

1977 WL 37345 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

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QUESTION

Who is responsible for the cost of medical care of an inmate after his sentence has terminated where the illness or injury commenced prior to his release date?

Is the County responsible for the long term medical care of inmates injured while assigned to designated County facilities?

STATUTES AND CASES

§ 55-321.1:1, South Carolina Code of Laws, 1962 (as amended); § 17(b) C.J.S. Prisons, page 869; [Williams v. Teran, Inc., 266 S.C. 55, 221 S.E.2d 526](#); [Bruce v. Blalock, 241 S.C. 155, 127 S.E.2d 439](#); § 55-302, South Carolina Code of Laws, 1962 (as amended).

DISCUSSION

It appears that the Department of Corrections and the governing body of Hampton County have entered into a contract whereby the Department has designated prison facilities in Hampton County pursuant to statutory authorization as a facility to house inmates in Department custody. The agreement entered into between the County and the Department provides, inter alia, as follows:

6. It is agreed that expenses for medical and dental care of assigned inmates will be the sole responsibility of County. If long-term medical or dental care cannot be provided, County may return inmate to the Department of Corrections, provided, however, that County will ensure that emergency medical treatment is provided and that inmates given emergency medical care in the County will not be transferred to the Department of Corrections until such time as a release is given by a local physician.

One David Belcher was transferred by the Department to Hampton County. On October 21, 1976, he was severely injured in an automobile accident. Under emergency conditions he was hospitalized in the Memorial Medical Center in Savannah, Georgia. His treatment for the injuries received continued at the Savannah Hospital until December 10, 1976, at which time he was discharged. The termination date for the prisoner's confinement was October 31, 1976. A question has arisen as to whether the Department or Hampton County is responsible for payment for the prisoner's medical bills incurred at the Savannah Hospital. General contract law should be applied to contracts entered into by the particular prison or prison authorities and others. § 17(b) C.J.S. Prisons, page 869. It would appear, therefore, that this is, basically, the question of the construction of a contract. The general policy in this State is that effect be given to the intent of the parties. [Williams v. Teran, Inc., 266 S.C. 55, 221 S.E.2d 526](#); [Bruce v. Blalock, 241 S.C. 155, 127 S.E.2d 439](#), and the intent of a contract may be gleaned from the contents of the entire contract and not from any particular clause or provision. [Bruce](#), supra. Here, when the contract is viewed as a whole, it seems clear that the parties did not contemplate that Hampton County should be required to provide long term medical care. The contract requires that Hampton County provide emergency medical treatment and that the patient not be transferred to the

Department until release is given by a local physician. From the facts it would appear that emergency medical treatment was required and that the authorities took action to provide that care and apparently the Savannah Hospital was the closest place available to provide the treatment required. It apparently, from the papers furnished me, was not possible for the County to transfer him from the hospital to the Central Institution at Columbia.

*2 It is therefore my opinion that as between the Department and the County, it is the Department's responsibility to assume payment of the prisoner's medical expenses.

You also inquired as to who is responsible for medical expenses incurred after the date the prisoner was scheduled for release. In view of the fact that the prisoner was incapable of leaving the hospital as a result of the accident incurred while he was a prisoner, it is clear that those expenses must be borne by his custodian. There certainly is no more reason for the County to assume liability for this period than for the period prior to the termination date of his sentence. Pursuant to § 55-302, the Department is responsible for the proper care, treatment, etc., of the prisoners confined within it. If a prisoner is incapacitated as a result of illness on the date his sentence terminates, the Department cannot disclaim any responsibility for his care until he recovers from that illness.

CONCLUSION

In conclusion, it is the responsibility of the Department to provide for the medical welfare of the prisoners confined therein. This responsibility continues if a prisoner is incapacitated on his release date as a result of illness or injury sustained while serving his sentence. Reading the contract between the Department and Hampton County as a whole, it is my opinion that Hampton County has not, pursuant to that contract, agreed to accept responsibility for the long term medical care of inmates assigned to the County facility.

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