

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 the Inmate Banking System shall be in accordance with accepted accounting practices and procedures.

III Definitions:

Community Transition Program (CTP):

A DOC program to assist with community transition for offenders and to provide a transition link between the DOC and the community by providing programming and case management assistance to the offender as they transition to the community.

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 the disciplinary process. Examples include jail costs as a result of detainment or hold, transportation, or costs for intentional, willful, reckless destruction, damage or loss of state/DOC property and outstanding credit obligations created by a lack of funds.

Credit Obligations:

A loan obligation resulting from a charge that overdraws an inmate's spend account. Includes fees for postage and handling, indigent spending, disciplinary fines, fees for lost or replaced photo IDs, cost of damaged or lost state property, medical service copayments or other fees and duplication of records or retrieval of records. 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.

Disciplinary Fines:

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

Financial Plan:

A plan developed and maintained by the inmate and unit staff that identifies an inmate's financial obligations. 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 Test, will not be recorded on the Inmate Financial Worksheet. However, these fees are entered into the Inmate Banking System.

Fixed Obligations:

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

Inmate:

An offender in the custody of the DOC institutional system.

Inmate Account:

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

Inmate Banking System (IBS):

The DOC owned and operated accounting system.

Inmate Financial Responsibility (IFR):

Inmates are responsible for financial obligations incurred prior to incarceration, during incarceration and while on parole supervision (including release to extension of confinement) . Outstanding financial obligations remain the responsibility of an inmate after discharge from DOC.

Inmate Subaccounts:

1. Spend Account (REG):

A subaccount into which may be placed a maximum 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. The maximum amount/balance that may be retained within the account is \$300.

3. Frozen (FRZ):

A subaccount which funds (deposits and earnings) may be received. The majority of funds will originate in FRZ for posting and are then transferred to various subaccounts and obligations, depending upon the receipt type. Any funds remaining after formula distribution will remain in FRZ until release. In special circumstances, frozen funds be transferred with approval from the Warden to other accounts for purchases and obligations (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 requires 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 work-related expenses of an inmate/offender in the Work Release program or Community Transition Program. Funds may only be used for work-related expenses.

Parolee:

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

Prison Industry Enhancement Certification Program (PIECP):

A program administered by the DOC that has been certified by the Department of Justice, Bureau of Justice to allow the interstate sale and distribution of inmate-produced goods.

Special Program:

Includes Work Release (WR), the Community Transition Program (CTP) and Prison Industries Enhancement Certification Program (PIECP).

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

A. Upon admission to the DOC, inmates will be offered the opportunity to authorize the DOC to establish sub accounts to deposit funds received by the inmate while incarcerated (See DOC policy 1.4.A.2 [Inmate Admission](#)). Inmates must sign an *Admission Document*, ([Attachment 2](#)), authorizing the DOC to deposit and transfer funds received for the inmate. The document shall be scanned into the Comprehensive Offender Management System (COMS). The term of the authorization is for the duration of the inmate's current booking. Consent provided by the inmate through acceptance of the Admission Document, as 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 the inmate 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 staff in the applicable business office of the inmate's refusal. No outside funds received for the inmate

may be deposited on an inmate's behalf into the IBS without a valid, signed *Admission Document* (inmate payroll is exempt and may be posted).

2. Checks or other fund instruments received by the DOC for an inmate 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 to the DOC to only deposit or transfer select funds.
- B. All funds 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 rejected funds an inmate refuses to send out shall be deposited into the confiscated funds account, which is deposited into the state general fund (See SDCL § [24-2-26](#)) at the close of each fiscal month. Inmates are not allowed to receive cash through the mail. The DOC is not responsible for cash or returned/rejected funds.
- C. Inmates may withdraw from participating in the IBS at any time by completing a Revocation of Power of Attorney form ([Attachment 5](#)). 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 by staff (See SDCL § [24-2-5](#)). Staff will document the amount of the funds and deposit the funds, or instruct the inmate to send the funds out if no Admission Document is signed or the funds are rejected.
- B. Inmates may receive payroll checks, business checks, checks issued by a Government agency (U.S. Treasury), Tribe or other approved funds received directly or through the inmate's Attorney at Record. Inmates may receive cashier's checks or money orders (must be 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/funds 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 return postage costs and a certificate of mailing when returning/sending out rejected funds.
- C. Inmates may only receive money orders from those individuals on their approved visit list, their attorney or others 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. Inmates may have funds electronically deposited into their respective accounts by individuals on their approved visit list or their attorney, through kiosks located at the institution or on-line deposit through JailATM.com. Availability of such services may vary by institution. Transaction fees may apply and may be assessed to the depositor of the funds.

- E. Earnings/wages received for an inmate participating in employment within institutional support, Work Release, Community Transition Program (CTP) or Prison Industries Enhancement Certification Program (PIECP), will be deposited into the inmate's subaccounts through the IBS, in accordance with DOC policy, state statute and rule.
1. PIECP payroll posting dates falling on a state, federal or administrative holidays will result in the funds being posted the following business day.
- F. Depending on receipt type, funds received at the institution for an inmate will be deposited into the inmate's subaccounts through the IBS, usually within three (3) business days of receipt (may be sooner for deposits made through a kiosk and on-line credit card deposits). Funds will normally be available within one business day of being deposited into the account; however, the Warden or designee may direct finance staff to freeze an inmate's funds for a period not to exceed ten (10) business days when reasonable cause exists, i.e. investigative purpose or rule violation.
1. Funds received in error, suspected of being received illegally or those which are 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 (illegal or contrary to policy) may be forfeited by the inmate.
- G. Funds received directly at an institution for an inmate from the U.S. Treasury identified as Veterans Benefits, United States Department of Interior with the Office of the Special Trustee for American Indians, 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), as well as checks from the Indian Trust Settlement Disbursement Account, (settlement funds), may not be used to pay credit obligations, fixed obligations or PLRA, unless the inmate specifically requests the funds, or a portion thereof, be applied to such obligations (See Funds Transfer Agreement, [Attachment 4](#)). Tax returns and stimulus payments are not exempt from garnishment and will be processed as a normal incoming mail deposit.
1. The above received funds, or others as verified by the DOC, are exempt from garnishment or mandatory application towards specified obligations.
 2. If an inmate receives any such funds while incarcerated, the full amount of the specified funds will be deposited into the inmate's specialty account.
 3. Inmates received at a DOC facility with a check issued directly from any of said sources may deposit the check into their subaccounts. The inmate may be required to provide verification of the origin of any funds they claim are issued from any such source.
 4. Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) payments generally are not payable for the months an inmate is confined to a jail, prison or certain other public institutions for committing a crime.
- H. Inmate subaccounts within the IBS are non-interest bearing.
- I. Inmates will receive notice of any funds received directly at the facility that are deposited into the inmate's subaccount(s) (See ARSD [17:50:01:18](#)). Does not apply to funds received electronically through the kiosks or credit card transactions. Inmates may view account balances, obligations, debts and financial transactions for the previous 60 days from their tablet or a kiosk.

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 (20%) of the total funds deposited.
- 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 in COMS.

4. Special Program Wage Requirements:

- A. Inmates cannot request, order or agree to the withholding of funds from their paycheck/wages, except for approved employer benefits and required federal withholding. Withholding for employer benefits must be approved in advance by unit staff and is limited to health and/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 established by the DOC. Appropriate and reasonable costs incident to the inmate's confinement may be collected from the inmate's wages earned while on work release. The priority of disbursements for work release inmates shall be in the order set forth below (See SDCL § [24-8-9](#)):
 - 1. Room and board charges.
 - 2. Credit obligations, which include travel expenses and other incidental expenses related to the work release program.
 - 3. Spend subaccount deposits, up to \$160 maximum per month for commissary purchases, medical services, copies, phone or tablet services.
 - 4. Savings amount of 5% of amount deposited, up to \$300 maximum.
 - 5. Support of legal dependents.
 - 6. Payments on restitution.
 - 7. Payments on fines.
 - 8. DOC costs incurred (supervision fees, remote breath tests, GPS, etc.)
- C. The balance, if any of the wages received, will be retained in the inmate's institutional frozen subaccount. Funds deposited into this account are payable to the inmate upon release to parole, suspended sentence, transfer out-of-state, extended confinement, or discharge from the DOC.
- D. Any deposit of 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 account.

- E. Inmates assigned to PIECP will first have deductions designated in DOC policy 1.5.A.2 *Prison Industry Enhancement Certification Program* applied to their earnings/wages, in accordance with SDCL §§ 24-7-3(1) and 23A-28B-40. Any remaining amount 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 issued 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 the 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 shall be applied to the South Dakota Victims Compensation fund.
- F. Wages earned, or funds received by an offender while participating 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, followed by PLRA. 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).
- G. Any deposit of wages earned while in CTP 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 unit staff becomes aware of an obligation not previously documented on the inmate's IFR, or changes in a previously documented fixed obligation, or the inmate is reclassified, staff will review and update the inmate's IFR.
- 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 and will be deducted from the inmate's banking account. Restitution costs owed by the inmate will be sent to unit staff for inclusion in the inmate's IFR and 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 for commissary purchases.
1. Any property purchase exceeding the \$40 per week amount (kiosk property such as footwear, headphones, etc.) must be submitted for withdrawal from the inmate's savings subaccount. If less than \$40, the inmate may use their spend account to complete the purchase. The accounts must contain sufficient funds. If not, the request to purchase the property shall be denied. Indigent inmates are not permitted to request property purchases from savings.
 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, costs and claims for medical services not paid by the DOC and for which the inmate is determined to be responsible (See DOC policy 1.4.E [Medical Services Copayments](#)).
 - b. Transactions documented on a commissary slip, postage or other correspondence related costs due, fines (see DOC policy 1.3.C.2 [Inmate Discipline System](#)), deposits required for “loaner” property or forfeiture of a deposit, donations to inmate group account or approved fund raising event, purchases from approved vendors (crafts or religious/cultural items), duplication/copies or retrieval fees for an open records request, repair or replacement costs for state property (See DOC policy 1.3.C.4 [Inmate Personal Property](#)).
3. Inmates are responsible for tracking their account balances, including all deposits and withdrawals.
 4. An inmate’s spend subaccount may receive deposits totaling \$160.00 per calendar month.
- B. 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.
1. Inmates who are unable to pay for essential services or items as a result of insufficient funds will not be deprived of those services or items, including but not limited to medical services, and legal copies, materials or postage. Refer to DOC policy 1.2.E.1 [Inmate Commissary](#) for information about indigent commissary.
- C. 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/cultural representative, group or organization (See DOC policy 1.5.F.1 [Inmate Religious and Cultural Activities](#)).
 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.
- D. The DOC may write-off an inmate’s credit obligation if the amount exceeds \$100. The amount written-off shall be added to DOC costs incurred. This write-off is limited to one-time per calendar year, per inmate, during the last quarter of the fiscal year. Transfer of credit obligations to DOC costs incurred is determined by business office staff following a review of credit transactions and per the guidelines and limitations directed by the Director of Operations.

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) and consistent with the following requirements:
 - a. Not to exceed the \$300.00 maximum savings balance.
 - b. Funds transferred from spend to savings cannot be transferred back to spend.
 - 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 date the transfer was completed.
 - 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 (as determined by the Warden or designee), may, subject to approval by the Warden, transfer funds from frozen to spend or savings (See ARSD 17:50:01:21).
 3. Specialty funds to Spend. Only exempt funds may be transferred from the specialty subaccount (must be approved by unit staff). Includes the following transactions:
 - a. Specialty exempt funds to the inmate's spend account, provided the inmate agrees in writing that these funds may be applied to any credit obligations that have accrued or may accrue (See Funds Transfer Agreement, [Attachment 4](#)). This transfer is subject to the \$160 calendar month deposit limit, plus any credit obligation owed. All credit obligations will be paid off immediately following the transfer of funds to the inmate's spend account and prior to any other spend transactions occurring.
 - b. Specialty to savings (\$300.00 limit), if no credit or fixed obligations are owed (except costs of incarceration). If credit or fixed obligations are owed, the Warden or designee may specifically authorize the inmate to transfer exempt funds to savings, provided the inmate agrees in writing to pay any credit obligations owed and that a portion of the funds as agreed upon by the Warden, will be applied to fixed obligations owed.
 - c. Specialty to fixed obligations, credit obligations and PLRA.
 4. Specialty to Savings. Funds deposited into the specialty subaccount specifically for the purchase of a television may be transferred to savings to complete the purchase.

8. Fixed Obligations:

- A. Fixed obligations include debts related to crimes committed, court-ordered fines, costs, fees, disciplinary sanctions (See SDCL § 24-2-29), restitution and victim compensation. Fixed obligations include prison and/or parole related obligations, which may be listed on an inmate's financial plan. Parole violators in the custody of the DOC may be charged supervision fees and other parole-related fees. Parolees who have had their parole revoked, will not be refunded for parole-related fees already submitted to the DOC. Disbursement of an inmate's funds shall be completed to defray the inmate's obligation(s).
- B. Anytime the total of deposits into an inmate's spend account for a one month period exceeds \$160.00, a percentage of the funds received, as established by the DOC, will be transferred to

the inmate's savings subaccount, based on receipt type. Any eligible remaining amount, after disbursement to the inmate's 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.

- C. Fixed obligations and costs incurred will be paid from funds 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 (See SDCL § 24-2-28).
 - a. An inmate may be charged for costs incurred when costs related to the incarceration/custody of the inmate have been incurred by the department or other, and documentation exists describing the cost.
 - b. Any documentation of costs incurred while in custody will be included within the inmate's IFR. This includes any amount owed/costs incurred that was charged off from an inmate's credit obligations to a fixed obligation under DOC costs incurred (amount that exceeds -\$100.00).
 4. Parole supervision fees.
 5. Parole SCRAM/GPS fees.
 6. Parole Remote Breath Test, electronic monitoring and extended confinement fees.
- D. The DOC shall notify the inmate of any disbursements made from the inmate's subaccounts, pursuant to SDCL § 24-2-29 (See ARSD 17:50:01:18).
- E. Inmates requesting account statements or copies of individual transactions (deposits/withdrawals/transfers) may be charged a fee of .50 cents for each sheet. The inmate must have funds within their spend account. Inmates are provided one copy of their statement each month.

9. Costs of Incarceration (COI):

- A. The DOC will set an annual per diem cost based upon the prior year's costs (percent charged, based on receipt type, etc.) Cost 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. Cost of incarceration charged to the inmate will be determined by multiplying the number of days the inmate is in DOC custody and determined to owe cost of incarceration by the daily per diem, as set by the DOC.
- C. Inmates in the custody of the SD DOC from another jurisdiction, when the jurisdiction is paying a set per diem for placement/custody of the inmate, will not be charged cost of incarceration. However, the inmate shall remain responsible for other fixed obligations, as ordered by the courts or as directed by the jurisdiction placing the inmate in DOC custody.
- D. Inmates with fixed obligations may be charged costs of incarceration.
- E. Inmates earning PSPI, CTP and work release earnings, and inmates held by another jurisdiction housed with the SD DOC on a per diem basis who do not owe child support, restitution, fines, fees or court ordered sanctions and/or costs incurred, will have any remaining funds received placed in their frozen subaccount.
- F. Inmates released to CTP are responsible for work release room and board charges until their entire wage earned is for CTP work hours only.
- G. 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). The waiver shall remain in effect until rescinded by the Secretary, based on changes in the inmate's status, or until the inmate releases/discharges from custody.

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

- A. Unit staff may approve an inmate's request to use savings funds to purchase approved 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 magazine or newspaper subscriptions, books, religious items and craft supplies from approved vendors, inmates may not purchase property directly from a vendor.
- B. Unit staff may approve an inmate to apply funds in their savings subaccount towards fixed obligations, if no credit obligations, leaving a minimum balance within the account of \$50.00.
- C. Inmates may apply funds in their savings (if no credit obligations or fixed obligations) or spend subaccounts, towards religious tithes or contributions to an approved DOC group account (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-related expenses to their unit staff.
- E. Inmates may request to deduct funds in their savings subaccount if the inmate has no credit obligations or fixed obligations, and may send the funds to the following:
 - 1. A business or vendor, as approved by DOC 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). DOC staff shall retain authority to determine the legitimacy of the personal representative.
 5. An individual on the inmate's approved visit list.
 - a. An inmate cannot send funds to an institutional volunteer or an M-2/W-2 sponsor.
- F. An inmate may not deduct funds from his/her frozen subaccount without approval from the Warden (See ARSD [17:50:01:21](#)). Deductions will only be approved for special circumstances and shall be considered on a case-by-case basis.
- G. If an inmate has funds contained within their speciality account that came from funds identified in Section 2 F., the inmate is ineligible for indigent status 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, verifying the inmate's date of birth matches, to determine whether an inmate has court ordered obligations.
 2. Unit staff will query the South Dakota SSDC system (Social Services, Division of Child Support) to determine if the inmate owes child support and to verify the amount owed.
 3. Unit staff will question each inmate about any known fixed obligations which the inmate may self-disclose.
 - a. If an inmate denies having fixed obligations, and is later found to have been untruthful in disclosing information about fixed obligations, the inmate is subject to disciplinary action.
 4. Unit staff will document all other court order obligations (such as court appointed attorney fees and court costs that may come through the auditor's office and not the Clerk of Courts report from Odyssey).
- B. Obligations will be documented by unit staff on the *Inmate Financial Worksheet* ([Attachment 1](#)) and within the Offender Obligations section in COMS.
1. Fixed obligations will be added upon confirmation of the amount owed.
 2. If there is no record of the obligation on Odyssey, but a court order exists documenting an obligation, a confirmation form may be sent (See [Attachment 6 Inmate Financial Responsibility Verification](#) form).
 3. 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).

4. Court ordered obligations will be recorded in the Offender Obligations section in COMS with the court docket number.
 - a. Multiple obligations under a single docket number will be recorded as a single entry on the *Inmate Financial Worksheet* (in COMS).
 - 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.
 5. 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.
 6. 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*, which must be signed by the inmate and unit staff person preparing the worksheet and scanned into COMS.
 2. When an inmate is transferred to another unit, unit staff from the receiving unit must review the *Inmate Financial Worksheet*.
 3. The *Inmate Financial Worksheet* and the IBS records must reconcile.
 4. Parole supervision fees, SCRAM/GPS and electronic monitoring fees will not be listed on the file copy of the IFR but will be documented in COMS. These fees are community based. The inmate shall be responsible for 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 each time a review is conducted, a modification is completed, or a change in the inmate's status occurs, including when the inmate is placed on parole supervision. The inmate must be notified of any changes in the IFR.
- 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 entirety to other child support or court-ordered obligations documented on the inmate's IFR. If no other child support, court-ordered obligations or fixed 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 fixed obligation is noted besides COI 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 released on parole supervision or suspended sentence. Fixed obligations are not limited to an inmate's current booking.
 - 1. The Parole Board shall require the implementation of a restitution plan or 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. Pursuant to 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 the inmate is discharging, shall be transferred by the 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. The DOC shall make available, information about disbursements made from the inmate's subaccounts, pursuant to SDCL § [24-2-29](#) (See ARSD [17:50:01:18](#)). The DOC shall provide banking balances transaction records for the past 60-day period on an inmate's tablet. This information may also be accessed by the inmate through kiosks located within facility. In the event the balance and transaction information is not available on the inmate's tablet or kiosks, the DOC will provide the inmate a printed banking statement once each calendar month (See ARSD [17:50:01:20](#)).
 - 2. 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).
 - 3. Inmates requesting statement of their accounts may be charged .50 cents per statement and must have funds within their spend account.

13. Stop Payments:

- A. An inmate may request a "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. The inmate must have funds within their spend account.

2. Inmates may be assessed additional fees or costs incurred, including the amount of the check if cleared through the bank.
- 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 3](#)).

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.
- B. If a stale-dated check clears the bank at a later time, the inmate's account will be charged.
- C. The refunded amount will be deposited into the inmate's account from which the check was drawn.
- D. 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 only 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 by the inmate (See [Attachment 5](#)). Sub accounts will not be closed if the inmate is placed on temporary status at a county jail, hospital or out-to-court, i.e. temporary absence (TAP), or the inmate transfers to CTP.
 1. The balance of the inmate's subaccounts (spend, savings, family support, work release expense, specialty 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 (does not include exempt funds in the specialty subaccount).
 2. After gate money and transportation provisions are calculated (for eligible inmates only), a debit card and/or check will be issued to the inmate for the entire amount of funds remaining in the subaccounts, including any payroll due (See DOC policy 1.4.G.2 [Inmate Release Procedure](#)).
 3. Inmates must contact the vendor to request remaining funds from their tablet or telephone accounts.
- B. For inmates releasing to parole supervision, the amount of any unsatisfied obligations will be transferred to parole services 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 written-off and added to DOC costs incurred.

2. If an inmate is returned to DOC custody as a violator, the inmate shall be assessed any remaining balance of costs incurred.
 3. Inmates are responsible for making arrangements to pay towards costs incurred prior to release to parole, suspended sentence or discharge.
 4. 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](#)).
 5. The DOC may forgive indebtedness upon the inmate's final discharge.
- C. If an inmate is discharged or dies while in DOC custody with funds remaining in their subaccounts, the Warden shall apply any eligible funds remaining towards the inmate's obligations, as provided for in SDCL § [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 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 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.
- C. Designated staff must sign off on the inmate's commissary slip before the request is sent to the business office for processing. Staff with authority to approve transaction requests are as follows:
1. Checks from spend subaccount – approved by unit staff, CTP coordinators or property officer.
 2. Checks from family support subaccount. Limited to legal dependents or their legally appointed representative. Payments must be to a person, not a bank, business, or third party – approved by unit staff
 3. Checks from savings subaccount when the inmate has fixed/and or credit obligations – approved by Warden or designee.
 4. Checks from savings subaccount when the inmate does NOT have fixed and/or credit obligations other than work release or CTP room and board, PSPI obligations or COI – approved by unit staff.
 5. Checks from work release expense subaccount – approved by unit staff
 6. Checks from frozen subaccount – approved by Warden or designee.

7. Checks from specialty subaccount for mother/infant program or to the vendor for lease of a replacement tablet – approved by unit staff.

17. Phone Accounts:

- A. Inmates with a phone account with the approved telephone services vendor may deposit funds into their phone account in accordance with DOC Policy 1.5.D.4 [Inmate Access to Telephones and Tablets](#). Inmates may not close their phone account until release or discharge from custody.
- B. Inmates may transfer money from their spend account to their phone account in \$5 increments. The request must clearly state “transfer to Phone account”.
- C. Inmates may transfer funds from their savings account to their phone account in \$5 increments, provided they do not owe any credit or fixed obligations, other than COI.

18. Tablet Accounts:

- A. Inmates may transfer funds from their spend subaccount to the tablet account in \$5.00 increments, *with* unit staff’s approval. The request must clearly state “transfer to Tablet account”.
- B. No inmate may transfer funds to or from his/her tablet account to another inmate’s tablet account.
- C. Funds in the inmate’s tablet account may not be used for other purposes. Inmates may not close their tablet account until release/discharge from DOC custody (See DOC Policy 1.5.D.4 [Inmate Access to Telephones and Tablets](#)).
- D. The DOC does not accept monies intended for deposit into an inmate’s tablet account. All such funds must be sent directly to the vendor. Incoming funds received by the DOC designated as “tablet funds” will be deposited into the inmate’s institutional account(s) in accordance with DOC policy. The only exception is for funds designated for payment to lease a new tablet.

19. TV Purchase/Tablet Lease:

- A. An inmate may purchase a TV or lease a tablet (only applies to inmates who are no longer eligible for free access to a loaner tablet) with funds from their specialty account. Indigent inmates may not request to purchase a TV or lease a tablet unless all prior credit obligations are paid.
- B. An inmate may receive funds to purchase a TV or lease of a tablet.
 1. The money order must be specifically marked “for TV purchase” or “Tablet Lease” 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 will remain in the inmate’s specialty account until release or discharge.

3. When designated funds are deposited, business office staff will note "TV purchase" or "tablet lease" in the comments section.
4. Eligible inmates may purchase a TV or lease a tablet after the funds have been deposited and the appropriate commissary slip has been received by the business office to transfer these funds from Specialty to Savings when completed through a kiosk. Tablet leases will be completed through a check issued to the vendor.
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 specialty sub account and remain until release.
6. Inmates with a credit obligation as a result from overdrawing their spend account may not purchase a TV or lease a replacement tablet until the credit obligation is paid in full.

20. Reimbursement of Offender Liability:

- A. A conditional release offender who posted an interstate compact security bond prior to March 3, 2010 will have his/her offender liability deducted from the proceeds of that bond (See Parole Services OM 7.3.E.5 [Collection of Financial Obligations](#)).
 1. Documentation of offender liability will be forwarded for processing to the SDSP business office for male offenders and to the SDWP business office for female offenders.
 - a. If the amount of the offender liability is less than the amount of the interstate compact security bond:
 - 1) The balance will be put in the offender's "old funds" account if the offender posted the bond from his/her own funds;
 - 2) The balance will be sent out to the person who posted the bond on behalf of the offender; or
 - 3) The balance will be prorated between the offender and the outside person, if the bond was posted through a combination of funds from the offender and an outside person. The offender's residual share will be put in his/her "old funds" account and the outside person's residual share will be sent out to them.
 - b. If the amount of the offender liability is greater than the amount of the interstate compact security bond, the business office will document the difference in the restitution owed to the DOC account.
 2. Any residual funds from an interstate compact security bond posted by the offender will not be released to that offender until he/she discharges his/her sentence(s) or paroles in state and it is determined there is no remaining offender liability.
 3. If a conditional release offender remains on supervised release or is revoked and reinstated, the parole agent can require the offender to reimburse the DOC directly through a money order(s) for the amount of the obligation.

21. 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 request Administrative Remedy (See DOC policy 1.3.E.2 [Administrative Remedy for Inmates](#)).

22. 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.4 -- [Inmate Personal Property](#)
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.F.1 -- [Inmate Religious and Cultural Activities](#)
DOC policy 1.5.G.1 -- [Parole Supervision Fees](#)
DOC policy 1.5.G.2 -- [Parole 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 Stale 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 "vendor" 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 by 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 vendor 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 is 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 be 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 vendor 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 overdrawing” 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.

March 2019: Revised definition of "Frozen". **Added** "the confiscated funds account, which is deposited into the General Fund at the close of each month" in Section 1 B. **Added** "through the Revocation form" in Section 1 C. **Added** "business checks" to Section 2 B. **Added** new D. to Section 2 **Added** "Depending on receipt type"

and **Added** “may be sooner for kiosk deposit and on-line credit card deposits” in Section 2 F. **Added** U.S. Treasury” in Section 2 G. **Added** 4. to Section 2 G. **Deleted** “inmate subaccounts will not be charged transaction fees other than stop payment fees for checks, as requested by the inmate” in Section 2 H. **Added** “with the exception of funds received electronically (kiosks or credit card) in Section 2 I. **Added** 1-8 to Section 4 B. **Added** PLRC, and then” in Section 5 C. **Added** “and will be deducted from the inmate’s banking account” and **Added** “costs not documented on a commissary slip” in Section 5 B. **Deleted** “exceeding the \$40 per week amount” and **Added** “Indigent inmates are not permitted to request property purchases from savings” in Section 6 A. 1. **Deleted** B. 1-5 in Section 6. **Deleted** “Inmates may submit a request to their unit staff to and **Added** “write-off credit obligations exceeding \$100” and **Deleted** “up to a maximum amount of \$160.00 and **Added** “occurring during the last quarter of the fiscal year. This transfer of credit obligations to costs incurred is determined by the business office following a review of credit transactions and per the guidelines and limitations set by DOC Administration” in Section 6 C. **Added** D. 1-5 to Section 6. **Deleted** a. “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](#))” in Section 7. a. and **Replaced** with new a. and **Added** b. in Section 7 A. 3. **Deleted** “and funds designated for TV/tablet deposits” in Section 7 A. 3. **Added** “an inmate’s received deposits to their spend account exceed” and **Deleted** “the total balance of funds contained within an inmate’s spend account reaches” in Section 7 B. **Deleted** 1. in Section 7 B. **Added** “parolees who have been revoked will not be refunded by the DOC for parole-related fees already submitted” in Section 8 A. **Deleted** 1. in Section 8 A. **Added** “credit obligations to a fixed obligation under DOC Costs Incurred” and **Deleted** “negative spend balance” and **Deleted** “160” and **Replaced** with “100” in Section 8 C. 3. b. **Added** “extended confinement fees” in Section 8 C. 6 **Deleted** .50 cents and **Replaced** with .10 cents in Section 8 E. **Added** “but remain responsible for payment on other fixed obligations, as ordered” in Section 9 C. **Added** F. to Section 9. **Added** E. to Section 9. **Deleted** “The DOC shall notify the inmate of any disbursements made from the inmate’s subaccounts pursuant to SDCL § 24-2-29 (See ARSD 17:50:01:18). The DOC provides inmate banking transactions for the past 60-day period on the inmate tablet. In the event a tablet is not available to an inmate, the DOC will provide a printed monthly inmate banking statement once each calendar month in Section 10 A. 2. **Added** “if owe not credit obligations” and **Added** “or fixed obligations” in C. and E. in Section 10. **Added** “verifying the date of birth matches” in Section 11 A. **Added** a. to Section 11 A. 3. **Added** 4. to Section 11 A. **Added** 2. to Section 11 B. **Added** “copy of the IFR will be on COMS” in Section 11 C. 4. **Added** 1. to Section 12 A. **Added** “Including the amount of the check if cleared through the bank” in Section 13 A. 2. **Added** new B. to Section 14. **Added** “except for exempt funds in the specialty account” in Section 15 A. 1. **Added** “written off and added” to Section 15 B. 1. **Added** 3 and 4. to Section 16 B. **Added** “for the mother infant program or to the vendor for lease of a replacement tablet” in Section 16 B. 7. **Added** “with unit staff approving the commissary slips” in Section 17 A. **Added** “slip must clearly state “transfer to phone account” in Section 17 B. **Added** C. to Section 17. **Added** Section 18. **Added** “will remain in the inmate’s specialty account until release or discharge” in Section 19 B. 2. **Added** “for purchases completed through a kiosk. Tablet leases will be through a check issued to the vendor” in Section 19 A. 4. **Added** “and the appropriate commissary slip has been received by the business office to transfer these funds from specialty to savings” in Section 19 B. 4. **Added** 6 to Section 19. B. **Added** Section 20 (from DOC policy 1.3.C.11 Offender Obligations (rescinded)). **Added** Attachment 5.

October 2020: **Deleted** “such” and **Replaced** with “identified” in Section 2 G. **Added** “Tax returns and stimulus payments are not exempt from garnishment and will be processed as a normal incoming mail deposit.” in Section 2 G. **Deleted** “single” and **Added** “debit card and/or” in Section 15 A. 2.

Mike Leidholt (original signature on file)

Mike Leidholt, Secretary of Corrections

10/28/2020

Date

Attachment 4: Funds Transfer Agreement

The **Funds Transfer Agreement** form is located at:

<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Funds Transfer Agreement.doc>

South Dakota Department of Corrections Policy Distribution: Public	Attachment: Funds Transfer Agreement Please refer to DOC policy 1.1.B.2 Inmate Accounts & Financial Responsibility
<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 <u>accrued</u> 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 <u>accrued</u> 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 <u>accrued</u> 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>	
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Attachment 5: Revocation of Power of Attorney

The *Revocation of Power of Attorney* form is located at:

<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Revocation of Power of Attorney.doc>

South Dakota Department of Corrections Policy Distribution: Public	Attachment: Revocation of Power of Attorney Please refer to DOC policy 1.1.B.2 Inmate Accounts & Financial Responsibility
POWER OF ATTORNEY (AUTHORIZATION TO DEPOSIT) REVOCATION	
<p>I, _____, DOC # _____, hereby notify the Department of Corrections of my withdrawal from the Inmate Banking System. I understand any funds with my name, to include but not limited to checks, money orders, bank drafts and the like, received after my withdrawal from the Inmate Banking System will not be endorsed or deposited into my account and will be returned to the sender at my expense. I understand if I decide to once again participate in the Inmate Banking System, I will not be able to do so until six months following the effective date of this withdrawal notice. I further understand this notice of withdrawal will not take effect until it has been processed by Inmate Banking Staff.</p>	
_____ Inmate Printed Name	_____ Inmate Signature
_____ Inmate DOC Number	_____ Date
_____ Inmate Banking Staff Name	_____ Date Form was Processed
Revised: 04/28/2019	Page 1 of 1

Attachment 6: Inmate Financial Responsibility Verification

The *Inmate Financial Responsibility Verification* form is located at:

<M:\DOC\DOC Policies\Agency\DOC Policies\Attachment Templates\Inmate Financial Responsibility Verification.doc>

South Dakota Department of Corrections Policy Distribution: Public		Attachment: Inmate Financial Responsibility Verification Please refer to DOC policy 1.1.B.2 Inmate Accounts & Financial Responsibility	
INMATE FINANCIAL RESPONSIBILITY VERIFICATION			
COUNTY: _____			
INMATE _____ HAS BEEN RECEIVED FROM YOUR COUNTY. WE ARE PREPARING HIS FINANCIAL RESPONSIBILITY FORM TO REIMBURSE YOUR COUNTY FOR EXPENSES INCURRED. PLEASE VERIFY THE AMOUNTS OWED AND DOCKET NUMBER(S). THANK YOU.			
DOCKET#	SOURCE	OUTSTANDING AMOUNT	OFFICE PAYABLE TO:
_____	RESTITUTION	_____	_____

_____	FINES	_____	_____

_____	COURT APPT. ATTORNEY FEES	_____	_____

Clerk of Courts _____ Date _____			
County Auditor _____ Date _____			
Please mail or fax this document back to:			
South Dakota State Penitentiary PO Box 5911 Sioux Falls, SD 57117-5911 Fax #: 367-5105			
Attn: Tim Symes, Inmate Accounts □			
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