

COOPERATIVE AGREEMENT

BETWEEN

**BUREAU OF INDIAN AFFAIRS – OFFICE OF JUSTICE SERVICES
DIVISION OF CORRECTIONS – DISTRICT III**

AND

**WASHOE COUNTY ADULT DETENTION
RENO, NEVADA**

STATEMENT OF WORK
Bureau of Indian Affairs, Office of Justice Services
Washoe County Adult Detention

SECTION 1 - DEFINITIONS

1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services (OJS).
- 1.1.2. "District" means the District III of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the Washoe County, in the State of Nevada, in Reno, Nevada.
- 1.1.4. "Contractor" means the Washoe County located in Reno, Nevada.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS including within the exterior boundaries of the respective All Indian Reservation(s) and Indian Allotments.
- 1.1.6. "BIA-OJS Special Agent In-Charge" means the OJS District III Special Agent-In Charge (SAC).
- 1.1.7. "BIA-OJS Correctional Program Specialist" means the designated Correctional Program Specialist (CPS) designated as the Contracting Officer's Representative (COR) to this contract.
- 1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.9. "Indian reservation or reservation" means within the exterior boundaries of all respective reservations and Indian Allotments under the jurisdiction of the BIA-OJS.
- 1.1.10. "Tribal prisoner or tribal inmate" means an adult person arrested under authority of the Tribal Court or Code of Federal Regulations (CFR) Court having competent jurisdiction over the arresting agency.
- 1.1.11. "Tribal violation" means a violation which offends the criminal laws of Tribal Court or CFR Court having jurisdiction of the arresting agency.

1.1.12 "Juvenile" means any person who has not attained the age of 18.

1.1.13 "American Correctional Association (ACA)" means American Correctional Association (ACA) Performance Based Standards on Juvenile Detention Facilities, 4th Edition, which is used as a measurement to guide all aspects of the facility operations to include: safety, security, care, programs and services, justice and order, administration, and plant management, facility policy and best practices in Adult Detention Centers.

SECTION 2 – GENERAL INFORMATION

2.1 Scope of Work. The contractor shall provide safe and secure detention services for adult inmates including inmates requiring special management care, control, concern and program/services can be executed through programs and services in accordance with the specific tasks as outlined herein and facility policy and procedures.

2.1.1. Purpose. The Contractor will assist the BIA OJS by providing housing within its detention facility, for adult inmates who have been arraigned and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of tribal violations occurring in Indian Country within the BIA OJS jurisdiction. The Contractor will provide programs and services to those inmates that are classified to receive programming, care and academic education. The Contractor will also ensure inmates have access to medical care. The Contractor shall provide transports and accountability of all these activities occurring as outlined herein.

2.2. Contractor Personnel

2.2.1. The contractor shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.

2.2.2. The facility administrator or designee shall have full authority to act for the contractor on all matters relating to the oversight of this contract.

2.2.3. The facility administrator or designee shall be available to discuss specific contract-related issues with authorized government officials.

2.2.4. Contractor shall conduct criminal record checks in accordance with facilities policies and the ACA standards, at a minimum a fingerprint check on employees.

2.2.5. Contractor shall have sufficient staff at all times to perform the function relating to the

security, custody, and supervision of inmates in accordance with best practices for supervision and the Facility Staffing Analysis.

- 2.2.6. The contractor shall ensure contract employees are qualified and trained in accordance with facility policy and ACA Performance Based Standards on Detention

2.3. Quality Control

- 2.2.1. The Contractor shall administer and manage the facility in a professional and responsible manner, consistent with legal requirements.
- 2.3.2. The contractor shall make available any inspection, evaluation or monitoring reports to BIA OJS staff or representatives. These inspections will include third-party inspections related to the facility operations. Some of these inspections include but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results and or other program review results.

2.2. Quality Assurance

- 2.4.1. BIA OJS reserves the right to visit or inspect the facility at any time via any method to ensure adequate services are being provided. This shall include an annual review.

2.5. Standards Compliance

- 2.5.1. Contractor shall comply with the local Environmental Health and Safety Standards.
- 2.5.2. Contractor shall comply with: Occupational Safety and Health Act (OSHA) of 1970; all codes and regulations associated with 29 CFR 1910 and 1926, and; with all applicable federal, state and local laws and regulations.
- 2.5.3. Contractor shall ensure conformance with ACA Performance Based Standards on Adult Detention Facilities, 4th Edition. These standards will guide all aspects of the facility operations to include: safety, security, care, programs and services, justice and order, administration, and plant management. BIA OJS will measure compliance with these standards in its annual site review of the facility.
- 2.5.4. Prison Rape Elimination Act of 2003 and final Standards will be used in accordance with local, County, city, state or federal standards associated to the contractor.

2.3. Cost for services

- 2.3.1. The cost shall be \$109 per inmate per day. For the purposes of this contract, a day is computed for any portion of any day which includes the day of admission and day of release.
- 2.3.2. Payment will be made for the day of the arrival but not the day of departure.
- 2.3.3. Payment for medical expenses outside of an approved Indian Health Service (IHS) facility will be limited to emergencies only. All payments for emergencies outside of a designated IHS facility require pre-approval and, if it is an emergency, at least twenty-four (24) hour notice to OJS to make notice to IHS for Patient Referred Care (PRC) Coverage Preapproval will be obtained through either by the Contracting Officer Representative (COR) Dorothy Fulton or designee for reimbursement to the contractor.

2.6. Contract Information

- 2.6.1 Contractor: Darin Balaam, Sheriff
911 Parr Blvd
Reno, NV 89512
Phone: (775) 328-2967
Fax: (775) 328-6305
- 2.6.2 Agency: Mario Redlegs, Special Agent In-Charge
2600 N Central Ave 18th FL.
Phoenix, AZ 85004
(602) 379-6958
FAX: (602) 379-6462
- Dorothy Fulton, CPS/COR
2600 N Central Ave 18th FL.
Phoenix, AZ 85004
(602) 379-6958
FAX: (602) 379-6462

2.7. Period of Performance

- 2.7.1. Shall be for the period beginning 07/01/2020 and ending 06/30/2025

Section 3 – SPECIFIC TASKS

- 3.1. The Contractor will accept tribal persons who have committed violations of tribal criminal law and who are approved through BIA OJS protocols to use Washoe County Adult Detention by the District III SAC and or CPS, or their authorized agents. The CPS will provide a protocol for authorized agents and use.
 - 3.1.1. The Contractor shall email the 5 a.m. daily count every morning no later than 6 a.m. local time to Western Nevada Agency BIA OJS Detention, and to Dorothy Fulton at dorothy.fulton@bia.gov.
 - 3.1.2. The Contractor shall forward a daily roster each time there is a change in the population being held for BIA-OJS. This roster shall be emailed, no later than 10:00 a.m. local time, with the exception of weekends or holidays, this will include all medical approvals and transportation logs/plans. The information will be sent by email on the each day to: Western Nevada Agency BIA OJS Detention, and to Dorothy Fulton at dorothy.fulton@bia.gov.
 - 3.1.3. The Contractor agrees to provide a weekly listing of all inmates involved in programing and services in the facility in a matrix showing the different types of programming offered. Specifically, academic education, counseling, medical, facility programing such as character development.
 - 3.1.4. The Contractor agrees to provide a safe and secure environment for the BIA inmates in accordance with the best practices of the American Correctional Association (ACA) Performance Based Standards Adult Correctional Facilities, 4th Edition, and the facility policy and procedures.
 - 3.1.5. The Contractor agrees to protect BIA inmates from harm in accordance with the American Correctional Association (ACA) Performance Based Standards Adult Correctional Facilities, 4th Edition, and the Indian Civil Rights Act of 1968 and facility policy and procedures.
 - 3.1.6. The Contractor agrees to maintain a clean, healthy, sanitized and orderly environment with clear expectations of inmate behavior and accountability of its requirements in accordance with the facility policy and ACA Performance Based Standards Adult Correctional Facilities, 4th Edition.

- 3.1.7. The Contractor agrees to provide the basic needs, health and hygiene and personal care of inmates in accordance with the facility policy and ACA Performance Based Standards Adult Correctional Facilities, 4th Edition.
- 3.1.8. The Contractor agrees to house Adult Offenders placed in the facility subject to the same conditions as any other person lodged within the same facility.
- 3.1.9. The Contractor will maintain sight and sound separation between BIA adult male and female Offenders, in accordance with ACA Performance Based Standards.
- 3.1.10. The Contractor shall not release any Bureau or Tribal arrestee/prisoner shall be released without written orders from the appropriate Federal or tribal court.
- 3.1.11. The Contractor will not accept any person under the age of 18 years for lodging within the facility.
- 3.1.12. The Contractor shall be responsible for transporting Bureau or Tribal arrestees/prisoners to/from the designated hospital or appointments as approved.
- 3.1.13. The Contractor shall provide verbal and written notification of any unusual incident which affects any inmate placed in the facility by BIA and is held under this contract. Serious Incident Reports are to be reported to Western Nevada Agency BIA OJS Detention and to CPS/COR Dorothy Fulton at dorothy.fulton@bia.gov, or designee, within twenty-four (24) hours of its' occurrence, unless, the incident resulted in serious injury or medical condition, death, escape, change of location of the adult inmate, in such instances the Contractor will notify CPS Dorothy Fulton, immediately at (602) 908-7236 or SAC Mario Redlegs or designee, at (602) 379-6958.
- 3.1.14. Bureau or Tribal inmates held under this contract are not eligible for community service without the express written approval from CPS Fulton (602) 908-7236, or SAC Mario Redlegs or designee, at (602) 379-6958.
- 3.1.15. Contractor will treat BIA adult inmates fairly and respect their legal rights in accordance to the facility policy and procedures, inmate rights and ACA Performance Based standards for Adult Correctional Facilities.

4.1 Medical

- 4.2.1 Whenever feasible and practicable, emergency medical, mental or dental needs of Tribal inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

- 4.2.2 The Contractor shall promptly notify the BIA OJS CPS Dorothy Fulton or designee, of such needs to afford the Agency the opportunity to arrange for the treatment.
- 4.2.3 General transportation for health care to and from any medical unit will be provided by the Contractor.
- 4.2.4 In case of extreme emergency where it is not feasible or practicable to seek BIA OJS advice in advance, the Contractor may obtain such care for prisoners at local, federal, or State facilities as emergency needs dictate. In such instances the care provider will be advised by the Contractor to contact the nearest Indian Health Services for further instructions and claims advice within seventy-two (72) hours of furnishing care or treatment.
- 4.2.4.1 The Contractor shall promptly notify the Correctional Program Specialist (CPS) or designee, of actions taken when such emergency circumstances occur.
- 4.2.5 The following health care facility is a full service health care center shall be used:
- Reno Sparks Indian Health Clinic (IHS)
1715 Kuenzli St.
Reno, Nevada 89502
(775) 329-5162
- 4.2.6 In case of extreme emergency only, the following health care facility will be used:
- Renown Medical Center (Non-I.H.S.)
1155 Mill St.
Reno, NV 89502
(775) 982-4100
- 4.2.7 Emergency Medical Treatment for payment of inmate emergency medical services will be submitted to the Indian Health Services Clinic. In instances where there is a remaining balance after IHS and or Medicare pays their portion, BIA-OJS Division of Corrections will only reimburse the Contractor for those medical services pre-approved by BIA OJS. BIA OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental health, dental care and prescription medications.
- 4.2.8 A medical voucher will be prepared and submitted on a separate invoice each month. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Contractor's

facility administrator.

- 4.2.10. The Contractor will provide an appropriate release of information form signed by the inmate for the medical record inquiries.
- 4.2.11. The Contractor will be responsible for providing medical screening of the inmate at the time of booking. The respective Agency shall provide information for adult inmates regarding any current medical concerns at the time of transportation and booking.

Section 5 – NEGATIVE DECLARATION

- 5.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the Parties.
- 5.2.1 Nothing in this SOW shall be construed as waiving the sovereign immunity of Tribe or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 6 – BOARD BILL

- 6.1 The Contractor will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. Any discrepancies between the invoice and board bill shall be justified in writing by the contractor.
- 6.2.1 The monthly board bill/invoice is to be submitted through Automated Standard Applications for Payments (ASAP) by the 10th of each month. Electronic invoicing is authorized for this contract. Under this agreement, the following documents are required to be submitted as an attachment to the ASAP Invoice: a detailed monthly invoice of incarcerated inmates with booking date/release dates.

- 6.2.2 The Contractor must use the ASAP website, ASAP.gov, to register access and use ASAP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the ASAP Helpdesk via email asaphelpdesk@fiscal.treasury.gov or phone (855) 868-0151.

Section 7 – HOLD HARMLESS, INDEMNIFICATION, LIABILITY, AND INSURANCE

- 7.1. Each party hereto agrees to be responsible and assumes liability for its own wrongful negligent acts or omissions or those of its officers, agents, or employees to the fullest extent required by applicable law, and agrees to hold harmless the other party from any such liability. This includes, but is not limited to, any and all claims, of any nature, including constitutional rights arising from the detention of persons in the Contractor's facility, including, but not limited to, all costs, expenses and attorney fees, which may in any manner result or arise from or out of this contract.
- 7.2 The BIA-OJS assumes no liability and will not defend or indemnify Contractor for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor or its officers, pursuant to this SOW.
- 7.3 The Contractor assumes no liability and will not defend or indemnify BIA OJS for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.
- 7.4 Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 7.5 The Contractor will at all times maintain insurance coverage for reasonable loss due to liability claims arising out of the negligence of Contractor, its officers, agents or employees in the performance of this SOW.
- 7.6 Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.