United States Department of Justice

United States Marshals Service

Intergovernmental Service Agreement

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Page <u>1</u> of <u>10</u>

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FORM USM-241 (Rev. 3/96)

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service (USMS) and other federal user agencies (the Federal Government) and Massachusetts Department of Correction (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at Massachusetts Department of Correction Institutions at Framingham, Bridgewater, Gardner, Norfolk, Cedar-Junction and Concord.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the USMS.

2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.

3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.

4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the Government.

ARTICLE III - SUPPORT AND MEDICAL GERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

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2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

4. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three to seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

5. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

6. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal (USM) may only be released to a USM or an agent specified by the USM of the Judicial District.

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3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE V - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated or amended in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. Such notice will be provided **180** days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.

2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of this Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

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5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

> United States Marshals Service 1516 U.S. Courthouse Congress & Water Streets Boston, MA 02109 (617) 223-9721

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, 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. The name, title, complete address and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a nonworking day (e.g. Saturday, Federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

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ARTICLE VIII - SUPERVISION AND MONITORI	NG RESPONSIBILITY
All recipients receiving direct awards responsible for the management and fisc Responsibilities include the accounting expenditures, cash management, the main financial records, and the refunding of by audits.	al control of all funds. of receipts and taining of adequate
ARTICLE IX - ACCOUNTING SYSTEMS AND FIN	ANCIAL RECORDS
1. The recipient shall be required to accounting systems and financial record for the funds awarded. These records s Funds and all matching funds of State, organizations. State and local recipie account for funds in accordance with St for expending and accounting for its ow the financial management standards in 2 Regulations (CFR) Part 66 and current r Management and Budget (OMB) Circular A- State and Local Governments.	s that accurately account hall include both Federal local and private nts shall expend and ate laws and procedures n funds, as well as meet 8 Code of Federal evisions of Office of
2. Recipients are responsible for com A-87 and 28 CFR Part 66 and the allowab therein (submission of Form USM-243). subsequent disallowance or dispute base unallowability under the specific cost must obtain prior approval on the treat costs.	ility of the costs covered To avoid possible d on unreasonableness or principles, recipients
3. Requests for prior approval must b with an explanation to permit review of costs. The requests are to be submitte	the allowability of the
a. Through inclusion in the appl b. As a separate written request	
4. Changes in IGA facilities: The US the recipient of any significant change including significant variation in inm causes a significant change in the leve IGA. The notification shall be support data to permit the USMS to equitably ad	in the facility, ate populations, which l of services under this ed with sufficient cost

included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

Intergovernmental Service Agreement Schedule	IGA No. J-A38-M-361	Page No. of0
ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS	RDS AND ACCESS	TO
1. In accordance with 28 CFR Part 66, all f. supporting documents, statistical records and pertinent to contracts or sub-awards awarded be retained by each organization participating at least 3 years for purposes of Federal exam	other records under this IGA g in the progr	shall am for
2. The 3-year retention period set forth in begins at the end of the first year of comple- under the IGA. If any litigation, claim, neg- other action involving the records has been s expiration of the 3-year period, the records in until completion of the action and resolution arise from it or until the end of the regular whichever is later.	tion of servic otiation, audi tarted before must be retain of all issues	e tor the ed which
3. Access to Records: The USMS and the Comp the United States, or any of their authorized shall have the right of access to any pertine papers, or other records of recipients or its recipients/contractors, which are pertinent to order to make audits, examinations, excerpts, The rights of access must not be limited to to retention period, but shall last as long as to retained.	representativ nt books, docu sub- o the award, i and transcrip he required	res, iments, .n ots.
4. Delinquent debt collection: The USMS wi accountable for any overpayment, audit disall of this agreement that results in a debt owed Government.	owance or any	breach
ARTICLE XI - GOVERNMENT FURNISHED PROPERTY		
1. It is the intention of the USMS to furnis property to local governments for the specifi improving jail conditions and services. Acco property, such as furniture and equipment, re- USMS and shall be returned to the custody of termination of the agreement.	c purpose of untable excess mains titled t	5
2. The Local Government agrees to inventory, assume liability for and manage all federally accountable property as well as controlled ex property cannot be removed from the jail with written approval of USMS Headquarters. The 1 of any such excess property shall be immediat	provided cess property. out the prior oss or destruc	Such

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U.S. Marshal and USMS Headquarters. Accountal excess property includes any property with a value of \$1,000.00 or more, all furniture, as used for security and control, communication, service, medical care, inmate recreation, etc	unit acquisiti well as equip photography,	on ment
3. The suspension of use or restriction of be available to the Marshals Service are agreed the recall and return of any or all governmen property.	to be grounds	for
4. The dollar value of property provided each exceed the annual dollar payment made by the support unless a specific exemption is granted Prisoner Operations Division.	USMS for prise	ner
5. It is understood and agreed that the Local fully defend, indemnify, and hold harmless the America, its officers, employees, agents, and individually and officially, for any and all any act of any member of the Local Government arising out of the use, operation or handling include any vehicle, equipment, and supplies) Local Government in which legal ownership is a United States of America, and to pay all claim judgments, legal costs, adjuster fees, and at thereto. The Local Government will be solely maintenance, storage, and other expenses rela- responsibility for all property furnished to Government.	e United State servants, liability caus or anyone els of any proper furnished to retained by th ms, damages, torney fees re responsible f ted to the car	ed by ee ty (to the ee elated for all
ARTICLE XII - MODIFICATIONS/DISPUTES		
1. Either party may initiate a request for ma agreement in writing. All modifications nego- written and approved by the USMS Contracting (submitted to the Local Government on form USM	tiated will be Officer and	2

2. Disputes, questions or concerns pertaining to this agreement will be resolved between the USM and the appropriate local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE XIII - INSPECTION

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

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Intergovernme	ntal Service Agreement Schedule	IGA No. J-A38-M-361	Page No. 9 of
and levels of s confinement whi IGA Agreement a	ich are to be met during the en	n conditions o tire period of	f the
1.	Adequate, trained jail staff with hours a day to supervise prison be counted at least once on even least twice in every 24 hour per the counts must be visual to var occupancy.	ery shift, but eriod. One of	at
2.	Jail staffing will provide ful security posts and full survei	l coverage of llance of inma	all ates.
З.	Jail will provide for three me prisoners. The meals must mee recommended dietary allowances National Academy of Sciences.	t the nationa.	LIY
4.	Jail will provide 24-hour emer for prisoners.	gency medical	care
5.	Jail will maintain an automati detection and alarm system, an policies and procedures regard safety emergency standards.	d maintain wr	itten
6.	Jail will maintain a water sup disposal program that is certi compliance with applicable law	fied to be in	
ARTICLE XIV -	CONFLICT OF INTEREST		
Personnel and adhere to the	other officials connected with requirements given below:	the agreement	shall
recipient, or decisions, app of advice, inv application, a contract, gran other particul used, where to family, partne	No official or employee of the a contractor shall participate proval, disapproval, recommendative request for the otherwise in any request for the otherwise in any fight of the other other than a size of the part of the other than a size of the other other than a size serving as an officer, direct mployee or any person or organi	personally the tion, the rend y proceeding, etermination, m, controversy of Justice fur his/her immedi public agency tor, trustee, zation with with	r, or ds are ate in

he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of: (a) Using his or her official position for private gain; (b) Giving preferential treatment to any person; (c) Losing complete independence or impartiality; (d) Making an official decision outside official channels; or (e) Affecting adversely the confidence of the public in the integrity of the Government or the program. ARTICLE VI - PLACE OF PERFORMANCE Framingham (1FG) Bridgewater (1FF) Gardner (1GC) Norfolk (1FD) Concord (1FE)	<pre>funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of: (a) Using his or her official position for private gain; (b) Giving preferential treatment to any person; (c) Losing complete independence or impartiality; (d) Making an official decision outside official channels; or (e) Affecting adversely the confidence of the public in the integrity of the Government or the program. ARTICLE VI - PLACE OF PERFORMANCE Framingham (1FG) Norfolk (1FD) Bridgewater (1FF) Cedar-Junction (1ET) </pre>	Intergovernmental Service Agreement Sch	nedule	IGA No. J-A38-M-361	Page No. 10_ of 10_
 (b) Giving preferential treatment to any person; (c) Losing complete independence or impartiality; (d) Making an official decision outside official channels; or (e) Affecting adversely the confidence of the public in the integrity of the Government or the program. <u>ARTICLE VI - PLACE OF PERFORMANCE</u> Framingham (1FG) Norfolk (1FD) Cedar-Junction (1ET) 	 (b) Giving preferential treatment to any person; (c) Losing complete independence or impartiality; (d) Making an official decision outside official channels; or (e) Affecting adversely the confidence of the public in the integrity of the Government or the program. <u>ARTICLE VI - PLACE OF PERFORMANCE</u> Framingham (1FG) Norfolk (1FD) Cedar-Junction (1ET) 	funds, officials or employees of or a contractor, shall avoid an	f the recipient	t, a sub-recip	lent
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U.S. Department of Justice

United States Marshals Service

Modification of Intergovernmental Agreement

4. ISUNG OFFICE 5. LOCAL GOVERNMENT 6. IOA NO. U.S. MARSHALS SERVICE Massachusetts Department of Correction 38-99-0114 WITNESS SECURITY AND IOO Cambridge Street 7. FACILITY CODE(S). PRISONER OPERATIONS DIVISION Boston, MA 02202 7. FACILITY CODE(S). IFG. JEF. LOCK 5. REMAIN UNCLANCED. P. ESTIMATED ANNUAL PAYMENT 7. FACILITY CODE(S). IS. ACCOUNTING CITATION 9. ESTIMATED ANNUAL PAYMENT 10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERENC TO IN BLOCK 5. REMAIN UNCHANCED. TERMS OF THIS MODIFICATION: The term of this IGA is hereby changed to an indefinite period for all facilities included in the IGA: Framingham [1FG] Gardener [1GC] Cedar Junction [1ET] Concord [1FE] Bridgewater Facility [1FF], this modification changes the term of the IGA to an indefinite period , pending receipt of actual costs for further rate setting purposes. No other terms or conditions, to include price, are affected by this change. 11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: B. □ LOCAL GOVERNMENT IS NOT REQUIRED I. LOCAL GOVERNMENT IS NOT REQUIRED B. FEDERAL GOVERNMENT IS NOT REQUIRED IO SIGN THIS DOCUMENT I. A. LOCAL GOVERNMENT B. FEDERAL GOVERNMENT Signature Signature Grants Anabest <td< th=""><th>1. MODIFICATION NO. Three(3)</th><th>07</th><th>R DETENTION SER -050</th><th></th><th></th><th>E DATE OF M ctober 11, 2</th><th>IODIFICATION 1006</th></td<>	1. MODIFICATION NO. Three(3)	07	R DETENTION SER -050			E DATE OF M ctober 11, 2	IODIFICATION 1006
PRISONER OFFRATIONS DIVISION WASHINGTON, D.C. 20330-1000 Boston, MA 02202 7. FACILITY CODE(S) IFG,IFF,IGC,IFD,IET,IFE 8. ACCOUNTING CITATION ISX1020 9. ESTIMATED ANNUAL PAYMENT 10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFEREED TO IN BLOCK S, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION: The term of this IGA is hereby changed to an indefinite period for all facilities included in the IGA: Framingham [IFG] Gardener [IGC] Cedar Junction [IET] Concord [IFE] Bridgewater [IFF] With respect to the Bridgewater Facility [IFF], this modification changes the term of the IGA to an include price, are affected by this change. 11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: A. M LOCAL GOVERNMENT IS NOT REQUIRED B. □ LOCAL GOVERNMENT IS REPOURED TO SIGN THIS DOCUMENT I.O. AL GOVERNMENT IS NOT REQUIRED B. FEDERAL GOVERNMENT IS REPOURED TO SIGN THIS DOCUMENT B. FEDERAL GOVERNMENT I.D. APPROVAL B. FEDERAL GOVERNMENT Signature Signature Signature Io//18/06	U.S. MARSHALS SERVICE	Mas	sachusetts Depart	ment of Co	rrection		-0114
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U.S. Department of Justice

United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. ONE (1)		2. EFF	ECTIVE DATE OF MODIF March 1, 1999	ICATION
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	 LOCAL GOVERN Massachusetts I 100 Cambridge Boston, MA 02 	Departr Street	nent of Corrections	5. IGA NO. 38-99-0114 6. FACILITY CODE(S) 1FG
7. ACCOUNTING CITATION 15X	1020		8. ESTIMATED ANNUA ADD'L \$827,524.35	
9. EXCEPT AS PROVIDED SPECIFICAL REFERRED TO IN BLOCK 5, REMAIN The purpose of this modifice from \$40 to \$83.97 effective	NUNCHANGED. TER	мs ог т ase th	HIS MODIFICATION: e per diem rate at t	he Framingham Facility
The Intergovernmental Agr as stated in Block No. 5.				
10. INSTRUCTIONS TO LOCAL GOVI	ERNMENT FOR EXE	CUTION	OF THIS MODIFICATION	:
A. LOCAL GOVERNMENT IS NOT TO SIGN THIS DOCUMENT	OT REQUIRED		TO SIGN THI	ERNMENT IS REQUIRED IS DOCUMENT AND RETURN PIES TO U.S. MARSHAL
11. APPROVALS:	·····			
A. LOCAL GOVERNMENT <u>J'AMUL</u> <u>Signature</u> <u>Deputy Director of Administrative</u> TITLE	107 Services <u>3/8/9</u> DATE	ic _j	B. FEDERAL GOVE Vicki Lipov	sigharune (25 1)20
			L	Form USM-241a (Rev. 3/96)

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U.S. Department of Justice

United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. TWO (2)	2. REQUEST FOR DETENTION 290-02	SERVICES NO.	3. EFFECTIVE January 1,	DATE OF MODIFICATION , 2003	
. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION PROGRAMS AND ASSISTANCE BRANCH WASHINGTON, DC 20530-1000		partment of Corre reet	ection	 6. IGA NO. 38-99-0114 7. FACILITY CODE(S) 1FG, 1FF, 1GC, 1FD, 1ET, 1FE 	
8. ACCOUNTING CITATION 15X1020			9. ESTIMATED ANNUAL PAYMENT N/A		
REFERRED TO IN BLOCK 1. The purpose of this r	PECIFICALLY HEREIN, ALL TERM 6, REMAIN UNCHANGED. TERM nodification is to add a new f ent under the subject Intergov	s of this modifi facility and auth	CATION: orize transport		
•	2003, the Old Colony Correc greement referenced in Block		s hereby added	under the subject	
this facility at a tem	porary per diem rate of \$83.9	7. The tempora	ry per diem rat	Marshals Service prisoners at te shall remain in effect for a completion of the U.S. Marshals	
	pose, the Old Colony Correc ace of Performance, the Old		-	I to the last sentence. (Facility Code 1FF), is hereby	
1. INSTRUCTIONS TO LO	CAL GOVERNMENT FOR EXECU	UTION OF THIS M	ODIFICATION:		
A. LOCAL GOVERNM TO SIGN THIS DO		B. 2	TO SIGN THIS	RNMENT IS REQUIRED DOCUMENT AND RETURN SS TO U.S. MARSHAL	
12. APPROVAL A. LOCAL GOVERNMI	Theince		DERAL GOVER	MENT 1. Jack por mature 11/18/02	
TITLE	DATE		TITLE	DATE	
	USMS HQ	USE ONLY		Form USM-241a (Rev. 3/99) Page_1_ of <u>4</u> Pages	

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- 6. Article XV, *Guard/Transportation Services To Medical Facility* and Article XVI, *Guard/Transportation Services to U.S. Courthouse*, attached hereto, are hereby incorporated in the subject Interagency Agreement.
- 7. Massachusetts Department of Correction is hereby authorized to provide guard/transportation services at an hourly rate of \$25.94. Authorization of reimbursement of mileage expenses resulting from transporting Federal prisoners as directed by the Government is also granted. All mileage reimbursement shall comply with Federal Travel Regulations.
- 8. All other terms and conditions remain unchanged.

ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:

a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and

b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.

2. 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 requirement for security, prisoner monitoring, visitation, and contraband control.

3. 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.

4. 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.

5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement.

ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. 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. The Local Government agrees to the following:

a. Transportation and escort guard services will be performed by ^{b7E} qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

- b. 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;
- c. The Local Government <u>will not</u> 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.

2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.

3. 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.

4. 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.

5. 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 workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement