your return to custody. You may be detained in custody during the review.	
The information contained in this Agreement of Violation and Sanction can become part of any subsequent Violation Report submitted to the Warden and may be used as a Condition Violated.	
By your signature below, you admit to the violations(s) and agreeing to complete the sanction(s) listed herein, and that you are not acting under any threat, fear, coercion, or promise, and are acting of your own free will. You hereby admit you have violated the conditions of your Extended Confinement Supervision Agreement and will comply with the ordered response and make corrections to your behavior.	
_____ Parolee Signature	_____ Date
Witness: _____	Date: _____
Revised: 10/28/2019	Page 1 of 1