



PRISONER OPERATIONS

9.2 Prisoner Detention and Housing

HOUSING PRISONERS IN USMS CUSTODY

- A. General:** The USMS is responsible for determining where prisoners will be confined. USM's are responsible for obtaining adequate detention space to house USMS prisoners in their districts.
- B. Conditions:** Detention facilities the USMS uses must meet DOJ detention standards and minimum conditions of confinement. These conditions are as follows:
1. Staff is on duty 24 hours a day to supervise prisoners
 2. Three adequate meals a day are provided to prisoners
 3. Adequate emergency medical coverage is available 24 hours a day
 4. Adequate fire and other emergency plans and procedures are followed
 5. There is adequate security
 6. Adequate sanitation and hygiene services are available
 7. An adequate suicide prevention policy is in place
 8. There is adequate access to prescription drugs

Inadequate Facilities: Where such necessary services are not provided, the facility should not be used. In such situations, the U.S. Marshal should contact the Prisoner Operations Division for additional guidance.

- C. Types of Facilities:** USMs will house USMS prisoners in the following types of facilities, in the order listed:
1. BOP facilities: Whenever available and cost effective, Federal Detention (which can be used without charge for USMS prisoners) should be utilized for overnight detention of USMS prisoners.
 2. Local detention facilities participating in the USMS/Intergovernmental Agreement Program (IGA): The USM, as the manager of his or her district's detention space resources, should actively pursue the development of agreements with a sufficient number of non-Federal detention facilities to insure adequate and sufficient housing for his or her prisoner population. Facilities should be sought which can provide special prisoner services such as mental care, juvenile and female prisoner housing, minimum-security housing for illegal alien material witnesses and their dependents, etc.

The use of such non-Federal detention facilities, however, in no way relieves the USM of his or her responsibility for ensuring that certain minimum standards of confinement and inmate services are provided to all prisoners in USMS custody. A primary tool for the measurement and verification of such services is, of course, the periodic on-site Detention Inspection. Where serious discrepancies of the level of compliance with USMS minimum conditions of confinement are identified, the district should develop, in coordination with the local jail authorities, an action plan to assist the facility in improving its level of compliance. The action plan should include Federal Disposal System (formerly Federal Excess Property Program), and technical assistance.

3. Private detention facilities contracting with the USMS.
4. Non-IGA Detention Facilities through a Limited Use Agreement (LUA) in an Emergency Situation: A detention facility can be used without an IGA in an emergency when a facility is not used on a routine basis

or pending completion of negotiations for an IGA. Before placing USMS prisoners in a non-IGA detention facility for the first time, the USM will inspect the detention facility to make sure it meets minimum conditions of confinement standards denoted on USMS Form-218a. If all minimum conditions of confinement are not present, the facility will not be used.

DETENTION FACILITY CONTRACTING

Intergovernmental Agreement (IGA) Program

- A. Authority:** Title 18 of the United States Code was amended by the U.S. Marshals Service Act of 1988 and the Department of Justice Appropriations Act of 2001 to include the following:
1. Section 4013(a) authorizes the Attorney General to make payments from the Federal Prisoner Detention Account for the necessary clothing, medical care, guard services, housing and care of prisoners held in a U.S. Marshal's custody in accordance with federal law, under agreements with state or local governments.
 2. Section 4006 Subsistence for Prisoners: The Attorney General will allow and pay only the reasonable and actual costs of the subsistence of prisoners in any U.S. Marshal's custody.
- B. General:** An IGA is a formal written agreement between the USMS and a local or state government for the housing, care and safekeeping of federal prisoners in exchange for payment by the USMS, at a fixed per diem rate, for each prisoner held. State and local detention facilities the USMS uses must have an approved award document describing the services to be performed and the daily rate the USMS will pay. An approved IGA authorizes the expenditure of funds from the Federal Prisoner Detention Account.
- C. IGA Award Procedures**
1. Each USM will do the following:
 - a. Review the district's prisoner population loads and any special needs (e.g., juveniles, illegal aliens, hospital guard services, special separation cases, JPATS hold-over needs, female detention facility) to assess the district's detention requirements.
 - b. Identify potential state/local detention facilities that meet USMS detention standards and are willing to support the district's detention requirements.
 - c. Coordinate with the BOP, BICE and other districts to determine if they have detention requirements in the district, including requirements in specific facilities or locations. The USMS has priority access to available jail space in facilities with IGAs.
 - d. Contact detention facilities by location, capability and types of detention services provided to determine if they are interested in housing federal prisoners.
 - e. Conduct an initial on-site inspection of detention facilities to determine the facility's level of compliance with USMS inspection guidelines. A Form USM-218, *Detention Facility Inspection Report*, will be completed to document the inspection.
 - f. Provide the detention facility with:
 - (1) A sample IGA to review or clarify any special terms or conditions (i.e., billing procedures, guard service) and an instruction booklet on how to complete Form USM-243, *Cost Sheet for Detention Services*.
 - (2) A Form USM-243, to complete, which will enable POD to negotiate directly with the detention facility on a reasonable per diem rate. The USM will not negotiate with any detention facility about rates or promise a specific rate.
 - (3) A copy of the Office of Management and Budget's Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - g. Review USM-243s for completeness and accuracy of information (particularly staffing levels and type of services provided) and submit a complete IGA package to POD with the following items:

- (1) Completed Form USM-242, *Request for Detention Services (RDS)* with any special conditions (such as guard services, including BOP/BICE as users)
- (2) *Detention Facility Inspection Report*, USM-218
- (3) Completed cost sheet Form USM-243

2. Upon receipt of the complete IGA package by POD, the Programs & Assistance Branch will process IGA requests.

D. IGA Modification Procedures

1. Rate Increase Modification

- a. If a facility desires a rate increase under an IGA, a written request should be sent to the USM 60 days prior to the requested effective date.
- b. In order to initiate a rate modification, the USM must submit the following to POD:
 - (1) Letter from the detention facility specifying requested rate and desired effective date.
 - (2) USM-242, *Request for Detention Services (RDS)*.
 - (3) USM-243, *Cost Sheet for Detention Services*. Information to be based on the previous fiscal year or an approved operating budget.
- c. All rate increases are negotiated and approved by POD. The USM may not approve rate increases or indicate support for any specific per diem rate proposed by a facility.
- d. The USM will not pay a new per diem rate until a written modification, signed by POD and the state or local government, is received. The newly established rate and its effective date will be included in the modification.
- e. The USM may only obligate funds in the district's workplan. The district will request additional funding from the Financial Services Division to cover rate increases that will result in existing workplan funding being exceeded.
- f. **Rate increases will not be applied retroactively.**

2. Guard and Transportation Services

- a. USMs will coordinate with local governments to determine if they are willing to provide guard services for medical appointments and/or transportation to and from federal court, and if they have enough employees to provide these services.
- b. Detention facilities are not required to provide guard and transportation services other than for medical emergencies.
- c. POD will verify if guards or deputies will perform these services.
- d. Hourly guard/transportation rates will be based on basic salary and fringe benefits of employees who will perform the service. The USMS will obtain a letter from the local government outlining this information.
- e. Mileage will be based on the current General Services Administration (GSA) rate.

3. Other Modifications: Listed below are examples of other types of modifications that the USM or POD may request:

- a. To include or delete BOP or BICE as authorized federal user agencies.
- b. To include guard services for medical appointments and/or transportation to and from federal court.

- c. To add a hold harmless clause for federal excess property (vehicles) being provided to the detention facility.
- d. To include a BOP work-release program.
- e. To increase/decrease the number of jail days.
- f. To include Cooperative Agreement Program language.

E. Limited-Use Agreements (LUAs)

1. The USM is permitted to negotiate a reasonable per diem rate based on a facility of similar size, level of prisoner services, and staffing.
2. The USM will conduct an informal assessment of the detention facility's compliance with minimum standards and prepare a *Limited Use Inspection Certification*, USM-218A.
3. The USM will submit the USM-242 and USM-218A to POD.
 - a. POD will assign and enter a PTS code.
 - b. A LUA may be issued for up to a year but will not exceed 150 calendar days of USMS prisoner day usage.
4. If the jail bill falls within district funding ceilings, the following should occur:
 - a. The USM will call POD for an agreement number and unit code (if one has never been assigned).
 - b. The USM will report the use of the facility on the USM-268A report and enter the jail in PTS.

F. Detention Facility Inactivation/Restriction and Court Orders

1. The USM will immediately notify POD in writing when a detention facility becomes inactive, restricted or is under a court order.
2. A detention facility is considered restricted if the USMS cannot obtain all the bed space they require in that facility due to overcrowding, court order, or if the facility cannot accommodate large numbers of federal prisoners due to limited capacity.
3. A detention facility may become inactive or restricted because of the following:
 - a. Prisoner litigation
 - b. Overcrowding, according to local authorities
 - c. Federal court order
 - d. State court order
 - e. State government ordered
 - f. Detention facility has no desire to continue to house federal prisoners
 - g. Dispute over IGA terms/provisions
 - h. USMS decision to reduce/suspend use
 - i. USMS does not need facility
 - j. Temporary restrictions due to physical plant factors (fire, renovation)
4. IGAs are terminated or canceled only when the detention facility no longer exists or is closed with no

possibility of reopening.

5. Detention facilities that are no longer used to house federal prisoners but are still operating are placed in an inactive status because districts may wish to use them in the future. Once reactivated, a new IGA does not have to be negotiated unless the facility requests a per diem rate adjustment.

6. For detention facilities under federal or state court orders or under litigation, the USM will notify POD and provide the following information:

- a. Facility name
- b. IGA number
- c. District
- d. Type of Action (i.e., federal or state court order or litigation)
- e. Reasons for court order
- f. Effective date of action
- g. Copy of court order
- h. Date court order canceled or satisfied

INTERGOVERNMENTAL AGREEMENTS VS. CONTRACTS

- A. **Purpose:** to set forth the guidelines, responsibilities and procedures of USMS when acquiring detention space from local government programs that utilize some degree of privatization. This information is to be used as an aid in making the determination of when to use Intergovernmental Agreements (IGAs) issued under OMB Circular A-87 and when to use contracts awarded in accordance with the Federal Acquisition Regulation (FAR).
- B. **Background:** The USMS relies upon state and local governments to house the majority of its prisoners. These detention facilities have traditionally been owned and operated by those governments. However, a growing number of state and local governments have privatized some or all of their detention programs. There is a wide variance in privatization arrangements. As a result, it can be difficult to determine when a traditional government provided service ends and a commercial enterprise begins.
- C. **Policy**
 - a. The USMS will use the appropriate vehicle, either IGA or FAR contract, when obtaining detention space and related services funded from the Federal Prisoner Detention Account.
 - b. The USMS must conduct a thorough analysis of each action and prepare a written determination on which acquisition vehicle is appropriate. The purpose of the analysis is to determine whether or not a state/local detention program truly exists within the intent of the OMB Circular A-87.
- D. **Procedures:** Regardless of the nature and extent of privatization in a local government detention program, an IGA can still be appropriate when one or more of the following conditions exist:
 - a. The local government has an ongoing detention program for the housing of its own prisoners of which privatization is all or part.
 - b. A specific written agreement between the local government and the vendor establishes the detention standards and services which must be met. Changes to those standards and services must be made through and approved by the local government.
 - c. Payments by the USMS for detention services are made directly to the local government.
 - d. Per diem rates can be established through OMB Circular A-87 and USMS policies and procedures.

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- e. Absent any USMS prisoners, privatization would still exist as part of the local government's detention program.
- f. The local government is providing detention services to other federal, state or local governments through IGAs or similar arrangements.
- g. The local government accepts responsibility for the care and custody of USMS prisoners.

The complete absence of these seven conditions will almost always suggest the use of a contract issued pursuant to the FAR.

E. Responsibilities

- a. **U.S. Marshals:** will assist the POD in gathering all necessary information to make IGA vs. contract determinations.
- b. POD: makes the determination as to the appropriate detention space acquisition methodology.

COOPERATIVE AGREEMENT PROGRAM (CAP)

- A. **Authority:** Title 18 of the United States Code was amended by the U.S. Marshals Service Act of 1988 and the Department of Justice Appropriations Act of 2001 to include the following:

Section 4013(4) authorizes the Attorney General to enter into contracts or cooperative agreements with any state, territory or political subdivision for the necessary construction, renovation, or acquisition of equipment, supplies or materials to establish acceptable confinement conditions and detention services in any state or local jurisdiction that agrees to provide bed space for federal prisoners within its correctional system.

- B. **General:** A Cooperative Agreement Program (CAP) is an agreement with a local or state government to provide guaranteed bed space to the USMS/BICE for a specified period in exchange for financial assistance with its project(s).
- 1. The federal government will not pay more than \$50,000 per bed toward the cost of construction, renovation or expansion.
 - 2. A typical CAP agreement is for 15 to 20 years or longer if the cost per bed is above \$25,000.
 - 3. CAP funds cannot be used for:
 - a. feasibility studies
 - b. leases or purchases of vehicles
 - c. consumable items
 - 4. Because CAP funds are released on a reimbursable basis, a local government must have approved funding for its project.

C. Procedures

- 1. The POD develops and periodically updates a target list of federal court cities that have serious bed-space shortages where CAP funds could be used.
- 2. After CAP funds are approved by Congress, a CAP commitment list is developed by POD. Discussions are held with districts to determine bed-space requirements. A review of the latest prisoner population survey, funded CAP and BOP bed-space resources for the court city, and a federal court city analysis are completed by POD to validate the requirements for cooperative agreements.
- 3. On-site visits may be made to determine the feasibility of a CAP project and to meet local government officials in order to explain and resolve any issues and to obtain a commitment from them.
- 4. Upon review of the local government's application, discussions are held to clarify any issues and the start

date of the project, as well as to determine if the government has approved funding.

5. After the negotiations are completed, a CAP agreement is executed and awarded.

6. An SF-3881, *Payment Information Form*, must be completed and returned with the signed CAP agreement so that POD can obligate the award.

D. CAP Administration

1. **Responsibilities:** After a CAP agreement is awarded, the recipient and district will receive an administrative package containing progress reports, request for reimbursement forms and close-out reports.

a. Recipient

(1) will report to the district and POD any work delays that will exceed 90 days.

(2) will submit quarterly progress reports, through the USM, to POD: Reports are required until the project is complete. At the end of the project, the recipient will submit a final close-out report.

(3) may submit more than one reimbursement request, however, reimbursement requests must be for all for completed work.

b. District

(1) A CAP Project Officer will be appointed to oversee the progress of the CAP agreement, from award to closure.

(2) The CAP Project Officer will perform on-site inspections and submit monthly progress reports to POD.

(3) The CAP Project Officer will review and certify requests for CAP reimbursement.

(4) The CAP Project Officer will maintain centralized records, including IGA and CAP agreements, modifications, quarterly and monthly progress reports, correspondence and copies of reimbursement requests.

(5) Upon the project's completion, the CAP Project Officer will perform a final inspection and submit a close-out report to POD.

(6) CAP payment records should be kept for three years after final payment. Permanent records will be kept by POD.

E. Review and Certification of Requests for Reimbursement by CAP Recipient Facilities

1. Each reimbursement request from a recipient must include a completed SF-270, *Request for Advance or Reimbursement*, and Schedule E--*CAP Reimbursement Request Detail Sheet*. Copies of invoices or bills are not required for state and local governments covered by the Single Audit Act of 1984 (receiving more than \$100,000 in federal financial assistance). State or local governments not covered by the act (receiving less than \$100,000 a year in federal financial assistance) are required to submit copies of paid vouchers.

2. The SF 270 and Schedule E Sheet are to be reviewed by the District CAP Project Officer to ensure that:

a. The SF 270 and Schedule E are completed properly.

b. The work performed or goods and services provided are within the scope of the work authorized in Schedule B of the executed CAP agreement.

3. Upon satisfactory review of the reimbursement request, the USM will prepare and submit to POD an SF-1034 as the authorized certifying officer. The USM will not delay forwarding of the reimbursement request package due to scheduling of on-site inspections; however, certification of all vouchers requires up-to-date knowledge by the USM of the status of all work.

4. In cases of potential or non-compliance, all disbursements may be frozen by the Assistant Director, POD. The USM and CAP recipient will be notified in writing of the reason for non-reimbursement along with a summary of performance/compliance problems.

F. Monitoring and Inspection Reports

1. The CAP Project Officer is responsible for performing monthly on-site monitoring inspections of the progress of the CAP projects once work has actually begun. Prior to that time, they will communicate monthly with the facility to ensure that work plans are being developed and that any delays or problems are being reported to POD.

2. A written monthly monitoring report (Schedule F) must be completed by the CAP Project Officer, reviewed and signed by the USM, and submitted to the Assistant Director, POD, on the first workday of each month. The first progress report will be due the first workday of the month after receipt of the CAP administrative package. Progress reports are required even if actual site work has not begun.

3. The detention facility/local government is responsible for submitting through the USM a quarterly progress report (format contained in Schedule "C" of the executed CAP agreement) whether work has actually begun or not. The USM will review and sign the report prior to forwarding it to POD. Any areas of question arising from this review (i.e., results of on-site monitoring not supporting the recipient's progress report) should be investigated immediately and the results incorporated in a cover memorandum with the quarterly progress report attached. The quarterly report should be received by the USM no later than five working days after the close of the quarter.

4. The CAP Project Officer will establish a suspense file to ensure that district and recipient progress reports are submitted to POD in a timely manner (and until the overall completion date of the CAP project). Any extensions required are to be requested in writing by the recipient if work completion dates contained in Schedule B of the CAP agreement will not be met. The CAP Project Officer will contact the CAP recipient when quarterly progress reports are not submitted on time. In accordance with the terms and conditions of the CAP agreement (Article XI (c)), failure to submit progress reports may be interpreted as noncompliance.

5. The USM will submit written requests to the Assistant Director, POD, for approval of modifications required to the CAP agreement (i.e., transfer of funds between projects, cancellation or changes in projects or the scope of work, time extensions).

6. Whenever possible, the USM shall maintain a chronological collection of photographs of projects as they progress. At a minimum, a photograph of "before" and "after" should accompany the close-out report.

G. Close-Out and Final Payment

1. Once all work has been completed, the USM will immediately perform an on-site inspection and submit a close-out report (Schedule G) to POD.

2. When the request for final payment is made, the final SF-1034/270 must be accompanied by the CAP Close-Out Report from the USM if the report has not already been submitted to POD. As soon as work is completed, the USM is responsible for scheduling the final inspection for prompt final payment to the recipient.

3. After all work is completed and final payment, the recipient will submit a close-out report to the district and the district will forward the report to POD.

4. POD will complete a technical and financial review before authorizing final payment. Any disputes as to the type of work actually performed versus authorized or financial discrepancies must be settled to the satisfaction of POD before any final payment is made.

H. Utilization and CAP Compliance: The USM will use all available CAP detention facilities before using other detention facilities. A utilization level of 90 percent must be maintained at all times in a CAP detention facility after the beds become available. If the utilization level falls below 90 percent, the Assistant Director, WSD, must be notified in writing immediately, providing complete documentation of the reasons for underutilization and the level of noncompliance (if pertinent) by the CAP recipient. Under no circumstances will a USM reduce utilization below the CAP guaranteed level at the request of the CAP recipient, except in the case of an emergency, without the prior approval of the Assistant Director, WSD. If an emergency arises, the USM must provide a prompt written notification to WSD. If services are not provided by the CAP recipient to the

guaranteed level, the Assistant Director, POD, will attempt to negotiate a mutually acceptable resolution with the recipient following the issuance of a written notice of breach of agreement by the Assistant Director, POD. If a resolution cannot be reached, the local entity will reimburse the USMS for all funding provided and all costs relating to relocating prisoners over and above the rate paid to the local entity. This does not apply if the noncompliance is as a result of a fire, riot, act of God, or other emergency acceptable to the USMS. However, such a determination will be made by POD based on information submitted by the USM. The USM must ensure that required progress reports are accurate and submitted in a timely manner, particularly as they relate to the district's use of the guaranteed CAP bed spaces. Failure to submit reports will result in written notification from the Assistant Director, POD, requesting a return written response on how to resolve the district's failure to submit a report.

I. **Breach:** If a CAP recipient facility breaches its performance under the CAP agreement, the USM will immediately contact POD for guidance.

J. **Headquarters Monitoring Responsibilities: (added August 31, 2007)**

1. Monitoring Districts with open CAP projects report on construction projects completion and on the status of billing to be submitted from the locality.

2. Follow up to ensure that all Districts with open CAPs submit timely monthly progress reports and that Districts obtain quarterly updates from the CAP recipient.

3. Obtain an explanation from the Districts with open obligations as to when the work will be completed and the CAP can be closed.

4. Monitor all ongoing requests for reimbursement from localities in order to maintain current records on the current status of obligations.

5. Reconcile all open CAP obligations on the database maintained by POD with the Office of Finance and verify the status of funds de-obligated by the Office of Finance, USMS, through the Office of the Federal Detention Trustee (OFDT).

6. Monitor the status of de-obligated funds for any potential re-programming with monthly updates from the Financial Services Division, USMS, and OFDT.

K. **Cooperative Agreement Program Training Manual, Publication 58**

JUVENILE DETENTION

A. **General:** It is the responsibility of the USMS to provide for the custody, handling, and detention of juvenile delinquents in accordance with the Federal Juvenile Justice and Delinquency Prevention Act, 18 USC 5031–5042.

B. **Definitions**

1. **Juvenile:** A juvenile is a person who is less than 18 years old for the purpose of proceedings and disposition under 18 USC 5031. In the case of an act of juvenile delinquency, a person who is under 21 is considered a juvenile. USMS juvenile prisoners will be treated as such unless, upon a motion by the attorney general, the court orders the juvenile to be treated as an adult. In such cases the juvenile is "transferred" for adult prosecution (18 USC 5032). Any prisoner committed under the Juvenile Justice and Delinquency Prevention Act will be treated as a juvenile regardless of age.

2. **Adjudicated Juvenile:** An adjudicated juvenile is a prisoner upon whom the court has made a finding or a juvenile prisoner who is awaiting a disposition hearing.

C. **Custody and Detention**

1. A juvenile prisoner remanded to USMS custody will be detained in a juvenile detention facility or a detention facility designated for juvenile use by the Assistant Director, POD. Alleged juvenile delinquents will be detained separately from adjudicated delinquents if possible.

2. In circumstances where a USMS contract juvenile facility will not accept a juvenile prisoner because, for example, of age, charge or violent tendencies, and no alternative juvenile detention facility is available, the

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USM will notify the U.S. attorney and the court. Based upon the juvenile prisoner's temperament and the lack of a juvenile facility, the court's approval to place the prisoner in an adult detention facility with separate juvenile quarters will be requested.

3. In emergency situations a juvenile may be detained in an adult facility. The juvenile will be separated by sight and sound and out of regular contact with adult prisoners. The U.S. attorney and the court will be notified immediately.

- D. **Juvenile Detention Facilities:** Only juvenile detention facilities with a contract or IGA with the USMS or BOP will be used for detention purposes. If a juvenile detention facility is not available in the district, the USM will explore the availability of juvenile facilities in the nearest district or contact the POD and the BOP Community Corrections Manager (CCM) for assistance in locating detention space.
- E. **Use of Non-Contract Juvenile Detention Facilities:** In an emergency in which the juvenile prisoner must be detained in a juvenile facility without an awarded IGA and where use of the facility is not expected to recur, the USM will request that a LUA be awarded.
- F. **Contingency Plans:** Each district will develop a written standard operating procedure (SOP) for the custody and detention of juvenile prisoners. The SOP, as a minimum, should describe the state's law regarding juveniles and:
 - 1. Identify juvenile detention facilities by name, address, phone number, point of contact, and rate;
 - 2. Specify sex and age range accepted; and
 - 3. Identify restrictions on admission, such as no high-risk or violent prisoners.

DETENTION FACILITY INSPECTION PROGRAM

- A. **General:** On-site inspections of detention facilities that house USMS prisoners are intended to measure conditions of confinement as well as the detention facility's compliance with these standards.
- B. **Detention Facility Inspections:** Detention facility inspections by trained USMS employees will be conducted at least once a year. Facilities that undergo major changes in operations or physical structure will be inspected as soon as possible to ensure that the districts and the POD have the most current information on detention facilities. Up-to-date information on detention facilities enables the districts and POD to identify problem areas early as well as identify those detention facilities that provide the best value.

An on-site inspection will be conducted before awarding an IGA to a detention facility the USMS has not used previously.

C. Procedures

- 1. At the conclusion of an inspection, the appropriate detention facility official will be briefed on the findings.
- 2. Within two weeks of the conclusion of the inspection, a written report will be provided to the appropriate detention facility official. The report will discuss the findings of the inspection along with recommendations on how to remedy any deficiencies. The report should also mention any aspect of the detention facility's operations that was found to be exceptional.
- 3. After the annual inspection is concluded, a *Detention Facility Investigative Report USM-218* will be completed to document the inspection.
- 4. Completed *USM-218* s will be reviewed and signed by the USM and submitted to the Assistant Director, POD. Suggestions on actions the district should take to correct substandard conditions will be included.
- 5. One copy of form *USM-218* will be sent to the appropriate BOP Community Corrections Manager and/or BICE official if they use the detention facility as part of a joint-use IGA. But if the USM feels it would be detrimental to the interests of the USMS to send the report to either party, the report should be submitted to POD only.
- 6. Copies of *USM-218*s will be kept as a permanent part of the official contract or IGA file. Districts may use

these reports to decide on housing options for prisoners with special needs.

7. Completed inspection reports are protected from being released outside the USMS by the Freedom of Information Act, 5 USC 552. Copies will not be released to any individual or requesting agency, except as mentioned, without the Assistant Director of POD's written permission.

- D. Limited Use Agreement (LUA):** If a facility is used occasionally but has not been awarded an IGA, it will not be inspected annually. The USM will, however, conduct an on-site review to ensure minimum confinement conditions are met as required in all standard IGA documents. In lieu of an annual inspection, the USM will fill out a USM-218A, *Limited Use Inspection Certification*, documenting that the facility meets these conditions. The report will also be submitted to POD within five working days of the facility's use.

CONTRACT DETENTION FACILITY BILL VERIFICATION AND MONTHLY ACCOUNTING REPORTS

A. PTS USM-236, *Prisoner By Facility Report*

1. The PTS USM-236 report provides the district office with a monthly summary listing of all USMS prisoners housed in a contract facility. The PTS USM-236 report is the primary document used to certify jail bills, to prepare the prisoner data required for submission to USMS Headquarters (use format USM-268A) and to support estimated unpaid detention facility obligations year-to-date. The USMS-268A Report is automatically generated by PTS. Districts converted to PTS will submit the report in lieu of the manual report.

2. Under no circumstances are districts to rely on or request contract detention facilities provide the USMS with unpaid obligations (except through the presentation of written monthly detention facility bills). It is the specific responsibility of each USMS to maintain accurate and up to date records of prisoner commitments and detention facility days used to enable the district to independently calculate its unpaid detention facility bill obligations each month. The USMS must accurately validate all detention facility bills presented for payment by contract facilities.

B. Form USM-237 *Record of Prisoner Medical/Hospital Expenses (PTS)*

1. Districts will maintain an ongoing records of prisoner medical and hospital costs and will be entered into the USMS financial system at the end of each month.

2. An estimate of obligations for unpaid medical and hospital costs for USMS prisoners will be reported to POD each month.

3. Medical and hospital related costs for BOP prisoners are not to be entered into the USMS financial system. Medical and hospital costs for BOP prisoners are forwarded to the BOP Community Corrections Manager for certification and direct payment.