

# **SOUTHSIDE REGIONAL JAIL AUTHORITY**

## **Agenda**

**October 13, 2020 at 5:30 p.m.  
Southside Regional Jail Conference Room  
244 Uriah Branch Way, Emporia, VA 23847**

- I. Call to Order:**
- II. Approval of Agenda:**
- III. Citizens Comments:**
- IV. Approval of Minutes:** August 11, 2020 SRJA Board
- V. Approval of Warrants:**
- VI. Old Business:**
  1. Rockbridge / Page Update –
  2. COVID 19 Update -
  3. Tablets / Video Visitation Update-
  4. Work-Release / HEM Updates –
  5. US Marshals Contract – (Attached) -
  6. CESF Grant Award – (Attached) -
- VII. New Business:**
  1. Superintendent's Report
    - a. Staffing Update
      - 1) Administrative Assistant Vacancy
      - 2) Staff Vacancies
  2. Middle River Regional Jail Contract –
  3. PREA Audit –

4. Cares Grant assistance from Greenville County -

5. Christmas Bonus -

6. JV #3 -Void Checks -

7. Drawing --

**VIII. Closed Session:**

None

**VIV. Adjournment**

# **SOUTHSIDE REGIONAL JAIL AUTHORITY**

**Minutes of August 11, 2020**

**5:30 p.m.**

**Southside Regional Jail Conference Room & Video Conference**

**244 Uriah Branch Way, Emporia, Virginia 23847**

**SRJA Board Members Present:** Mr. F. Woodrow Harris, Chairman, Presiding  
Mrs. Belinda Astrop by video  
Mr. James Brown, by video  
Mr. Steve Coleman, by video  
Sheriff W.T. Jarratt, Vice Chairman  
Mr. William E. Johnson, III, by video  
Mrs. Brenda N. Parson, by video  
Chief Ricky Pinksaw, Secretary, by video  
Sheriff Keith Prince

**SRJA Members Absent:** None.

**Attorney:** Jeff Gore, by Video Conference

Mr. Harris stated that, "Pursuant to Governor Northam's executive order number 51 and amended order number 51, the August 11<sup>th</sup>, 2020 meeting of the SRJA Board, is being held by electronic means due to the Covid-19 Pandemic Emergency. The meeting is being conducted using the "go to meeting" platform, and the log in information along with the agenda and meeting packet, were placed on the agency's website as well as posted at the facility. Furthermore, a recording of the meeting will be posted to the website for public access.

**I. Call to Order:** Mr. Harris, Chairman, called the meeting to order at 5:32 p.m.

**II. Approval of the Agenda:** Mrs. Parson moved to approve the agenda as presented and Sheriff Prince seconded the motion. All members responded by saying, "Aye", and the motion carried.

**1. Election of Officers** – For the office of Chairman, Sheriff Prince nominated Mr. Woodrow Harris to another term. Mrs. Parson seconded the motion, and moved to close the nominations. All members responded by saying, "Aye," and Mr. Harris was elected, Chairman.

For the office of Vice-Chairman – Mr. Johnson moved to re-elect Sheriff Jarratt as Vice-Chairman, and Mr. Brown seconded the motion. The nominations were closed. All members responded by saying, "Aye" and Sheriff Jarratt was elected, Vice-Chairman.

Mrs Astrop moved to nominate Chief Pinksaw as secretary and Mr. Johnson seconded the motion. With no other nominations coming forward, the vote was taken, all members responded by saying, “Aye” and Chief Pinksaw was elected secretary.

**III. Citizens comments:** None noted

**IV. Approval of the Minutes of June 9, 2020** – Mrs. Parson moved to approve the minutes of June 9, 2020 as presented. Sheriff Jarratt seconded the motion. All members responded by saying, “Aye”, and the motion carried.

**V. Approval of the Warrants** – Mrs. Parson moved to approve the warrants as submitted and Sheriff Jarratt seconded the motion. All members responded by saying, “Aye”, and the motion carried.

**VI. Old Business:**

1. Rockbridge Regional Jail / Page Co. Update –Colonel Shiflett advised the Board that of the 189 total population being held this morning at Southside Regional Jail, 32 of them were from Rockbridge, 56 from Page County and 2 were being held from Southampton County for 90 holds. (An informational item only).
2. Fire Alarm Update – Colonel Shiflett advised the Board the installation of the up-graded fire alarm was complete, and they were just waiting on Mr. Veliky to provide his certification. Honeywell is waiting on Ryan Aerni, Greensville County IT, to open up the fire-wall on the computer systems to allow access to the cell phone notification system. (An informational item only).
2. Tablet / Video Visitation Update – Colonel Shiflett reported that GTL has been installing the tablets and Video Visitation System this week, and SRJ should be up and running by September 30, 2020. He said this would be good for Rockbridge and Page County inmates. This venture should result in approximately \$75,000 in revenue for SRJ this fiscal year. (An informational item only).

**VII. New Business:**

Superintendent’s Report-

1. Staff Update –Colonel Shiflett reported that currently we have 1 vacant officer position, and Mrs. Linda Clements has announced her retirement effective January 1, 2021.
2. COVID 19 Update – As of today we have not had any new cases of the virus; two of our staff have been tested, resulting in one positive and one negative. The positive case never got sick, but both individuals were

quarantined for 14 days. As of today's date, no inmates have been sick with the virus. (An informational item only).

3. LIDS Audit – Colonel Shiflett advised the Board that SRJ passed its LIDS audit which was conducted on July 28<sup>th</sup> & 29<sup>th</sup>, 2020. He congratulated Sgt. Robert Vaughan for a job well done.

Colonel Shiflett went on to say that this is a big audit year for SRJ, our PREA Audit is scheduled for September and our 3-year DOC Audit is scheduled for December 2020. (An informational item only).

4. Drawing –

5. Closed Session:

None

#### **IV. Adjournment:**

With no other business coming before the Southside Regional Jail Authority, Mr. Harris adjourned the meeting at 5:45 p.m.

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*Ricky Pinksaw, Secretary*

Minutes to be approved at the next regularly scheduled meeting of the Southside Regional Jail Authority, to be held October 13, 2020.

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*F. Woodrow Harris, Chairman*

**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Detention Services  
Intergovernmental Agreement**

1. Agreement Number 83-20-0007	2. Effective Date	3. Facility Code(s) DZ9	4. DUNS Number 008-590-932
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 <sup>rd</sup> Floor Washington, DC 20530-0001		6. Local Government  Southside Regional Jail 244 Uriah Branch Way Emporia, VA 23847  Tax ID#: <b>54-1798594</b>	
7. Appropriation Data  15-1020/X	8. Local Contact Person: E-mail: Telephone:	Mark Shiflett, Superintendent <a href="mailto:mshiflett23@gmail.com">mshiflett23@gmail.com</a> (434) 634-0670	
<b>9. Services</b>		<b>10. Estimated Number of Federal Beds</b>	<b>11. Per Diem Rate</b>
This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		Male: 75 Female: 15  <b>Total: 90</b>	<b>\$75.00</b>
<b>12. Guard/Transportation Hourly Rate</b>		<b>13. Optional Guard/Transportation Services</b>	
Guard/Transportation Hourly Rate: <b>\$25.00</b>  Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		<input checked="" type="checkbox"/> Medical <input type="checkbox"/> Other _____ <input type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input type="checkbox"/> Encompassed _____	
<b>14. Department Of Labor Wage Determination</b>			
<input type="checkbox"/> Wages Incorporated _____			
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local)  _____ Signature  Mark Shiflett _____ Print Name  Superintendent _____ Title  Date	
17. Federal Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User  <input type="checkbox"/> BOP <input type="checkbox"/> ICE <input type="checkbox"/> Other _____	19. Signature of Person Authorized to Sign (Federal)  _____ Signature  Tiffani Eason _____ Print Name  Chief, IAB _____ Title  Date	

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**Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act 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 **Southside Regional Jail Authority** (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 the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Southside Regional Jail, 244 Uriah Branch Way, Emporia, VA 23847** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal detainees") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting 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 all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

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 going back three (3) years from the date of request by the Federal Government.

**Period of Performance and Termination**

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

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

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

## 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 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](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Federal Performance Based 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.

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 USM-553 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.

#### **Affordable Care Act**

The Local Government 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/healthcare/about-the-aca/index.html>.

#### **Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee 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. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. 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 jurisdictional United States Marshal (USM).

### **Optional Guard/Transportation Services to Medical Facility**

If Medical Facility in block #13 on page one (1) of this Agreement is checked, 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 at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

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

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

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

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

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 transportation and escort guard 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 will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**Optional Guard Services to VideoTeleconference Hearings within Facility**

If Other (VideoTeleconference Hearings) in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal detainees housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a detainee before the court.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request.

**Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

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 JPATS, the Local Government's transportation and escort guards 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 the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

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

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. 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 or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

### **Restrictive Housing and Suicide Prevention**

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned 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.

The Local Government shall also 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 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.

The Local Government shall 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" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. 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.

### **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 all relevant PREA regulations.

### 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: <https://www.dol.gov/whd/contracts/sca.htm>.

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.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

### 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 Federal Government estimate for detention services, otherwise known as 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 is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Southside Regional Jail's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (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 **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

### **Billing and Financial Provisions**

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

Addresses for the components are:

**United States Marshals Service  
Eastern District of North Carolina  
Terry Sanford Federal Building  
310 New Bern Avenue, Suite 100  
Raleigh, North Carolina 27601  
(919) 856-4153**

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 Agreement, and the total amount billed (total days multiplied by the per-diem 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. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

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 at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

### **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.

**Disputes**

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 the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**Inspection of Services**

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

**Modifications**

For all modifications except for full or partial terminations, 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.

**Litigation**

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 (5) 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.



## 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.

### 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



# COMMONWEALTH of VIRGINIA

## Department of Criminal Justice Services

Shannon Dion  
Director

Megan Peterson  
Chief Deputy Director

Washington Building  
1100 Bank Street  
Richmond, Virginia 23219  
(804) 786-4000  
[www.dcjs.virginia.gov](http://www.dcjs.virginia.gov)

September 8, 2020

Mr. Mark Shiflett  
Superintendent  
Southside Regional Jail Authority  
244 Uriah Branch Way  
Emporia, VA 23847

RE: CESF Correctional Facilities-Jails

Dear Mr. Shiflett:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **20-A5181CE20** and was approved for a total award of **\$14,776**, funded through Federal Grant **2020-VD-BX-0141**. The project period is **01/20/2020** through **09/30/2021**.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Please note your General Special Conditions, Reporting Requirements and Projected Due Dates have been combined and are now referred to as **Conditions and Requirements**. All are posted online at <https://www.dcjs.virginia.gov/grants/grant-requirements> for your review. In addition to the General Special Conditions, there may be Specific Special Conditions related to your Grant Award. You are required to view these conditions online via the Grants Management Information System (GMIS) at <https://grants.dcjs.virginia.gov/> under menu item View Status -> Special Conditions. You must obtain a user name and password set up by your Finance Officer in order to use this system.

To indicate your acceptance of this award and conditions, please sign the included SOGA and complete both the Sub-Grantee Questionnaire and the Certifications Regarding Lobbying forms posted at <https://dcjs.virginia.gov/grants/forms>. **Return all three documents within the next 60 days to [grantsmgmt@dcjs.virginia.gov](mailto:grantsmgmt@dcjs.virginia.gov) and reference your DCJS grant number in the subject line of your email.**

We will be happy to assist you in any way we can to assure your project's success. If you have questions, contact Lacey Payne at (804) 786-8003 or via email at [CESF@dcjs.virginia.gov](mailto:CESF@dcjs.virginia.gov).

Sincerely,

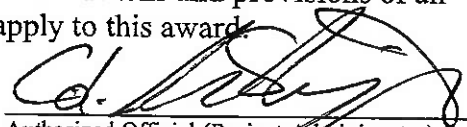
Handwritten signature of Shannon Dion in black ink.  
Shannon Dion

## STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services  
1100 Bank Street, 12<sup>th</sup> Floor  
Richmond, Virginia

<b>CESF Correctional Facilities-Jails</b>		
Subgrantee: Southside Regional Jail DUNS Number: 008590932                      DCJS Grant Number: 20-A5181CE20 Grant Start Date: 01/20/2020                      Grant End Date: 09/30/2021		
Federal Grant Number:                      2020-VD-BX-0141 Federal Awardee:                              OJP Federal Catalog Number:                      16.034 Project Description:                              To support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Federal Start Date:                              1/20/2020		
Federal Funds:                                  \$14,776 State General Funds:                              \$ State Special Funds:                              \$ Agency Match:                                  \$ _____		
Total Budget:                                  \$14,776		
Project Director	Project Administrator	Finance Officer
Ms. Angel Allen Receptionist Southside Regional Jail Authority 244 Uriah Branch Way Emporia, VA 23847 (434) 634-2165 aallen@telpage.net	Mr. Mark Shiflett Superintendent Southside Regional Jail Authority 244 Uriah Branch Way Emporia, VA 23847 (434) 634-0670 mshiflett@telpage.net	Ms. Linda Clements Administrative Assistant Southside Regional Jail Authority 244 Uriah Branch Way Emporia, VA 23847 (434) 634-3072 lclements@telpage.net

**\*Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature:   
 Authorized Official (Project Administrator)

Title: Superintendent

Date: 9-17-20