

UNITED STATES MARSHALS SERVICE SPECIAL LIMITED USE AGREEMENT

SECTION I

1. DATE OF AGREEMENT March 25, 2020	2. LUA AGREEMENT NO. (b) (7)(E)	3. JAIL CODE (b) (7)(E)
4. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION CG-3, (b) (6), (b) (7)(C) WASHINGTON, DC 20530-0001		5. ACCOUNTING DATA a. RDS NO: (b) (7)(E) b. APPROPRIATION: (b) (7)(E) c. FISCAL YEAR: 2020
6. LOCAL GOVERNMENT FACILITY NAME AND ADDRESS: California Department of Corrections and Rehabilitation 1515 S. Street Sacramento, CA 94283		7. USMS UTILIZATION AND COST DATA a. TIME PERIOD: 4/1/2020 – 8/29/2020 b. MAXIMUM PRISONER DAYS: 150 c. JAIL DAY RATE: \$77.00 d. HOURLY GUARD RATE: \$59.90 per hour per guard
8. REQUESTING DIST. E/CA	9. DISTRICT NO. (b) (7)(E)	

SECTION II

BACKGROUND

- Currently, nonfederal detention bed space for federal detainees and prisoners is acquired through Intergovernmental Agreements (IGAs), where a daily rate is paid to state and local governments, and facility-specific contracts with private service providers. The Department of Justice Appropriations Act for 2001 (Public Law 106-553) is designed to allow for the use of non-traditional contract vehicles when acquiring detention and other related services. This authority states:

“Sec. 119 – Notwithstanding any other provision of law, including section 4 (d) of the Service Contract Act of 1965 (41 U.S.C. 353(d)), the Attorney General hereafter may enter into contracts and other agreements, of any reasonable duration, for detention or incarceration space or facilities, including related services, on any reasonable basis.”

- In an effort to operate in the most effective way and receive the maximum benefit of Section 119 to meet the Federal Government cost saving initiatives. The United States Marshals Service, Prisoner Operations Division desires to award an Special Limited Use Agreement (LUA) to the California Department of Corrections and Rehabilitation (hereby referred to as the Local Government) to include transportation services.

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SECTION III

SPECIFIC TERMS AND CONDITIONS OF THIS AGREEMENT

1. The purpose of this Special LUA is to formalize an oral agreement between the United States Marshals Service (USMS) and Local Government listed above for the custody, care and transportation of Federal prisoners during the period of time shown in block 7a of this document.
2. This Special LUA is predicated upon the Federal Government's requirement for detention space and services for Federal prisoners and the local government's willingness to provide such services at the same level as those provided to local prisoners.
3. Optional Guard/Transportation Services to Medical Facility
The Local Government agrees, subject to the availability of its personnel, 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 and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by (b) (7)(E) 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.

The Local Government agrees to augment this security escort if requested by the USMS to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

The hourly rate for these services is \$59.90 per hour per guard. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

4. Optional Guard/Transportation Services to U.S. Courthouse
The Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for \$59.90 for Federal detainees housed at its facility to and from the U.S. Courthouse.
These services should be performed by (b) (7)(E) law enforcement or correctional officer personnel.

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The Local Government 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, the Local Government's (b) (7)(E) will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee (b) (7)(E) (b) (7)(E) authorized by the USMS.

5. PRISON RAPE ELIMINATION ACT (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by the relevant PREA regulations (See **attachment 1**).

AFFORDABLE CARE ACT

The local government/facility shall provide federal detainees, upon release of custody; information regarding the Affordable Care Act. The Affordable Care Act website is located at <http://www.hhs.gov/opa/affordable-care-act/>

RESTRICTIVE HOUSING

See attachment 2

6. Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized

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medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. 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 as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake. TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

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The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the (b) (7)(E) 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 medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

7. Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

8. The authority for this agreement is 18 USC 4002 and 4086.

9. The jail day rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two (2) 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 the day of departure.

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SECTION IV

BILLING INSTRUCTIONS

Mail invoice to:

United States Marshals Service
District of Minnesota
300 South 4th Street
Minneapolis, MN 55415
(612) 664-5900

SECTION V

California Department of Corrections and Rehabilitation
(CDCR) – ASB Rancho Cucamonga
Attention: Accounts Receivable
P. O. Box 6000
Rancho Cucamonga, CA 91729-6000

SECTION VI

AUTHORIZING OFFICIAL(S)

(b) (6), (b) (7)(C)

SIGNATURE:

Local Government:

(b) (6), (b) (7)(C)

Chief, Service Contracts Section

DATE:

4/9/20

(b) (6), (b) (7)(C), (b) (7)(F)

SIGNATURE:

(b) (6), (b) (7)(C), (b) (7)(F)

Chief IAB

DATE:

04-14-2020

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ATTACHMENT 1 - RAPE ELIMINATION ACT REPORTING INFORMATION

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

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Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you**, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008

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ATTACHMENT 2 - RESTRICTIVE HOUSING INSTRUCTIONS

State, local, tribal and territorial service providers that have Intergovernmental Agreements (IGAs) shall:

- Report basic information about the placement of federal detainees in restrictive housing, similar to the reporting requirements that the USMS imposes upon the occurrence of significant incidents.

To be in compliance with our request detention facilities shall:

- Immediately notify the Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.
- Provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted via Detention Services Network (DSNET) to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.
- Have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, “restrictive housing” is defined as any type of detention that involves all of the following three basic elements:

Removal from the general population, whether voluntary or involuntary;

- Placement in a locked room or cell, whether alone or with another detainee; and
- Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, “vulnerable population” means juveniles and individuals with serious mental illness.

The USMS Prisoner Operations Division has developed a web-based automated process for use by state, local, tribal, territorial and private detention service providers to report basic information regarding the use of restrictive housing for USMS prisoners. This information includes monthly use and duration of restrictive housing, and immediate notification whenever a member of a vulnerable population is housed restrictively. Information about restrictive housing, user account requests and a restrictive housing handbook (with screenshots and workflow descriptions) will be located on the eIGA homepage which can be found at: <https://ows.usdoj.gov/IGA/>. For technical assistance on the Detention Services Network (DSNet) eIGA system, please call the DSNet service desk at 877.633.8457 or email at DSNetservicedesk@leo.gov.