



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

MEMORANDUM OF UNDERSTANDING

between

THE STATE OF LOUISIANA
Department of Public Safety and Corrections

and

The United States Department of Justice
Federal Bureau of Prisons
United States Penitentiary, Coleman-II, Florida

Pursuant to authority contained in the Disaster Relief Act, 42 U.S.C. 5170a and b, and as directed by the pertinent Mission Assignment(s) issued by the Federal Emergency Management Agency ("FEMA"), this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the United States Department of Justice, Federal Bureau of Prisons ("BOP") and the State of Louisiana, Department of Public Safety and Corrections ("State"), who hereby agree as follows:

1. PERFORMANCE:

A. Subject to the availability of suitable space at the United States Penitentiary, Coleman-II, Florida ("USP Coleman II"), BOP agrees to accept from the State up to a maximum of 1000 sentenced State prisoners serving felony sentences with no less than six (6) months remaining on their sentences, referred to herein as "State inmates," and to undertake their secure custody, housing, safekeeping, subsistence and care.

B. Said State inmates shall not be mentally ill or have any serious or unstable medical conditions which would result in

anticipated hospital admissions or routine visits, e.g. for dialysis, AIDS or cancer treatments. Each State inmate with a chronic illness must be able to take care of Activities of Daily Living (ADLs), not require 24-hour nursing care, monitoring or assistance, and not have a pacemaker.

2. PERIOD OF PERFORMANCE/TERMINATION:

A. This Agreement shall become effective upon the date of final signature of both parties and remain in effect for the duration of FEMA Mission Assignment #1603DR-LA-USDJ-10, Amendment #1, attached as Attachment A and incorporated herewith, and any pertinent subsequent FEMA Mission Assignment(s), or until amended, superseded, or terminated, as provided herein.

B. This Agreement may be terminated at any time by mutual consent or by either party upon thirty (30) days written notice to the other party before expiration of the FEMA Mission Assignment(s). Within a reasonable time of the giving or receipt of such notice, the State shall retake custody of all State inmates transferred to the BOP under this Agreement.

3. FINANCIAL RESPONSIBILITIES:

A. Reimbursement to BOP for the BOP's performance under this MOU shall be determined by the terms of the pertinent FEMA Mission Assignment(s).

B. Where noted herein that the State is to make all arrangements necessary for certain actions, those arrangements may include subsequent separate agreements between the parties on a case-by-case basis.

C. In accordance with the Anti-Deficiency Act, 31 U.S.C. 1341, nothing contained herein may be construed to obligate the BOP to any expenditure or obligation of funds in excess of, or in advance of, appropriations.

4. APPLICATION FOR TRANSFER:

A. The State shall clearly identify each State inmate and submit the following with each State inmate:

(1) Copies of all relevant documents which relate to the inmate's case history, physical and clinical record;

(2) Certified copies of all judicial/administrative rulings and orders relating to the inmate and the sentences pursuant to which confinement is to be had or continue;

(3) Sentence computations showing correct release date;

(4) Medical records, if available; and

(5) as much background information as possible, including separatee status, discipline/family history.

B. The BOP shall retain the discretion to reject any State inmate for any reason when BOP determines that such rejection would be in the best interest of the BOP.

5. DELIVERY OF INMATES/TRANSPORTATION COSTS:

A. All State inmates to be housed at USP Coleman II have been delivered to BOP pursuant to the terms of FEMA Mission Assignment #1603DR-LA-USDJ-11, attached as Attachment B and incorporated herewith.

B. In the absence of subsequent Mission Assignments issued by FEMA to BOP, the state shall make all necessary arrangements to transport State inmates released from BOP custody.

6. TRANSFER OF INMATE FUNDS AND PROPERTY: Upon the State inmate's release from BOP custody and written application by the inmate, the State shall make all arrangements necessary for the transmittal of inmate funds and personal property to the State.

7. MEDICAL SERVICES:

A. State inmates shall receive the same degree of medical care and attention regularly provided by the BOP.

B. For State inmates in need of non-emergency "special or extraordinary medical services", BOP shall notify the State and the State shall make all the necessary arrangements, including transportation, guard service, medication, equipment, and

surgical or nursing care. The BOP shall have sole discretion in determining the need for non-emergency "special or extraordinary medical services."

C. In the event of an emergency, BOP shall proceed immediately with necessary medical treatment and notify the State as soon as practicable regarding the nature of the State inmate's illness or injury and type of treatment provided. The State shall be responsible for making all necessary arrangements to continue any further medical services, including transportation, guard service, medication, equipment, and surgical or nursing care.

8. **DISCIPLINE:** BOP shall have physical control over, and power to exercise disciplinary authority upon, all State inmates. While in the custody of BOP, State inmates shall be subject to Federal laws/regulations consistent with the sentence imposed.

9. **ESCAPE:** If a State inmate escapes, BOP shall promptly notify the State and have primary responsibility and authority to direct the pursuit and retaking of such escaped inmate. BOP shall use all reasonable means to recapture the escaped inmate and bear all reasonable costs in connection therewith.

10. **DEATH OF INMATE:**

A. In the event of the death of a State inmate, BOP shall immediately notify the State of the death, furnish information as requested, and follow appropriate instructions with regard to the disposition of the body. The body shall not be released except upon written order of the State. The State shall make all arrangements necessary for the preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased State inmate.

B. The provisions of this section shall govern only the relationship between the BOP and the State, and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.

11. **INTER-INSTITUTIONAL TRANSFERS:** The BOP may relocate a State inmate from one facility under its control to another

whenever it deems such action is appropriate. Notice of such transfer shall immediately be sent to the State.

12. RETAKING OF STATE INMATES UPON RELEASE: Upon the lawful termination of a State inmate's commitment, the State shall make all necessary arrangements, including clothing, transportation, and gratuities, for the inmate to be discharged, conditionally or otherwise, at a mutually agreed upon location.

13. MODIFICATION: This Agreement may be modified or amended only by the written mutual consent of both parties.

14. OTHER CONTRACTS UNAFFECTED: This Agreement shall not affect any independent relationships or obligations between the parties or between the parties and any third party or parties.

15. LIABILITY/INDEMNITY.

A. Each party shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

B. Each party shall cooperate with the other party in the investigation/resolution of administrative actions/litigation arising from responsibilities and procedures addressed herein.

20. MAILING ADDRESSES: All notices, reports, applications, and correspondence shall be sent as follows:

A. for Louisiana Department of Public Safety and Corrections:

Richard L. Stalder, Secretary
Louisiana Department of Public Safety and Corrections
Post Office Box 94304
Baton Rouge, Louisiana 70804
[REDACTED] - Telephone
[REDACTED] - Facsimile

B. For Federal Bureau of Prisons:

Carlyle I. Holder, Warden
USP Coleman II
FCC Coleman

Post Office Box 1024
Coleman, FL 33521-1024
[REDACTED] - Telephone
[REDACTED] - Facsimile

R.E. Holt, Regional Director
Att: Lisa Sunderman, Regional Counsel
Southeast Regional Office
Executive Staff
3800 Camp Creek Parkway, S.W.
Building 2000
Atlanta, GA 30331
[REDACTED] - Telephone
[REDACTED] - Facsimile

IN WITNESS WHEREOF, the undersigned duly authorized officers
have subscribed their names on behalf of the State of Louisiana
Department of Public Safety and Corrections and the Federal
Bureau of Prisons:

State of Louisiana
Department of Public Safety
and Corrections

Federal Bureau of Prisons

Richard L. Stalder, Secretary

Carlyle I. Holder, Warden
USP Coleman II

Date

Date

Concurred:

R.E. Holt
Regional Director

Date