

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

November 8, 2018

Amy Chin-Arroyo, Solena Laigle, Arik Davidson
Sheller Center for Social Justice
Temple University Beasley School of Law
1719 North Broad Street
Philadelphia, PA 19122

Re: RTK – Final Response

Dear Ms. Chin-Arroyo, Ms. Laigle and Mr. Davidson:

This is in response to your attached request for records made pursuant the Pennsylvania Right-to-Know Law (RTKL). This Office received your request on October 1, 2018 and notified you on October 9, 2018 that an extension of time to respond to your request was necessary due to bona fide staffing limitations and to obtain a legal review of your request.

Your request is granted in part and denied in part for the reasons set forth below. Each item of your request and the response to that specifically requested item is as follows.

A. *Allegheny County Jail & Detainees for US Immigration and Customs Enforcement (ICE)*

1. *Any current or most recent Intergovernmental Service Agreement (IGSA), contracts, agreements, or memoranda of understanding between ICE and Allegheny County or Allegheny County Jail.*

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record."

2. *Any current or most recent Intergovernmental Agreement (IGA), contracts, agreements or memoranda of understanding between the US Marshals Service (USMS) and Allegheny County or Allegheny County Jail.*

JERRY TYSKIEWICZ, DIRECTOR

DEPARTMENT OF ADMINISTRATIVE SERVICES

202 COURTHOUSE • 436 GRANT STREET • PITTSBURGH, PA 15219
PHONE (412) 350-6109 • FAX (412) 350-4925 • WWW.ALLEGHENYCOUNTY.US

Your request is granted in part and denied in part. The Allegheny County Jail has provided a document in response to your request and it is attached in electronic format. However, pursuant to the exception set forth in Section 708(b)(6)(i)(A) of the RTKL, portions of this record have been redacted to remove "personal identification information," namely telephone/facsimile numbers and e-mail addresses. Therefore, as to the information redacted from this record, your request is respectfully denied.

3. Any records regarding ICE detainees in Allegheny County Jail, created or updated from 2015 to the present, tallying or reporting monthly or annually (we are requesting documents that summarize, aggregate, or compile such data):

- A. The number of detainees held;*
- B. The number of grievances filed;*
- C. The categories or subject matter of grievances filed; and*
- D. The outcomes or resolutions of grievances filed.*

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record." Allegheny County does not hold ICE detainees. (Refer to attached document titled "Policy #220")

4. Any and all ICE Enforcement and Removal Operations and US DHS Office of Detention Oversight Compliance Inspection Reports of Allegheny County Jail.

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record."

5. Current contracts, agreements, or memoranda of understanding pertaining to healthcare, commissary services, telecommunications services, and interpretation/translation services provided to ICE detainees at Allegheny County Jail.

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record." Allegheny County does not hold ICE detainees. (Refer to attached document titled "Policy #220")

6. Current contracts, agreements, or memoranda of understanding pertaining to the transportation of ICE detainees to and from Allegheny County Jail.

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record." Allegheny County does not hold ICE detainees. (Refer to attached document titled "Policy #220")

7. *The most recent annual budget for Allegheny County Jail that indicates both funding sources and operating expenses.*

Your request is granted. Section 704 (b) (1) of the RTKL states in part “an agency may respond to a request by notifying the requester that the record is available through publicly accessible electronic means or that the agency will provide access to inspect records electronically”.

Pursuant to this section, you are hereby notified that the records that you have requested are available on the Allegheny County website. Below is a quick link to this site.

<http://www.alleghenycounty.us/budget-finance/index.aspx>

8. *Any documents that contain budgetary information from 2015 to present about:*

- *The payments made by or amounts received from ICE or USMS to Allegheny County/Allegheny County Jail for ICE detainees; and*
- *The costs incurred by Allegheny County/Allegheny County Jail for ICE detainees.*

Your request is granted. The Allegheny County Jail has provided a document in response to your request and it is attached in electronic format.

Allegheny County Jail - Detainees or Inmates Held on Criminal Charges

Any record, reports, policies, agreements, correspondence, forms, or documents from 2015 to present reflecting:

1. *Questions asked of individuals entering or in Allegheny County Jail on criminal charges about their immigration status, national origin, or country of birth.*

Your request is granted. The Allegheny County Jail has provided a document in response to your request and it is attached in electronic format.

2. *Sharing of information with ICE about individuals in Allegheny County Jail on criminal charges (e.g., names, date of birth, immigration status, country of birth).*

Your request is granted. The Allegheny County Jail has provided a document in response to your request and it is attached in electronic format. (Refer to attached document titled “Policy #220”)

3. *Sharing of access with ICE to incident reports, booking records, or databases with information about individuals in Allegheny County Jail on criminal charges.*

Your request is granted. The Allegheny County Jail has provided a document in response to your request and it is attached in electronic format. (Refer to attached document titled “Policy #220”)

4. Presence of ICE officials in Allegheny County Jail (including formal or informal agreements to interview individuals in the Jail's custody on criminal charges).

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record."

5. Number or times ICE officials visit Allegheny County Jail to talk to individuals in the Jail's custody on criminal charges.

Your request must be respectfully denied because no such records exist. Section 705 of the Right-to-Know Law states, "When responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record."

6. Transferring individuals from the custody of Allegheny County Jail to ICE custody.

Your request is granted. The Allegheny County Jail has provided a document in response to your request and it is attached in electronic format. (Refer to attached document titled "Policy #220")

Pursuant to Section 1101 of the RTKL, a party denied access to a requested record may file a written appeal of the denial with the Pennsylvania Office of Open Records ("OOR") within fifteen (15) business days of the mailing date of the local agency's response. The OOR's address is:

Pennsylvania Office of Open Records
333 Market Street - 16th Floor
Harrisburg, PA 17126-0333

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Tyskiewicz". The signature is fluid and cursive, with the first name "Jerry" and last name "Tyskiewicz" clearly distinguishable.

Jerry Tyskiewicz, Director
County of Allegheny Open Records Officer

Stephen and Sandra
SHELLER
CENTER *for*
SOCIAL JUSTICE



Temple University
Beasley School of Law

1719 North Broad Street

Philadelphia, PA 19122

(T): 215.204.8800 (F): 215.204.4881

www2.law.temple.edu/csj

October 1, 2018

BY FAX TO (412) 350-4925

Jerry Tyskiewicz
436 Grant Street, Room 202
Pittsburgh, PA 15219

Re: Right to Know Request – ICE and Post-Custody Policies in Allegheny County Jail

To Whom It May Concern:

The Sheller Center for Social Justice (“Center”) at Temple University requests, pursuant to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, the following records:

A. Allegheny County Jail & Detainees for US Immigration and Customs Enforcement (ICE)

1. Any current or most recent Intergovernmental Service Agreement (IGSA), contracts, agreements, or memoranda of understanding between ICE and Allegheny County or Allegheny County Jail.
2. Any current or most recent Intergovernmental Agreement (IGA), contracts, agreements or memoranda of understanding between the US Marshals Service (USMS) and Allegheny County or Allegheny County Jail.
3. Any records regarding ICE detainees in Allegheny County Jail, created or updated from 2015 to the present, tallying or reporting monthly or annually (we are requesting documents that summarize, aggregate, or compile such data):
 - The number of detainees held;
 - The number of grievances filed;
 - The categories or subject matter of grievances filed; and
 - The outcomes or resolutions of grievances filed.
4. Any and all ICE Enforcement and Removal Operations and US DHS Office of Detention Oversight Compliance Inspection Reports of Allegheny County Jail.

Stephen and Sandra
SHELLER
CENTER *for*
SOCIAL JUSTICE



Temple University
 Beasley School of Law

1719 North Broad Street

Philadelphia, PA 19122

(T): 215.204.8800 (F): 215.204.4881

www2.law.temple.edu/csj

5. Current contracts, agreements, or memoranda of understanding pertaining to healthcare, commissary services, telecommunications services, and interpretation/translation services provided to ICE detainees at Allegheny County Jail.
6. Current contracts, agreements, or memoranda of understanding pertaining to the transportation of ICE detainees to and from Allegheny County Jail.
7. The most recent annual budget for Allegheny County Jail that indicates both funding sources and operating expenses.
8. Any documents that contain budgetary information from 2015 to present about:
 - o The payments made by or amounts received from ICE or USMS to Allegheny County/Allegheny County Jail for ICE detainees; and
 - o The costs incurred by Allegheny County/Allegheny County Jail for ICE detainees.

B. Allegheny County Jail – Detainees or Inmates Held on Criminal Charges

Any record, reports, policies, agreements, correspondence, forms, or documents from 2015 to present reflecting:

1. Questions asked of individuals entering or in Allegheny County Jail on criminal charges about their immigration status, national origin, or country of birth.
2. Sharing of information with ICE about individuals in Allegheny County Jail on criminal charges (e.g., names, date of birth, immigration status, country of birth).
3. Sharing of access with ICE to incident reports, booking records, or databases with information about individuals in Allegheny County Jail on criminal charges.
4. Presence of ICE officials in Allegheny County Jail (including formal or informal agreements to interview individuals in the Jail's custody on criminal charges).
5. Number or times ICE officials visit Allegheny County Jail to talk to individuals in the Jail's custody on criminal charges.

Stephen and Sandra
SHELLER
CENTER *for*
SOCIAL JUSTICE



Temple University
Beasley School of Law

1719 North Broad Street

Philadelphia, PA 19122

(T): 215.204.8800 (F): 215.204.4881

www2.law.temple.edu/csj

6. Transferring individuals from the custody of Allegheny County Jail to ICE custody.

Our preferred form for the requested records is digital copies (such as Word files or PDFs), sent as email attachments or via fax. If you are unable to provide electronic copies, the Center requests that you waive duplication costs under Section 1307(f)(2) of the Right to Know Law because the Center is at a nonprofit educational institution conducting research that promotes the public interest.

Please call us at (215) 204-8800 or email TempleShellerCenter2018@gmail.com if you have any questions or concerns. Thank you for your assistance.

Sincerely,

Amy Chin-Arroyo
Solena Laigle
Arik Davidson

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

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 68-99-0157	2. Effective Date SEP - 1 2018	3. Facility Code(s) 3AK	4. DUNS Number 92-684-8797
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		6. Local Government Allegheny County Jail 950 2nd Avenue Pittsburgh, PA 15219 Tax ID#: 25-6001017	
7. Appropriation Data 15-1020/X	8. Local Contact Person: Dave Siford, Finance Manager E-mail: Telephone:		
9. Services This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.	10. Estimated Number of Federal Beds Male: 150 Female: 46 Total: 196	11. Per Diem Rate \$85.00	12. Period of Performance 36 months
13. Guard/Transportation Hourly Rate Guard/Transportation Hourly Rate: N/A Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		14. Optional Guard/Transportation Services <input type="checkbox"/> Medical <input type="checkbox"/> Other _____ <input type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input type="checkbox"/> Encompassed _____	
15. Department Of Labor Wage Determination <input type="checkbox"/> Wages Incorporated _____			
16. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		17. Signature of Person Authorized to Sign (Local) William D. McKen Signature William D. McKen Print Name County Manager Title 8/22/18 Date	
18. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	19. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE <input type="checkbox"/> Other _____	20. Signature of Person Authorized to Sign (Federal) Mayra D. Morales Signature Mayra Morales Print Name Grants Specialist Title 9/5/2018 Date	

Agreement Number 63-99-0157

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	5
Optional Guard/Transportation Services to Medical Facility	6
Optional Guard/Transportation Services to U.S. Courthouse	6
Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)	7
Special Notifications	8
Restrictive Housing and Suicide Prevention	8
Prison Rape Elimination Act (PREA)	9
Service Contract Act	9
Per-Diem Rate	10
Billing and Financial Provisions	10
Payment Procedures	11
Hold Harmless	11
Disputes	12
Inspection of Services	12
Modifications	12
Litigation	12
Rape Elimination Act Reporting Information	13

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 **ALLEGHENY 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 #19 on page (1) to house Federal detainees with the Local Government at the **ALLEGHENY COUNTY JAIL, 950 2ND AVENUE, PITTSBURGH, PA 15219** (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 on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Agreement Number 68-99-0157

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 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

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

Agreement Number 68-99-0157

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 #14 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 #13 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 #14 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation

Agreement Number 68-99-0157

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 #13 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 #14 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

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

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

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

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

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #13 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

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

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their

assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, "restrictive housing" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

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

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address:

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 #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART

52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **ALLEGHENY COUNTY JAIL's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (36) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

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

Agreement Number 68-99-0157

Addresses for the components are:

**United States Marshals Service
Western District of Pennsylvania
700 Grant Street, Suite 2360
Pittsburgh, PA 15219**

**Federal Bureau of Prisons
RRM Pittsburgh
1000 Liberty Avenue, Suite 1315
Pittsburgh, PA 15222**

**US Immigration and Customs Enforcement
Philadelphia Field Office
114 North 8th Street
Philadelphia, PA 19107**

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:

Agreement Number 68-99-0157

- 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

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

**Allegheny County Jail
US Marshal Revenue
2015 - present**

Year	Amount
2015	\$1,505,954
2016	\$996,664
2017	\$1,488,993
2018	\$2,478,065

Booking Observation Report

ACJ

Today's Date: 10/16/2018 14:17

Name:	Booking #:
Sex:	Permanent #:
Race:	SSN:
Birth Date:	

Booking Observation Questions

Answers are 'Y' = Yes, 'N' or Blank = No, 'R' = Refused To Answer

Order	Question
5	DO YOU HAVE A SERIOUS MEDICAL CONDITION THAT MAY REQUIRE ATTENTION WHILE YOU ARE HERE
10	ARE YOU CURRENTLY TAKING A PRESCRIPTION MEDICATION THAT MAY NEED CONTINUATION WHILE YOU ARE HERE
15	DO YOU HAVE A SERIOUS MENTAL HEALTH CONDITION THAT MAY REQUIRE ATTENTION WHILE YOU ARE HERE
20	ARE YOU CURRENTLY HAVING SUICIDAL THOUGHTS
25	HAVE YOU EVER ATTEMPTED SUICIDE (IF YES, LIST WHEN AND HOW IN COMMENTS)
30	IF YES TO ATTEMPTED SUICIDE, DID YOU RECEIVE TREATMENT (IF YES, LIST WHERE IN COMMENTS)
35	HAVE YOU RECENTLY INGESTED POTENTIALLY DANGEROUS LEVELS OF DRUGS AND/ OR ALCOHOL
40	HAVE YOU EVER HAD A CLOSED HEAD INJURY THAT RESULTED IN A PERMANENT DISABILITY
45	DO YOU HAVE A DISABILITY THAT WILL IMPACT YOUR ABILITY TO UNDERSTAND INSTRUCTIONS
50	DO YOU UNDERSTAND THAT YOU MAY REQUEST HEALTHCARE SERVICES AT ANY TIME WHILE YOU ARE HERE
55	IS THIS YOUR FIRST INCARCERATION
60	ARE YOU AWARE OF ANY REASON YOU SHOULD BE SEPARATED FROM ANOTHER INMATE WHILE YOU ARE HERE
65	HAVE YOU EVER REQUIRED SEPARATION FROM ANOTHER INMATE WHILE INCARCERATED IN ANOTHER FACILITY
70	DO YOU HAVE ANY AFFILIATIONS WITH A GANG
75	ARE YOU CONCERNED THAT YOU WILL BE PHYSICALLY OR SEXUALLY ASSAULTED DURING YOUR STAY IN THIS JAIL
80	HAVE YOU EVER BEEN A VICTIM OF SEXUAL ASSAULT BY AN INMATE
85	HAVE YOU EVER BEEN SEXUALLY ASSAULTED
90	HAVE YOU EVER SEXUALLY ASSAULTED ANOTHER PERSON
95	ARE YOU A VETERAN OF THE ARMED FORCES (LIST BRANCH IN COMMENTS)
100	ARE YOU AWARE OF ANY THREATS TO NATIONAL SECURITY
105	ARE YOU AWARE OF ANY PERSONS WHO HAVE JOINED, OR EXPRESSED INTEREST IN JOINING A TERRORIST ORGANIZATION
110	ARE YOU AWARE OF ANY PERSONS WHO HAVE OPENLY SUPPORTED A TERRORIST ORGANIZATION

Booking Observation Questions


Answers are 'Y' = Yes, 'N' or Blank = No, 'R' = Refused To Answer

Order	Question
115	HAVE YOU PROVIDED US WITH ALL THE INFORMATION THAT YOU WANT US TO BE AWARE OF WHILE YOU ARE HERE
120	HAVE YOU UNDERSTOOD ALL OF THE QUESTIONS ASKED OF YOU
125	DOES THE BOOKING OFFICER FEEL THAT THE ARRESTEE IS CAPABLE OF UNDERSTANDING ALL THE QUESTIONS ASKED
130	DOES THE PERSON HAVE ANY COMMUNICATON BARRIERS
135	DOES THE PERSON HAVE ANY INSTITUTIONAL HISTORY OF ALERTS
140	DOES THE BOOKING OFFICER FEEL THAT THE ARRESTEE SHOULD BE REFERRED TO A SUPERVISOR FOR REVIEW
145	IS THERE ANY INDICATION THAT THE PERSON MAY ENGAGE IN SELF HARMING BEHAVIOR
150	ANY INDICATIONS THAT COULD PLACE PERSON AT RISK OF BEING SEXUALLY ASSAULTED DURING THEIR STAY
155	HAVE YOU BEEN AFFORDED THE OPPORTUNITY TO MAKE A PHONE CALL

By my signature, I agree that the above is true to the best of my knowledge.

Inmate Signature

Witness Signature

 <p>ALLEGHENY COUNTY BUREAU OF CORRECTIONS</p>	APPLICABILITY: All Authorized Personnel	
	POLICY NUMBER: #220	EFFECTIVE: 6/19/15 REVISED: 2/6/17
	TITLE: Immigration Detainers and Warrants	
	AUTHORIZED BY: ORLANDO L. HARPER SIGNATURE: <i>Orlando L. Harper</i>	

POLICY

It is the policy of the Allegheny County Jail (ACJ) that the facility will not detain any inmate and will not delay the otherwise authorized release of any inmate, as a result of detainer requests or administrative warrants received by ICE. Further, it is the policy of the ACJ to cooperate and share information related to immigration detainers with ICE, criminal justice agencies, and judicial agencies, in accordance with the guidelines and procedures stated within this document.

PURPOSE

ACJ receives requests from the Department of Homeland Security, Immigration and Customs Enforcement ("ICE") to hold aliens not otherwise detained by criminal justice agencies for periods not to exceed 48 hours, excluding Saturdays, Sundays, and holidays to permit assumption of custody by the U.S. Government, pursuant to 8 CFR § 287.7. (DHS Form I-247). In addition, ACJ also receives administrative warrants ("Warrant for Arrest of Alien" Form I-200) purporting to require ACJ to detain the inmate for a violation of immigration law or regulation. The purpose of this policy is to establish guidelines and procedures pertaining to ACJ's receipt of immigration detainer requests and administrative warrants. Hereinafter, the term "detainer" means DHS Form I-247 and the term "administrative warrant" means Warrant for Arrest of Alien, Form I-200.

PROCEDURAL GUIDELINES

- A. Any inmate who has bondable charges upon admission shall be allowed to post bond to secure his or her release. An immigration detainer request or an administrative warrant shall not inhibit an inmate's ability to post bond.
- B. No inmate release shall be delayed, in any way, because of an immigration detainer. Any past practice of a "hold" or other delay in release for immigration detainer requests shall be discontinued.
- C. All warrants must be signed by a judge or magistrate. No inmate shall be booked on an administrative warrant signed by an ICE official. No inmate release shall be delayed, in any way, because of an immigration administrative warrant.
- D. The immigration detainer request and the administrative warrant form are public records. Copies of the forms shall be provided only pursuant to inspection of Public Records Act procedures or other legal process. ACJ staff may confirm by telephone, upon request from any party, whether or not a detainer request or administrative warrant has been received for an inmate. No other details from the detainer request may be given by telephone.

Procedures upon receipt of a detainer request or administrative warrant

- 1. Records staff will receive immigration detainer requests and administrative warrants from ICE and place a copy of the form(s) in the inmate file.
- 2. Records staff shall update the OMS system to indicate an agency hold for immigration.
 - a. No hold will actually exist, but this procedure will continue for the purposes of data collection and data sharing.
- 3. Records staff will close the immigration agency hold in the OMS system when the inmate is entitled to release.
- 4. When an inmate who is the subject of an ICE detainer request or administrative warrant has been released, records staff shall notify ICE, via email. Such notification will occur after the release has

been processed by all required staff in accordance with all releasing procedures and after records staff has been notified of the release.

5. Releases will not be delayed, in any way, as a result of immigration detainer requests or administrative warrants.

FACILITY NAME: ALLEGHENY COUNTY JAIL		
# BEDS: TOTAL INMATES		
# BEDS: ICE DETAINEES	estimated # of <u>federal</u> beds = 196 (150M / 46F) (1)	
LONG TERM / SHORT TERM		
MONEY:		
ICE BED PER DIEM	\$85 locked-in rate for 36 months (1) (3,10)	
REVENUE FROM OTHER CONTRACTS	CONTRACT	REVENUE
	MEDICAL	
	PHONE	
	COMMISSARY	
	OTHER	
TOTAL REVENUE		
BUDGET NOTES		
CONTRACT TERMS: USMS-IGA-ICE=authorized user *		
START DATE	9-1-2018	
END DATE	remains in effect unless inactivated in writing (3)	
RENEWAL TYPE	↳ indefinite	

* but, "doesn't hold ICE detainees" per County RTK response

CONDITIONS NOTES:

GRIEVANCE OR
INSPECTION?

GRIEVANCE OR
INSPECTION?

What is JPATS?
USMS annual #s are attached.