

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

<b>1. Agreement No.</b> 16-00-0016	<b>2. Effective Date</b> See Block 13 (B)	<b>3. Facility Code(s)</b> 3JY & 2DI	<b>4. Modification No.</b> Twelve (12)	<b>5. DUNS No.</b> N/A						
<b>6. Issuing Federal Agency</b>  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch Attention: Renita Jacobs Washington, D.C. 20530		<b>7. Local Government</b>  D.C. Department of Corrections 1901 D Street S.E. Washington, D.C. 20003  Local Contact Person Michael Phetphongsy, Chief of Federal Billing Office: 202-671-2163								
<b>8. Appropriation Data</b> 15X1020	<b>9. Per-Diem Rate</b> \$122.28	<b>10. Guard/Transportation Hourly Rate</b> \$31.03 per hour, per guard (Current GSA Mileage Rate Prevails)								
<p><b>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</b></p> <p><b>THE PURPOSE OF THIS MODIFICATION IS TO INCREASE THE PER DIEM RATE TO THE CURRENT IGA. THE TERMS OF THE IGA WILL BE IN EFFECT FOR 48 (FORTY-EIGHT) MONTHS.</b></p> <p>After forty-eight (48) months, if a per-diem rate services adjustment is desired, the Local Government shall submit a request through the electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>BILLING ADDRESS: United States Marshals Service</b>            District of Columbia – D.C.            U.S. Courthouse, Suite 1400            333 CONSTITUTION AVENUE, N.W.            Washington, D.C. 20001            (202) 353-0600         </td> <td style="width: 50%; vertical-align: top;"> <b>United States Marshals Service</b>            District of Columbia – Superior Court            D.C. Superior Courthouse            500 INDIANA AVENUE, N.W. ROOM C-250            Washington, D.C. 20001            (202) 615-8604         </td> </tr> <tr> <td style="vertical-align: top;"> <b>United States Marshals Service</b>            District of Maryland            101 W. LOMBARD STREET            Baltimore, MD 21201            (410) 962-2220         </td> <td style="vertical-align: top;"> <b>United States Marshals Service</b>            Eastern District of Virginia            401 COURTHOUSE SQUARE            Alexandria, VA 22314            (703) 837-5500         </td> </tr> <tr> <td style="vertical-align: top;"> <b>Federal Bureau of Prisons</b>            400 First Street NW            Second Floor Room 2009            Washington, D.C. 20534         </td> <td style="vertical-align: top;"> <b>Federal Bureau of Prisons</b>            CBR/CDC Community Programs            Mid- Atlantic Regional Office Suite 100-N            10010 Junction Drive            Annapolis Junction, MD 20701         </td> </tr> </table>					<b>BILLING ADDRESS: United States Marshals Service</b> District of Columbia – D.C. U.S. Courthouse, Suite 1400 333 CONSTITUTION AVENUE, N.W. Washington, D.C. 20001 (202) 353-0600	<b>United States Marshals Service</b> District of Columbia – Superior Court D.C. Superior Courthouse 500 INDIANA AVENUE, N.W. ROOM C-250 Washington, D.C. 20001 (202) 615-8604	<b>United States Marshals Service</b> District of Maryland 101 W. LOMBARD STREET Baltimore, MD 21201 (410) 962-2220	<b>United States Marshals Service</b> Eastern District of Virginia 401 COURTHOUSE SQUARE Alexandria, VA 22314 (703) 837-5500	<b>Federal Bureau of Prisons</b> 400 First Street NW Second Floor Room 2009 Washington, D.C. 20534	<b>Federal Bureau of Prisons</b> CBR/CDC Community Programs Mid- Atlantic Regional Office Suite 100-N 10010 Junction Drive Annapolis Junction, MD 20701
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**Agreement Number: 16-00-0016**

**NO OTHER TERMS OR CONDITIONS OF THIS AGREEMENT ARE AFFECTED.**

**12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

**A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT**

**B.  LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL**

**13. APPROVALS**

**A. LOCAL GOVERNMENT**

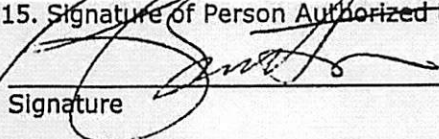
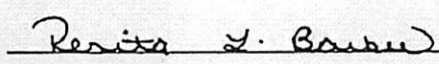
*[Signature]*  
Signature  
Director                      10-20-2015  
TITLE                                      DATE

**B. FEDERAL GOVERNMENT**

*[Signature]*  
Signature  
Grants Analyst                      10/20/2015  
TITLE                                      DATE  
EFFECTIVE 10-1-2015

**Multi-Agency Detention Services**

**Intergovernmental Agreement**

1. Agreement Number 16-00-0016	2. Effective Date May 1, 2007	3. Facility Code(s) 3JY	
4. Issuing Federal Agency  United States Marshals Service Witness Security & Prisoner Operations Division Washington, DC 20530-1000 Attn: Renita L. Barbee		5. Local Government  D.C. Department of Corrections 1901 D Street S.E. Washington, D.C. 20003  Tax ID #0046164-00	
6. Appropriation Data  15X1020	7. Local Contact Person:  Patricia Britton, Deputy Director 8. Tel: (202)671-2044 Fax: (202)673-2259 Email: patricia.britton@dc.gov		
9. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		10. Number of Federal Inmates  Approximately 255,852	11. Per Diem Rate  \$106.62
12. To Be Used if Prisoner Transportation is being provided.	13. Guard Hour Rate: \$31.03  Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.		
14. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>	15. Signature of Person Authorized to Sign (Local)   _____ Signature  Patricia Britton _____ Name  Deputy Director _____ Title  4/13/07 _____ Date		
16. Prisoner & Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	17. Signature of Person Authorized to Sign (Federal)   _____ Signature  Renita L. Barbee _____ Name  Grants Analyst _____ Title  4/5/07 _____ Date		

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**Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the **United States Marshals Service** (hereinafter referred to as the "Federal Government") and the **D.C. Department of Corrections** (hereinafter referred to as "Local Government"), who hereby agree as follows:

**Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows three (3) Federal Government components, specifically, the United States Marshals Service (USMS) and the Federal Bureau of Prisons (BOP) of the Department of Justice (DOJ); and the United States Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (DHS), to house federal detainees with the Local Government at the **D.C. Jail** (hereinafter referred to as "the facility"). For purposes of this Agreement, the term "Federal Government", as used herein, shall mean any and all of the three Federal Government components responsible for housing federal detainees, e.g. any notices required to be provided to the Federal Government, including invoices, shall be provided to the specific Federal Government component responsible for each federal detainee, or material witness.

The population, hereinafter referred to as "federal detainees," will be individuals sentenced or charged with federal offenses and detained while awaiting trial or sentencing awaiting designation and transport to a BOP facility, a hearing on their immigration status, or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with state and local laws, standards and procedures, or court orders applicable to the operations of the facility, consistent with federal law, policies and regulations. Unless otherwise specified by this Agreement, the Local Government is required, in units housing federal detainees, to perform in accordance with the most current versions of the mandatory standards of the American Correctional Association (ACA) "Standards for Adult Local Detention Facilities (ALDF)", and the essential National Commission on Correctional Health Care (NCCHC) Standards, and the Federal Performance-based Detention Standards ([www.usdoj/ofdt/standards.htm](http://www.usdoj/ofdt/standards.htm)). In addition, where ICE federal detainees are housed, the ICE federal detainees are to be housed in accordance with ICE Standards ([www.ice.gov/partners/dro/opsmannual/index.htm](http://www.ice.gov/partners/dro/opsmannual/index.htm)). In cases where other standards conflict with DOJ/DHS/ICE policy or standards, DOJ/DHS/ICE policy and standards prevail.

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**At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period not less than 3 years.**

**This Agreement shall not affect any pre-existing, unrelated agreements between the parties or with any other third party or parties.**

### **Period of Performance**

**This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than 120 calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.**

### **Assignment and Outsourcing of Jail Operations**

**Overall management and operation of a facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.**

### **Medical Services**

**The Local Government is financially responsible for all medical treatment provided to federal detainees within the facility. The Local Government shall provide the full range of medical care required within the facility including dental care, mental health care, pharmaceuticals, and record keeping, as necessary to meet the essential standards of the National Commission of Correctional Health Care's Standards for Health Services of Jails (current edition).**

**The Local Government will submit to the Federal Government requests for approval of all treatment to be provided outside the facility. The Federal Government shall be responsible for the cost of approved outside medical treatment.**

**In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury, type of treatment provided, and the estimated cost thereof.**

**The Local Government shall promptly forward medical invoices for outside medical care to the Federal Government within 30 days of receipt.**

**Agreement Number 16-00-0016**

The facility shall have in place an adequate infectious disease control program, which includes testing all federal detainees at the facility for tuberculosis (TB) as soon as possible upon intake (not to exceed 14 days) and read within 72 hours. TB testing shall be accomplished in accordance with the latest CDC Guidelines and the results documented on the federal detainee's medical record. The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB so that any scheduled transports or production can be delayed until a physician verifies the federal detainee's TB status.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a co-payment for medical services provided by the Local Government. The Local Government shall administer the program in accordance with the Federal Prisoner Health Care Co-Payment Act of 2000 (Title 18 401 3d). This statute does not cover ICE federal detainees; co-payments shall not be collected from ICE federal detainees under ANY circumstances.

**Receiving & Discharge of Federal Detainees**

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., DEA, ICE, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district

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United States Marshal (USM).

ICE federal detainees shall not be released to the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

**Guard/Transportation Services to Medical Facility**

The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal prisoners admitted to a medical facility.

Such services will be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**Guard/Transportation Services to U.S. Courthouse**

The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse.

Transportation and escort guard services will be performed by (b) (7)(E) (b) (7)(E) qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may



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be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be restrained during transportation.

(b) (7)(E)

Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

The Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**Special Notifications**

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal

## **Agreement Number 16-00-0016**

Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the

Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

### **Administrative Orders & Agency Instructions**

For administrative convenience, the Federal Government may request services not listed in this Intergovernmental Agreement (IGA) (i.e. Guard Service, Transportation, etc). Any individual agency orders with the Local Government shall clearly define the additional services and/or procedures, a reasonable price, if any, and state that all other terms and conditions of this IGA remain in effect.

### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: [www.arnet.gov](http://www.arnet.gov).

#### **Federal Acquisition Regulation Clause(s):**

52.222-41 Service Contract Act of 1965, as Amended (July 2005)  
52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)  
52.222-43 Fair Labor Standards Act and the Service Contract Act - Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current local government wage rates shall be the prevailing wages unless notified by the Federal Government.

### ***Per-Diem Rate***

The Federal Government will use various price analysis techniques and procedures to ensure the *per-diem* rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested *per-diem* rate with the independent government estimate for services, otherwise known as the *Core Rate*;

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2. Comparison with *per-diem* rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed *per-diem* rate for services **\$106.62**, and shall not be subject to adjustment on the basis of **D.C. Department of Corrections** actual cost experience in providing the service. The *per-diem* rate shall be fixed for a period from the effective date of the Agreement forward for 36 months. The *per-diem* rate covers the support of one federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the *eIGA* area of the Detention Services Network (*DSNetwork*). All information pertaining to the jail on *DSNetwork* will be required before a new *per-diem* rate can be considered.

The *per-diem* rate covers the support of one federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

**Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each of the Federal Government components responsible for federal detainees housed at the facility.

Addresses for the components are:

United States Marshals Service  
District of Columbia - D.C.  
U.S. Courthouse, Suite 1400  
333 Constitution Avenue, NW  
Washington, DC 20001  
(202)353-0600

United States Marshals Service  
District of Columbia - Superior Court  
Superior Courthouse  
500 Indiana Avenue, NW Room C-250  
Washington, DC 20001  
(202)615-8604

**Agreement Number 16-00-0016**

**Federal Bureau of Prisons  
400 First Street NW  
Second Floor Room 2009  
Washington, D.C. 20534**

**Federal Bureau of Prisons  
CBR/CDC Community Programs  
Mid-Atlantic Regional Office Suite 100-N  
10010 Junction Drive  
Annapolis Junction, MD 20701**

**To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the IGA; and the total amount billed (total days multiplied by the rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.**

**Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.**

**Payment Procedures**

**The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice.**

**The Local Government shall provide a remittance address below:**

**District of Columbia – Department of Corrections  
1923 Vermont Avenue NW Suite N-112  
Washington, D.C. 20001  
(202)671-2044**

**Modifications and Disputes**

**Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.**

**Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other**

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forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**Inspections of Services**

The Local Government agrees to allow periodic inspections of the facility by Federal Government Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services.

**Liability**

The Local Government shall protect, defend, indemnify, save and hold harmless the Federal Government, DOJ, DHS and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with the performance of this Agreement by the Local Government, its agents, sub-contractors, employees, assignees or any one for whom the Local Government may be responsible. The Local Government shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees incurred by the Federal Government, DOJ, DHS and its employees or agents. The Local Government's liability shall not be limited by any provision or limits of insurance set forth in the resulting agreement.

Awarding the Agreement, the Federal Government does not assume any liability to third parties in awarding and administering this Agreement, the Federal Government does not assume any liability to third parties, nor will the Federal Government reimburse the Local Government for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the Agreement or any subcontract under this Agreement.

The Local Government shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The Federal Government shall be notified in writing of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.



**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

1. Agreement No. 16-00-0016	2. Effective Date FEB - 1 2016	3. Facility Code(s) 3JY & 2DI	4. Modification No. Thirteen (13)	5. DUNS No. N/A
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services CS-3, 5 <sup>th</sup> Floor Washington, DC 20530-1000		7. Local Government  D.C. Department of Corrections 1901 D Street S.E. Washington, DC 20003  Tax ID#:		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$122.28	10. Guard/Transportation Hourly Rate \$31.03		
<p><b>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</b></p> <p>THE PURPOSE OF THIS MODIFICATION IS TO ADD THE NORTHERN DISTRICT OF OHIO AS A RIDER TO THE CURRENT IGA REFERRED TO IN BLOCK 1. BILLING ADDRESS IS:</p> <p style="text-align: center;"> <b>US MARSHALS SERVICE NORTHERN DISTRICT OF OHIO 801 WEST SUPERIOR AVENUE SUITE 12-100 CLEVELAND, OH 44113 (216) 522-2150</b> </p> <p>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</p>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
<b>13. APPROVALS</b>				
<p>A. LOCAL GOVERNMENT</p> <p>_____ Signature</p> <p>_____ TITLE</p> <p>_____ DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p><i>maria morales</i> _____ Signature</p> <p>Grants Specialist _____ TITLE</p> <p>2/4/16 _____ DATE</p>		

**U. S. Department of Justice  
United States Marshals Service**

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1. Agreement No. 16-00-0016	2. Effective Date FEB -1 2017	3. Facility Code(s) 3JY & 2DI	4. Modification No. N/A	5. DUNS No.
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services 3 <sup>rd</sup> Floor Washington, DC 20530-0001		7. Local Government  DC Department of Corrections 1901 D Street, SE Washington, DC 20003  Tax ID#: 0046164-00		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$122.28	10. Officer/Transportation Hourly Rate \$31.03  Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		
11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.				
<b>Modification of Intergovernmental Agreement-District of Maryland Prisoners Only</b>				
<p>The purpose of this modification is to modify IGA 16-00-0016 and replace the prior modification relating to the Greenbelt Inmates and the prior operator (CCA). The Government of the District of Columbia, Department of Corrections (also referred to herein as "DCDOC") agrees and authorizes the U.S. Marshals Service (USMS), to house Federal prisoners from Greenbelt, MD at the Central Detention Center (CDF) upon arrival and then to the Correctional Treatment Facility (CTF). This will go into effect and be fully operated by the Local Government as of <b>February 1st, 2017</b>. The DCDOC authorizes the housing of USMS prisoners who are classified as medium custody or below in accordance with the District's Inmate Classification Instrument. The DCDOC has the right to audit and verify the classification of USMS prisoners assigned to the CTF pursuant to this modification. The DCDOC may request the removal of any USMS prisoner who is classified above the medium custody classification or on any other reasonable basis related to the safety, security, and order of the facility.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT  _____ Signature Director _____ TITLE 1-23-17 _____ DATE		B. FEDERAL GOVERNMENT  _____ Signature Grants Specialist _____ TITLE 1/24/17 _____ DATE		

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In addition, the DCDOC shall review the classification of USMS prisoners assigned to the CTF pursuant to this modification periodically and after any incident that might reasonably be expected to affect classification. Any prisoner whose classification is subsequently determined to be above medium custody classification or whose classification changes to above medium classification while housed at the CTF pursuant to this modification shall be transferred out of the CTF within forty-eight (48) hours of such determination. Upon forty-eight (48) hours' notice from the DCDOC, the USMS agrees to transfer all of the USMS prisoners out of CTF, in accordance with the number of these beds the District requires for the housing of DCDOC inmates. The DCDOC agrees to provide to the USMS prisoners the same level of medical care and services, including outside medical care, as well as three meals per day, as provided to local prisoners. The DCDOC will not be responsible for the movement/transportation of USMS prisoners designated to the CTF.

**Processing**

- Greenbelt inmates will be committed with clear, typed USM Form 41 documents indicating "Greenbelt USMS" or "Maryland USMS".
- Documentation of all Greenbelt inmate non-returns from USDC/Maryland shall be submitted to DCDOC.

**Optional Officer/Transportation Services to Medical Facility**

DCDOC agrees, subject to the availability of its personnel and its consent to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation guard services for Federal detainees admitted to a medical facility. These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements. DCDOC agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

**Optional Officer/Transportation Services to U.S. Courthouse**

DCDOC agrees, subject to the availability of its personnel and its consent to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse located in Greenbelt, Maryland. These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel. DCDOC agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control. Upon arrival at the courthouse, DCDOC's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials. DCDOC will not transport Federal detainees to the U.S. Courthouse located in Greenbelt, Maryland without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse located in Greenbelt, Maryland, and the date the detainee is to be transported. Each detainee will be restrained (b) (7)(E) during transportation unless otherwise authorized by the USMS.

**Indemnification, Representation and Duty to Defend**

The United States Government shall fully represent, defend, indemnify, and hold harmless the District of Columbia and its agents, officials and employees in their official and individual capacities for any and all



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claims brought by any individual against them for the actions of USMS prisoners during their confinement or any incident arising from their confinement at CTF and transport to and from the facility, including third party liability, except that the United States obligations pursuant to this paragraph do not extend to claims related to food and/or medical services and claims that are found to be based in whole or in part on the intentional or negligent acts of the District of Columbia, its agents, officials and employees in their official and individual capacities.

Indemnification shall include damages, costs, attorney fees, expert fees, and any other administrative expenses incurred by the District, including the costs associated with injunctive relief and equitable remedies. The United States' obligation to indemnify the District of Columbia does not extend to claims related to food and/or medical services or to claims that are found to be based in whole or in part on the intentional or negligent acts of the District of Columbia, its agents, officials and employees in their official and individual capacities.

The United States Attorney for the District of Maryland shall provide representation on behalf of the District of Columbia to defend any Writs of Habeas Corpus challenging the authority or ability of the government to detain, hold in prison and/or incarcerate a Maryland USMS inmate residing in the CTF. If a Writ of Habeas Corpus is brought by a USMS inmate residing in CTF from a state other than Maryland, the USMS will use its best efforts to obtain representation on behalf of the District of Columbia to defend the writ.

The USMS shall be notified in writing of all litigation brought against the District of Columbia by any prisoner otherwise in the custody of the USMS who is housed at the CTF and provided copies of any pleadings filed or such litigation within five (5) working days of the filing. The District of Columbia and USMS shall cooperate regarding any requests pertaining to litigation brought pursuant to this agreement.

Notice shall be given to the District by addressing said notice to the District Representative at the following address:

DC Department of Corrections  
2000 14th Street, N.W., 7th Floor  
Washington, DC 20009  
Attn: Director

Notices to the USMS shall be addressed to:

Department of Justice  
US Marshals Service - Prisoner Service Division  
Washington, DC 20530-1000  
Attn: Malya Morales

**Period of Performance**

The modification shall remain in effect through the period of IGA 16-00-0016 or until terminated or suspended in writing by either party. Such notice will be provided ninety (90) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension of use. If an emergency situation requires the immediate relocation of prisoners, the Local Government shall provide notice at least forty-eight (48) hours in advance of such required suspension and relocation of prisoners.

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**Billing and Payment**

The billing and payment arrangement for services provided at the CTF for the USMS prisoners is as follows:

- (I) The DCDOC shall bill the USMS directly each month for the number of USMS prisoners at the CTF. The USMS contact person for these purposes is US Marshals Service, 6115 U.S. Courthouse, 101 W. Lombard Street, Baltimore, MD 21201.
- (II) USMS shall make payment directly to the DCDOC for those invoiced prisoners at the rate specified in the Intergovernmental Agreement (IGA) between the USMS and the DCDOC.
- (III) With regard to the cost of medical care that is provided to the USMS prisoners outside of the CTF, based upon documentation by DCDOC in accordance with the IGA, DCDOC will seek reimbursement from the USMS.

To constitute a proper monthly invoice, the name and address of the facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

**Payment Procedures**

The USMS will make all payments through Electronic Funds Transfer (EFT) on a monthly basis, promptly after receipt of an appropriate invoice. The Prompt Payment Act, 31 U.S.C. § 3902, shall apply.

No other terms and/or conditions of this agreement are affected by this modification.