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
Services	**Number of Federal Beds**	**Per Diem Rate**
9. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.	10. Approximately 255,852	11. $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 *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.*	15. Signature of Person Authorized to Sign (Local) Signature Patricia Britton Name Deputy Director 4/13/07 Title Date	
16. Prisoner & Detainee Type Authorized _X_ Adult Male _X_ Adult Female ___ Juvenile Male ___ Juvenile Female	17. Signature of Person Authorized to Sign (Federal) Renita L. Barbee Signature Renita L. Barbee Name Grants Analyst 4/5/07 Title 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). 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). In cases where other standards conflict with DOJ/DHS/ICE policy or standards, DOJ/DHS/ICE policy and standards prevail.

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.

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

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.

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Such services will be performed by [redacted] 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.

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Transportation and escort guard services will be performed by [redacted] [redacted] 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.
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 in handcuffs, waist chains, and leg irons during transportation.

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

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.

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 has the *Core Rate*;

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

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

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.