

Return Name and Address:

Benton County Sheriff's Office  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336

**PLEASE PRINT OR TYPE INFORMATION:**

**Document Title(s)**(or transactions contained therein):

1. **US MARSHALS SERVICE HOUSING CONTRACT – AGREEMENT 85-03-0031**

**Grantor(s)** (Last name first, first name, middle initials):

1. **BENTON COUNTY**
2. **BENTON COUNTY SHERIFF**

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)**(Last name first, first name, middle initials):

1. **US MARSHAL SERVICE**
2. **PRISONER OPERATION DIVISION**

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)  
N/A

Additional legal is on page \_\_\_\_\_ of document.

**Reference Number(s)** of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number:**  
N/A

Additional parcel numbers on page \_\_\_\_\_ of document.

**The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.**

**RESOLUTION**

**2014 756**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED STATES MARSHALS SERVICE AND BENTON COUNTY FOR THE HOUSING OF FEDERAL DETAINEES AT THE BENTON COUNTY JAIL FACILITY**

**WHEREAS**, Benton County Sheriff's Office has a current Intergovernmental Agreement with the United States Marshals Service to house federal detainees per Resolution 09-623; and

**WHEREAS**, the Sheriff's Office applied for an Intergovernmental Agreement Renewal Application for the purpose of increasing the federal detainees bed day rate from \$76.00 per inmate per day to \$80.00 per inmate per day; and

**WHEREAS**, the Benton County Sheriff's Office wishes to enter into an Intergovernmental Agreement with the United States Marshals Service for the housing of federal detainees at the Benton County Jail Facility at the new rate of \$80.00 per inmate per day; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Chairman to sign the attached Intergovernmental Agreement for the housing of federal detainees at the Benton County Jail Facility; and

**BE IT FURTHER RESOLVED**, the term of the Intergovernmental Agreement is effective upon the date of signature of both parties and remains in effect unless terminated by either party with written notice; and

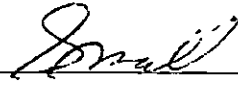
**BE IT FURTHER RESOLVED**, the new rate of \$80.00 shall be fixed for a period from the effective date of the Intergovernmental Agreement forward for thirty-six (36) months.

Dated this 14 day of October, 2014.



Chairman of the Board  
**JEROME DELVIN - ABSENT**

Member




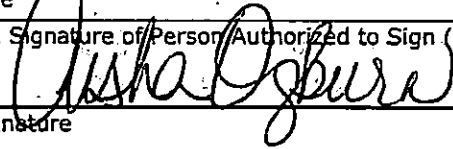

Member  
Constituting the Board of Commissioners of Benton County, Washington.

Attest.....   
Clerk of the Board

2W

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

**Detention Services  
Intergovernmental Agreement**

|  |   |  |                             |
|--|---|--|-----------------------------|
| 41. Agreement Number<br>85-03-0031   | 2. Effective Date<br>NOV - 1 2014   | 3. Facility Code(s)<br>OKC   | 4. DUNS Number<br>083738997 |
| 5. Issuing Federal Agency<br><br>United States Marshals Service<br>Prisoner Operations Division<br>2604 Jefferson Davis Highway<br>Alexandria, VA 22301-1025   |   | 6. Local Government<br><br>Benton County Jail<br>7122 W. Okanogan Place, Bldg B.<br>Kennewick, WA 99336<br>Tax ID#: 91-6001296   |                             |
| 7. Appropriation Data<br><br>15X1020   |   | 8. Local Contact Person<br><br>Jon Law<br>9. Telephone: 509-783-1451 Fax:<br><br>Email: Jon.Law@co.benton.wa.us  |                             |
| <b>Services</b>  |   | <b>Estimated Number of Federal Beds</b>  | <b>Per Diem Rate</b>        |
| 10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein. <b>This contract supersedes all previous inmate housing agreements between the parties.</b>   |   | 11.<br>Male: 150 Female: 50<br>Total: 200  | 12.<br>\$80.00              |
| 13a. Optional Guard/Transportation Services to:<br><br><input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Other _____<br><br><input checked="" type="checkbox"/> U.S. Courthouse<br><br><input type="checkbox"/> JPATS<br><br>13b. <input type="checkbox"/> Department of Labor Wage Determination  |   | 14.<br>Guard/Transportation hourly rate is encompassed in the per diem rate.   |                             |
| 15. Local Government Certification<br><br><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)<br><br><br>_____<br>Signature<br><br>James Beaver<br>Print Name<br><br>Benton County Commissioner<br>Title<br><br>Date    |                             |
| 17. Federal Detainee Type Authorized<br><br><input checked="" type="checkbox"/> Adult Male<br><br><input checked="" type="checkbox"/> Adult Female<br><br><input type="checkbox"/> Juvenile Male<br><br><input type="checkbox"/> Juvenile Female   | 18. Other Authorized Agency User<br><br><input checked="" type="checkbox"/> BOP<br><br><input type="checkbox"/> ICE | 19. Signature of Person Authorized to Sign (Federal)<br><br><br>_____<br>Signature<br><br>Aisha Ogburn<br>Print Name<br><br>Grant Specialist<br>Title<br><br>Date 10/24/2014 |                             |
| Approved as to form:<br><br><br>_____<br>Ripal Lakson, Civil OPA   |   |  |                             |



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

Arlington, VA 22301

OCT - 2 2014

MEMORANDUM TO: M. Eric Marks  
Chief Deputy United States Marshal  
Eastern District of Washington

FROM: *for Mary Harsey*  
Tiffani Eason  
Assistant Chief  
Office of Contracts and Agreements

SUBJECT: Intergovernmental Agreement (IGA) for  
Benton County Jail

Enclosed are three originals of the above referenced IGA. Please forward it to the local government for review and signature. After the local government representative has signed the IGA, return all originals to the Office of Contracts and Agreements Grants Specialist for signature and final processing. Please be aware that the IGA will not be fully executed until signed by the responsible Grants Specialist. The signed copy of the IGA must be returned to headquarters by November 2, 2014.

After final processing, two originals of the executed IGA will be forwarded to the District. Please retain an original for the District and forward an original to the local government. A copy should be sent to the appropriate Bureau of Prisons (BOP) Community Corrections Manager and Immigration and Customs Enforcement (ICE) regional office, if included in the IGA. Please make sure that the Administrative Officer and Criminal Clerk has a copy of the executed documents so that they are aware of the current jail day rate and any special terms and conditions (i.e. guard/transportation services, mileage, etc.).

If you have questions, please contact Aisha Ogburn, Grants Specialist at (202) 353-8349.

Attachment

*copy of - [unclear]*  
*SSS*  
*[unclear]*

Authority ..... 3  
Purpose of Agreement and Security Provided ..... 3  
Period of Performance and Termination ..... 3  
Assignment and Outsourcing of Jail Operations ..... 4  
Medical Services ..... 4  
Affordable Care Act ..... 5  
Receiving and Discharge of Federal Detainees ..... 6  
Optional Guard/Transportation Services to Medical Facility ..... 6  
Optional Guard/Transportation Services to U.S. Courthouse ..... 7  
Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) ..... 7  
Special Notifications ..... 8  
Special Management Inmates and Suicide Prevention ..... 8  
Please see attached Policy for Special Management Inmates and Suicide Prevention  
Prison Rape Elimination Act (PREA) ..... 9  
Service Contract Act ..... 9  
Per-Diem Rate ..... 9  
Billing and Financial Provisions ..... 10  
Payment Procedures ..... 11  
Hold Harmless ..... 11  
Disputes ..... 11  
Inspection of Services ..... 12  
Modifications ..... 12  
Litigation ..... 12  
Rape Elimination Act Reporting Information ..... 13

SS  
H.B.

Local Government (initial)  
Federal Government (initial): *AD*

**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 **Benton County Jail** 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 **Benton County Jail, 7122 W. Okanogan Place Bldg. B Kennewick, WA 99336** (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 Core 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 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

Local Government (initial) *AB*  
Federal Government (initial): *AVO*

*53*

Agreement Number 85-03-0031

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 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.

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/opa/affordable-care-act/>.

### **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 #14 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 #14 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 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.

Local Government (initial): *[Signature]*  
Federal Government (initial): *[Signature]*

*63*

Agreement Number 85-03-0031

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 #14 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.

### **Special Management Inmates and Suicide Prevention**

**The Local Government shall be required to follow their written policy and procedures, as currently in effect or hereinafter amended, "Screening of Mentally ILL Inmates - No. 6.2", for inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior; and "Preventing, Identifying and Reporting Suicide or Suicide Attempts - No. 6.3", for suicide prevention. Please see attached policies.**

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.

**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: <http://www.dol.gov/oasam/regs/statutes/351.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 #13b 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;

Local Government (initial): *AB*  
Federal Government (initial): *AW*

*SS*

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 #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Benton County Jail** 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 Washington  
200 Thomas S. Foley U.S. Courthouse  
920 W. Riverside Avenue  
Spokane, WA 99201  
509-368-3600**

**Bureau of Prisons  
RRM Seattle  
P.O. Box 13901  
Seattle, WA 98198  
206-870-1011**

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 Core 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:

53

Agreement Number 85-03-0031

- 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

*CB*  
Local Government (initial): \_\_\_\_\_  
Federal Government (initial): *AW*

*85*



Benton County Sheriff Office  
Corrections Department  
Policy and Procedures

SUBJECT: SCREENING OF MENTALLY ILL INMATES

NUMBER: 6.2

EFFECTIVE DATE: \_\_\_\_\_

**POLICY:** To determine if inmates have a mental illness or disability and once identified obtain appropriate treatment, medication or counseling to aid in the inmate's incarceration. Employees are responsible to be watchful of inmates for any changes in their behavior or demeanor that could signal either a suicidal or mental health issue. Employees should also listen to input from other inmates and any other source of information related to inmate behavior and demeanor.

**DEFINITIONS:**

**CDMHP:** County Designated Mental Health Professional

**Mental Illness:** A disease that causes mild to severe disturbances in thinking, perception and behavior

**Suicidal:** An inmate is determined as suicidal if one or more of the following is present or in the training and experience in bureau staff it is believed a risk exists:

**PROCEDURE:**

**IDENTIFICATION/ACTION:**

1. Upon intake, conduct the medical screening on each inmate as part of the booking process.
2. The medical interview with the inmate will be conducted in a setting that will afford as much privacy as possible.
3. Ask no medical, medically related, or mental health questions in the presence of other inmates.
4. All questions on the form must be asked and the inmate responses recorded on the screening sheet.
5. In the event that the inmate provides improper or incomplete information the employee asking the questions will make every reasonable effort to obtain from the inmate responses that are proper and complete.
6. If the inmate has an uncooperative attitude, is impaired by drugs and/or alcohol, or refuses to cooperate with the booking employee, the inmate responses, if any, will be noted on the booking document. Any inmate that falls in the above category will be placed on a 30-minute or less watch until the form is completed.
7. If the inmate is unable to respond by reason of disability or language barrier, this will be noted on the form. Every reasonable attempt will be made to seek necessary help or assistance to establish communication with the inmate as soon as feasible.
8. If the inmate falls into the above category they will be placed on a 30-minute or less watch pending the establishment of communication and the gathering of the required information.

9. If in the training and experience of the employee, it is felt that the inmate is at risk or in crisis a notification will be made to medical staff and the CDMHP for additional evaluation regardless of the inability to obtain information. Crisis Response has been identified at the CDMHP for the Bureau of Corrections.
10. Any indication the inmate is suicidal or having mental health issues must be noted on the medical form and the CDMHP will be notified.
11. This information may be received from sources other than the inmate, such as; the arresting officer, other corrections officers or employees, jail records, family members, other criminal justice or corrections agencies, medical or mental health professionals, and other person or persons.
12. Any suicidal comment or information will be taken as serious until proven otherwise. If the statement is made or obtained at intake, it will be documented on the screening form.
13. If information is obtained at a time other than intake, then the employee obtaining the information will notify medical, CDMHP, and supervision as soon as possible.
14. The employee will document the information in a written report with full and complete details as soon as practical.
15. Medical or mental health professionals will have access to all inmate information and documentation received by the bureau related to medical or mental health issues available for evaluation. All medical and mental health related information would be placed in the inmates' medical or mental health file.
16. Under no circumstances will inmate medical or mental health related information be placed in the inmates' jacket.
17. The nursing staff receives all initial information directly from the medical screening forms.
18. If any employee has been told about or observed a change in any inmate behavior after intake that might indicate a mental health issue, the employee is required to report this information.
19. The report shall be made to the medical staff, CDMHP and supervision as soon as practical. The report will contain the source of the information if other than the officer. It will also detail the behavior or actions that caused the concern. A written report will follow as soon as practical.
20. Notification will be made to the CDMHP prior to the release of any bureau inmate who is believed to be suicidal or having mental health issues that could pose a danger to the inmate or others.
21. Every reasonable effort should be made to provide twenty-four hours advance notice of such release. If this is not feasible, notification will be made with as much advance of the release as possible to the CDMHP. If at the advice of the CDMHP, the person should be evaluated, the person will be held at the jail until the evaluation is completed.
22. Some typical behaviors that might signal mental health problems are:
  - a. Suicidal or attempts to harm self
  - b. Statements made that they intend to kill or harm themselves
  - c. Sustained an injury as a result of self destructive behavior
  - d. Known history of such statements or behavior
  - e. Self destructive (deliberate behavior likely to result in harm)
  - f. Violent or assaultive
  - g. Destructive to property
  - h. Depressed
  - i. Fearful
  - j. Delusional behavior (seeing or hearing things that are not there)
  - k. Lost contact with reality
23. If the inmate is in any immediate danger any necessary action will be taken to protect the inmate from harming him/her self and/or others. Some of the actions are:
  - a. Placed in isolation cell
  - b. Placed in suicide smock

- c. Placed in restraints or restraint chair.
- d. Placed on a card watch.

**REPORTING:**

1. All corrections staff should identify and report any questionable behaviors.
2. The Mental Health Professional will assess the inmate's condition and determine action.
3. CDMHP will advise corrections staff of any immediate requirements in the inmate's supervision to prevent the inmate from harming him or herself or others.

**NOTE:**

**NOTIFICATION WILL BE MADE TO THE CRISIS RESPONSE UNIT PRIOR TO THE RELEASE OF ANY INMATE WHO IS BELIEVED TO BE SUICIDAL OR HAVING MENTAL HEALTH ISSUES THAT COULD POSE A DANGER TO THE INMATE OR OTHERS**



Benton County Sheriff Office  
Corrections Department  
Policy and Procedures

SUBJECT: PREVENTING, IDENTIFYING AND REPORTING SUICIDE OR  
SUICIDE ATTEMPTS

NUMBER: 6-3

EFFECTIVE DATE: January 15, 2013

POLICY: To safeguard each inmate by minimizing the potential for suicide or suicide attempts by identification, intervention, and management of self-destructive behavior.

DEFINITIONS:

1. Self-destructive Behavior: A pattern of deliberate behavior likely to result in self-inflicted bodily harm, but not in death.
2. Suicide Watch: A precautionary watch in which an inmate is deemed a suicide risk. An inmate on suicide watch will be placed on one of the following watches: Continuous Watch, 15 Minute Card Watch, or 30 Minute Card Watch.
3. Continuous Watch: A precautionary watch in which an inmate is deemed to have taken active steps to engage in self-destructive behavior. This will be for inmates who are deemed to be an immediate danger to themselves. They will be in direct sight at all times and checks will be documented every 15 minutes. These inmates MAY be in placed in the Continuous Observation cell or in the restraint chair for a reasonable period of time and seated in the open booking area for observation based on their behavior. Belly chains and wrist restraints may be used for a reasonable period of time at the discretion of the on duty supervisor.
4. 30 Minute Card Watch: a 30 minute watch is for inmates who are off of their status baseline and have exhibited a change in behavior that warrants closer observation, but who do not appear to be at imminent risk of harming themselves. Visual checks will be made at irregular intervals, with no more than 30 minutes between checks. Each check will be documented on the card watch form that will be on the door where the inmate is being held. Inmates on this type of watch may be placed in the safety cell, recovery cell, holding cells, or in the restraint chair for a reasonable period of time.
5. 15 minute Card Watch: a 15 minute watch is for inmates who may be at risk for self-harm. Visual checks will be made at irregular intervals with no more than 15 minutes between checks and each check will be documented on the card watch form that will be on the door where the inmate is being held. Inmates on this type of watch may be placed in the safety cell, continuous observation cell, or in the restraint chair for a reasonable period of time.
6. Continuous Observation cell- a holding cell that has been modified so that one of its walls has an open window area to continuously monitor an inmate who is on a Continuous Watch.
7. Inert Key Card- an inert key card will be available to check out of the key watch system for use in security rounds in booking. This inert key card will be swiped across the key card reader located at the safety cell, holding cells and medical isolation cells to assist in logging security checks.
8. Suicide: Literally, the word means to kill one's self.
9. Suicide Attempt: Actions taken by an individual that are intended to end one's life. Inmates may have a plan to kill themselves, but not have a method.
10. Suicidal Behavior: Deliberate behavior, which is likely to result in one's death.
11. Safety Cell: A small, secure room designed and organized for a single inmate. The room provides an environment with minimal stimuli, maximum-security protection, and provision for either direct or indirect observation by corrections staff.

12. Medical Questionnaire- a list of medical questions that is handed to the inmate at the time of booking. The inmate provides answers to the questions on the provided sheet and the booking officer enters the answers into I-Leads.

Mental Health Questionnaire- a list of mental health questions that is handed to the inmate at the time of booking. The inmate provides answers to the questions on the provided sheet and the booking officer enters the answers into I-Leads.

## PROCEDURE

### Booking

1. At the time of booking the inmate will be provided with a Medical and Mental Health Questionnaire.
  - a. Once the questionnaires are completed by the inmate the booking officer will review the answers the inmate provided.
  - b. If the inmate answers yes to questions 18-22 on the Mental Health Questionnaire the officer will start a mental health behavioral initial check form to be completed by the on duty supervisor.
2. The supervisor will receive the Mental Health Questionnaire and review the questions that the inmate answered yes to, if any, and conduct a follow up interview with the inmate only if the inmate answers yes to questions 18-22.
3. During the course of the inmate interview the supervisor will discuss the answers the inmate provided and determine if there is a need to place the inmate on a Suicide Watch. In addition, the supervisor will do the following:
  - a. If there is a need for a Suicide Watch, contact crisis response, or other approved mental health evaluation organization, for a telephonic evaluation of the inmate.
    1. On the check list the supervisor will note the date, time and the name of the person they spoke with at crisis response.
  - b. Notify on duty mental health staff to advise them of the inmate and the circumstances surrounding their condition.
  - c. Clearly document on the mental health behavioral initial check form who was notified, note any pertinent information relayed by the inmate and maintain a running file on the inmate until they are no longer on the Suicide Watch.
  - d. Maintain the file at the supervisor's desk in booking, this paperwork, once completed will be filed in the inmate's jacket.
4. If the supervisor determines there is a need to place the inmate on a Suicide Watch, based on their conversation with the inmate, and discussions with crisis response and mental health staff, the supervisor will place the inmate on one of the following Suicide Watches:
  - a. 30 minute Card Watch
  - b. 15 minute Card Watch
  - c. Continuous Watch
5. If an inmate is placed on a 15 minute Card Watch the Operations Lieutenant will be called and notified.
6. If an inmate is placed on a Continuous Watch the Operations Lieutenant and the Bureau Commander will be notified.
7. All Mental health check forms will be maintained in the accordion file on the Sergeants desk in booking.

#### Re-checks

1. At the beginning of each shift the oncoming supervisor will review any inmate that is currently on a Suicide Watch at the start of their shift.
2. The oncoming supervisor will conduct a re-check of the inmate and complete the mental health behavioral re-check form.
3. The supervisor will determine if the Suicide Watch will continue or if there is a need to re-evaluate the need for the Suicide Watch.
4. If it has been determined that there is a need to re-evaluate the Suicide Watch the on duty supervisor will contact our on duty mental health staff for a re-check or if it occurs on night shift crisis response will be notified.
  - a. On the re-check form the supervisor will note the date, time and the name of the person they spoke with at crisis response.
5. If an inmate is reduced from either a 15 minute Card Watch or from a Continuous Watch the Operations Lieutenant will be notified.
  - a. The supervisor calling will provide the reason for the re-class of the inmate's Suicide Watch status, who was notified in the process of making the decision, and who concurred with the recommendation.
  - b. All of this information will be clearly documented on the re-check form.
6. All re-check forms will be maintained with the initial mental health behavioral check form in the accordion file on the Sergeants desk in booking

#### Security Rounds

1. Down rovers will be responsible to conduct all visual checks on inmates who are on Suicide Watch.
2. The down rover will start at the safety cell to start their rounds which will reset the wall timer when the Inert Key Card is activated.
3. The down rover will have a visual check on the inmate, note what the inmate is doing in detail on the respective watch log and utilize the Inert Key Card.
4. All completed watch log forms will be maintained with all the mental health check and re-checks forms in the accordion file on the Sergeants desk in booking.

#### In-Custody threat of suicide

1. If an inmate has made suicidal ideations, or exhibited self-destructive or suicidal behavior the inmate will be brought down to booking immediately.
2. The supervisor will contact the inmate to talk with the inmate to determine their status by utilizing the mental health behavioral check form. In addition, the supervisor will do the following:
  - a. If there is a need for a Suicide Watch contact crisis response or other approved mental health evaluation organization for a telephonic evaluation of the inmate.
  - b. Notify on duty mental health staff to advise them of the inmate and the circumstances surrounding their condition.
  - c. Clearly document on the mental health behavioral check form who was notified, note any pertinent information relayed by the inmate and maintain a running file on the inmate until they are no longer on the Suicide Watch.

- d. Maintain the file at the supervisor's desk in booking, this paperwork, once completed will be filed in the inmate's jacket.
3. If the supervisor determines there is a need to place the inmate on a Suicide Watch, based on their conversation with the inmate, the Supervisor will place the on one of the following Suicide Watches:
  - a. 30 minute Card Watch.
  - b. 15 minute Card Watch.
  - c. Continuous Watch.
4. If an inmate is placed on a 15 minute Card Watch the Operations Lieutenant will be called and notified.
5. If an inmate is placed on a Continuous Watch the Operations Lieutenant and the Bureau Commander will be notified.
6. All Mental health check forms will be maintained in the accordion file on the Sergeants desk in booking.

#### SUICIDE ATTEMPT

1. If an inmate is found that is attempting suicide the Officer will radio for assistance immediately.
2. Officers responding will administer emergency first aid and contact medical staff.
3. Master Control will call 911 and request an ambulance respond to the jail for the suicide attempt.
4. Master Control will notify the Operations Lieutenant and advise them of the situation.
5. Once the ambulance has arrived officers will stand by to assist the responding ambulance as needed.
6. Once the ambulance has cleared the area the incident scene will be secured so that pictures can be taken for illustration to the crime, injury or other violations.
7. If during dayshift the Risk manager or if during night shift the Operations Lieutenant will make the necessary notifications.
8. If the inmate is cleared to return to jail the inmate will be strip searched and issued clean suicide smock.
9. The inmate will be placed on a Continuous Watch and crisis response will be notified.

#### JAIL MANAGEMENT GROUP

1. Those inmates found to be in need of suicide prevention intervention will become managed by the Jail Management Group.
2. The Group consisting of representatives from Jail Medical Services, Jail Mental Health Services, Jail Chaplaincy Services and Jail Classification Services will meet weekly to discuss and develop a continuity of care/case management for those inmates in need of suicide prevention intervention.
3. The group will identify the source of the need followed by outlining a weekly plan of care to include Chaplaincy, Medical, Mental Health, and Classification interventions.
4. The Medical Lieutenant will compile the list of names and forward that information to the other members of the group prior to the weekly meeting date.

5. Once the weekly support plan is developed for each inmate, the plan will be executed and evaluated to determine if any additional changes need to be made.
6. If changes are made to the weekly care plan, those changes will be documented on the Weekly Inmate Support Plan sheet. This care plan will be placed in the inmate jacket file upon the inmates release from custody.
7. In cases where the need of the groups intervention is identified prior to the weekly meeting, an emergency meeting will be called and a support plan generated by the group.



Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## Medical History Questionnaire

Inmate Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Jacket #: \_\_\_\_\_

1. Are you sick or injured?  No  Yes (explain)

¿Está usted enfermo o herido? Si es sí explica.

2. Are you taking medication?  No  Yes (explain)

¿Está tomando medicamentos? Si es sí explica.

3. Are you under the influence of drugs or alcohol?  No  Yes (explain)

¿Está usted bajo la influencia de drogas o alcohol? Si es sí explica.

4. Do you have any food or medication allergies?  No  Yes (explain and describe reaction)

¿Tiene alguna alergia a medicamentos o alimentos? En caso afirmativo explicar y describir la reacción

5. Do you currently have or have had in the past any major illness such as the following:

Diabetes  Heart Problems  Epilepsy  TB  Ulcers (explain if any are checked)

¿Tiene actualmente o ha tenido en el pasado alguna enfermedad grave como el siguiente: explicar si alguno se comprueban  
Diabetes Problemas del corazón Epilepsia Tuberculosis úlceras

6. Have you had a head injury in the past 72 hours (3 days)?  No  Yes (explain)

¿Ha tenido una lesión en la cabeza en las últimas 72 horas (3 días)? Si es sí explica.

7. (FEMALE ONLY) Are you pregnant? Have you had an abortion, miscarriage or baby within the last 30 days?

No  Yes (explain) Sólo para mujeres: ¿Está embarazada? ¿Ha tenido un aborto, aborto involuntario o el bebé en los últimos 30 días? Si es sí explica.

8. Do you have an urgent need to see the medical staff?  No  Yes (explain)

¿Tiene una necesidad urgente de ver el personal médico? Si es sí explica.

9. Do you have contact lenses, glasses, braces, casts, prosthetics, hearing aids or any other medical devices?  No  Yes

(explain) ¿Tiene lentes de contacto, lentes, aparatos ortopédicos, prótesis, yesos, audífonos o cualquier otro dispositivo médica? Si es sí explica.

10. Do you have medical insurance, DSHS benefits or medical coupons?

No  Yes (what is the company name and policy number)

¿Tiene seguro médico, beneficios de DSHS o cupones médicos? Si (¿cuál es el nombre de la empresa y número de póliza)

11. Are you currently under a doctor's care?  No  Yes (explain & provide the office location)

¿Está usted actualmente bajo el cuidado de un médico?

12. I have read and understand the provided P.R.E.A. information?  No  Yes

¿He leído y entendido la proporcionada P.R.E.A. información?

## Mental Health Questionnaire

Inmate Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Jacket #: \_\_\_\_\_

13. Have you ever received Mental Health services?  No  Yes (explain)  
¿Alguna vez ha recibido servicios de salud mental? Si es si explica.

14. Do you receive a Social Security check?  No  Yes (explain)  
¿Usted recibe un cheque del Seguro Social? Si es si explica.

15. Have you ever been in special education?  No  Yes (explain)  
¿Alguna vez has estado en la educación especial? Si es si explica.

16. Do you hear any noises or voices that other people do not seem to hear?  No  Yes (explain)  
¿Oyes ruidos o voces que otras personas no parecen escuchar? Si es si explica.

17. Have you experienced a recent loss?  No  Yes (explain)  
¿Ha experimentado una pérdida reciente? Si es si explica.

18. Do you feel the need for Protective Custody?  No  Yes (explain)  
¿Sientes la necesidad de Custodia de Protección? Si es si explica.

19. Have you ever been extremely depressed?  No  Yes (explain)  
¿Alguna vez ha estado muy deprimido? Si es si explica.

20. Do you feel this way now?  No  Yes (explain)  
¿Se siente así ahora? Si es si explica.

21. Have you had thoughts of injuring or killing yourself or someone else recently?  No  Yes (explain)  
¿Ha tenido pensamientos de herir o matar a si mismo oa alguien más recientemente? Si es si explica.

22. Are you thinking of injuring or killing yourself today or during your stay here at the jail?  No  Yes (explain)  
¿Estás pensando en herir o matar a ti mismo hoy o durante su estancia en la cárcel? Si es si explica.

23. Have you ever attempted suicide?  No  Yes (how did you attempt it?)  
¿Alguna vez ha intentado suicidarse? En caso afirmativo ¿cómo lo intente?

Inmate Signature (*firma*) **X** \_\_\_\_\_

Date (*fecha*): \_\_\_\_\_

Booking Officer BS# \_\_\_\_\_

## Mental Health Behavioral Initial Check

Inmate: \_\_\_\_\_ Jacket#: \_\_\_\_\_  
 Booking Officer: \_\_\_\_\_ Date: \_\_\_\_\_ Time Completed: \_\_\_\_\_  
 Supervisor Notified: \_\_\_\_\_ Date: \_\_\_\_\_ Time Notified: \_\_\_\_\_

|  |
|--|
| You indicated that you have been very depressed in the past. Can you tell me more about this and did you receive treatment for depression?<br><br>   |
| You indicated that you are extremely depressed now. Can you tell me why you are feeling this way?<br><br>  |
| You indicated that you have had thoughts of injuring or killing yourself or others in the past. How did you intend to hurt yourself or others and did you have the means to do so?<br><br> |
| You indicated that you are having thoughts of injuring or killing yourself or others now. Who did you intend to injure or kill and how? Do you have the means of doing so?<br><br>         |
| You stated that you have attempted suicide before. What prevented you from being successful?<br><br>   |

Circle type of watch

|                   |   |
|-------------------|---|
| <b>30 Minute</b>  | Safety checks for inmates who are off of their mental state baseline and have exhibited a change in behavior that warrants closer observation but do NOT appear to be at-risk to themselves.  |
| <b>15 Minute</b>  | Safety checks for inmates who may be at-risk for self-harm. Visual checks will be made at irregular intervals with no more than 15 minutes between checks.  |
| <b>Continuous</b> | Continuous observations will be for inmates who are deemed to be an immediate danger to themselves. They will be in direct sight at all times and checks will be documents every 15 minutes. Inmates MAY be in the restraint chair and seated in the open Booking area for observation on their behavior. |

|                              |   |
|------------------------------|---|
| Cell location: _____         | Wearing: _____                            |
| Mental Health notified?      | Date: _____ Time: _____ Was contact made? |
| Notified by: _____           | Who was contacted? _____                  |
| Crisis Response notified?    | Date: _____ Time: _____ Was contact made? |
| Notified by: _____           | Who was contacted? _____                  |
| Did they place a hold? _____ | Was it entered in I-Leads? _____          |
| Comments/Overview:<br><br>   |   |

Lieutenant notified? \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Interviewing Supervisor: \_\_\_\_\_ BS#: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## Mental Health Behavioral Re-Check

Inmate: \_\_\_\_\_

Jacket#: \_\_\_\_\_

|  |
|--|
| Are you more or less depressed than yesterday?                         |
|  |
| What has changed?  |
|  |
| What stressors are affecting you now?                                  |
|  |
| Do you feel like you are going to injure yourself or someone else now? |
|  |

Circle type of watch

|                   |   |
|-------------------|---|
| <b>30 Minute</b>  | Safety checks for inmates who are off of their mental state baseline and have exhibited a change in behavior that warrants closer observation but do NOT appear to be at-risk to themselves.  |
| <b>15 Minute</b>  | Safety checks for inmates who may be at-risk for self-harm. Visual checks will be made at irregular intervals with no more than 15 minutes between checks.  |
| <b>Continuous</b> | Continuous observations will be for inmates who are deemed to be an immediate danger to themselves. They will be in direct sight at all times and checks will be documents every 15 minutes. Inmates MAY be in the restraint chair and seated in the open Booking area for observation on their behavior. |

|                              |   |
|------------------------------|---|
| Cell location: _____         | Wearing: _____                            |
| Mental Health notified?      | Date: _____ Time: _____ Was contact made? |
| Notified by: _____           | Who was contacted? _____                  |
| Crisis Response notified?    | Date: _____ Time: _____ Was contact made? |
| Notified by: _____           | Who was contacted? _____                  |
| Did they place a hold? _____ | Was it entered in I-Leads? _____          |
| Comments/Overview:           |   |
|                              |   |

Lieutenant notified? \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Interviewing Supervisor: \_\_\_\_\_ BS#: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Inmate Health Service Request**

Name / Nombre: \_\_\_\_\_ Date of Birth / Fecha de Nacimiento: \_\_\_\_\_

Book-in #: \_\_\_\_\_ Housing Unit / Unidad: \_\_\_\_\_ Cell / Celda # \_\_\_\_\_

**Check only one box per slip**

Sick Call : Describe Problem / Especificque el Problema       Dental Treatment / Tratamiento Dental

Mental Health / Tratamiento Mental

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Patient Signature / Firma: \_\_\_\_\_ Date / Fecha: \_\_\_\_\_ Time / Hora: \_\_\_\_\_ AM / PM

**Health Care Staff Triage:**

Referral to Provider

Urgent, Called Provider; Date \_\_\_\_\_ Time \_\_\_\_\_  
(See Detailed Disposition)

Next Provider Sick Call

Referral to Next Nurse Sick Call

Referral to Dentist

Referral to Mental Health

Other: \_\_\_\_\_

If no referral, why? \_\_\_\_\_

**Detailed Disposition or Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Health Care Staff Signature & Title \_\_\_\_\_ Date Received: \_\_\_\_\_ Time: \_\_\_\_\_

# Mental Health Kite Request

|  |  |
|--|--|
|  | I am enrolled in mental health treatment (Please list your current provider) |
|  | I would like to be enrolled in mental health treatment when I am released    |
|  | I take medications and need to continue them                                 |
|  | I have taken medication in the past and would like to restart them           |
|  | I would like to be assessed to start medication                              |
|  | I am a resident of Benton or Franklin County                                 |

Please provide any additional information that you feel may be helpful. We will see you as soon as possible. It would be helpful to know when you were booked and when you will likely be released.

---

---

---

---

---

---

---

---

---

---

\_\_\_\_\_  
Please print your name/POD

\_\_\_\_\_  
Date