



Lackawanna County

COUNTY COMMISSIONERS
Patrick M. O'Malley • Jerry Notarianni
Laureen A. Cummings

Fran Pantuso
Community Outreach Manager
County Administration Building
200 Adams Avenue, 6th Floor
Scranton PA 18503
t (570) 963-6800 Ext. 1857 f (570) 963-6812
pantusof@lackawannacounty.org

November 9, 2018

Amy Chin-Arroyo
Sheller Center for Social Justice
Temple University
1719 North Broad St.
Philadelphia, PA. 19122

Dear Ms. Chin-Arroyo,

Thank you for writing to Lackawanna County with your request for information pursuant to the Pennsylvania Right-to-Know Law.

On October 1, 2018, you requested 1. Any current or most recent Intergovernmental Service Agreement, contracts, agreements, or memoranda of understanding between ICE and Lackawanna County or Lackawanna County Prison; 2. Any current or most recent Intergovernmental Agreement, contracts, agreements, or memoranda of understanding between ICE and Lackawanna County or Lackawanna County Prison; 3. Any records ICE detainees in Lackawanna County Prison, created or updated from 2008 to the present, tallying or reporting monthly or annually; 4. Any and all ICE Enforcement and Removal Operations and U.S. DHS Office of Detention Oversight Compliance Inspection Reports of Lackawanna County Prison; 5. Current contracts, agreements, or memoranda of understanding pertaining to healthcare, commissary services, telecommunications service, and interpretation/translation services provided to ICE detainees at Lackawanna County Prison; 6. Current contracts, agreements, or memoranda of understanding pertaining to the transportation of ICE detainees to and from Lackawanna County Prison; 7. The most recent annual budget for Lackawanna County Prison that includes both funding sources and operating expenses; 8. Any documents that contain budgetary information from 2015 to present about: the payments made by or amounts received from ICE or USMS to Lackawanna County/Lackawanna County Prison for ICE detainees; and The costs incurred by Lackawanna County/Lackawanna County Prison for ICE detainees.; B. Any records, reports, policies, agreements, correspondence, forms, or documents from 2015 to present reflecting: 1. Questions asked of individuals entering or in Lackawanna County Prison on criminal charges about their immigration status, national origin, or country of birth; 2. Sharing of information with ICE about individuals in LCP on criminal charges; 3. Sharing of access with ICE to incident reports, booking records, or databases with information about individuals in LCP on criminal charges; 4. Presence of ICE officials in LCP; 5. Number of times ICE officials visit LCP to talk to individuals in the Prison's custody on criminal charges; 6. Transferring individuals from the custody of LCP to ICE custody.

Following a 30-day requested extension, your request is granted in part and denied in part. Your request is granted and attached for 1., 2., 5. and 6. For 3., 4., B1, B2, B3 and B6 see Section 705 of the Pennsylvania Right-to-Know Law "an agency shall not be required to create a record that does not currently exist." For Numbers 7 and 8, see Section 704 of the Pennsylvania Right-to-Know Law (b)(1) an agency may respond to a request by notifying the requester that the record is available through publicly accessible electronic means at lackawannacounty.org. For B4 and 5 see Section 705 of the Pennsylvania Right-to-Know Law "an agency shall not be required to

November 8, 2018

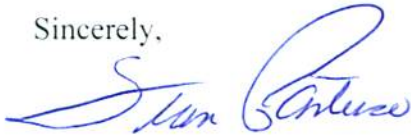
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create a record which does not currently exist. The Government has outsourced the inspection to the Nakomodo Group who may have records of this information.

You have the right to appeal this denial of information in writing to Erik Arneson, Executive Director, Office of Open Records, Commonwealth Keystone Building, 333 Market Street, 16th Floor, Harrisburg, PA 17120.

If you choose to file an appeal, you must do so within 15 business days of the mailing date of the agency's response. Please be advised that this correspondence will serve to close this record with our office as permitted by law.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fran Pantuso", is written over the word "Sincerely,".

Fran Pantuso
Outreach Manager



Lackawanna County

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December 5, 2018

Amy Chin-Arroyo
Sheller Center for Social Justice
Temple University Beasley School of Law

Dear Ms. Chin-Arroyo,

Thank you for writing to Lackawanna County with your request for information pursuant to the Pennsylvania Right-to-Know Law.

On November 26, 2018 your follow-up request included: 1. We assume that a copy of any inspection report by Nakamodo Group would be provided to the prison and kept on file. If a copy exists in the County's Possession, that copy is subject to RTK disclosure even if it was completed by a third party. If the County is not in possession of the report, please advise. 2. We noticed that no documentation related to part B of our request to be provided. To clarify, part B as a whole is referring to all inmates, not only potential ICE detainees. Responsive documents would include things like booking procedures, intake questionnaires, policies relating to sending rosters or other inmate data to ICE, procedures relating to ICE visiting inmates.

Your request is denied in part and granted in part. Your request is denied for a copy of any inspection report by Nakamodo Group. See Section 705 of the Pennsylvania Right-to-Know Law "an agency shall not be required to create a record which does not currently exist." Following a thorough search for inspection reports provided by the Nakamodo Group, none were found. Your request is granted and attached for booking procedures, intake questionnaires and policies relating to inmates.

You have the right to appeal this denial of information in writing to Erik Arneson, Executive Director, Office of Open Records, Commonwealth Keystone Building, 333 Market Street, 16th Floor, Harrisburg, PA 17120.

If you choose to file an appeal, you must do so within 15 business days of the mailing date of the agency's response. Please be advised that this correspondence will serve to close this record with our office as permitted by law.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fran Pantuso".

Fran Pantuso
Outreach Manager

02.02.01

Section: Booking, Orientation and Release
Chapter: Booking
Subject: Booking Area

I. Policy: It is the policy of the Lackawanna County Prison to admit and process inmates in a way that **ensures the legality of their commitment**, the maintenance of facility security, and their thorough processing.

II. Sources: **37 Pa. Code 95.222**

III. Definitions: Committing Agency: Any agency legally authorized to commit inmates to the Lackawanna County Prison.

Restraints: Any device used to physically restrain an inmate.

Issue: County property given to new commitments during booking process.

Gun Box: Key controlled boxes located in various areas of the facility, installed for persons that carry weapons, to have a safe place to secure them, before entering certain areas of the facility.

Street Clothes: The clothing that an inmate is wearing when being committed to this facility.

Weekender: Any person sentenced to serve weekends, or other sentences served intermittently.

Minor Injuries: Any injury not needing immediate medical attention, determined by the Health Care Personnel.

Notorious: Any person(s) who are widely and unfavorably known for their actions.

Transgender: Any term describing persons whose gender identity and/or expression does not conform to the gender roles assigned to them at birth.

Hygiene kit: Consists of a cup, toothbrush, toothpaste, soap, washcloth and comb.



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Effective: 07-19-06

Revised: 7-8-14

Reviewed: 03-13-17

Lackawanna County Prison Policy & Procedure

IV. Procedure: Follow Post Order #01 Booking Control Officer and #02 Booking Security Officer.

V. Gen. Info: Pregnant Commitment:

1. Booking Control Officer shall call Medical Staff and Shift Commander (via radio or telephone) and inform them of situation and possible assistance needed.
2. Follow normal female commitment procedure except for delousing.
3. Health Care Personnel shall determine housing needed for commitment; Female Housing, Restricted Housing, or Medical Unit.
4. Shift Commander shall assign staff to Restricted Housing, if needed.

NOTE: Pregnant Inmates, in their 2nd or 3rd trimester, shall not be restrained at any time unless deemed necessary by medical personnel. If restrained, supporting documentation shall be submitted to the Lackawanna County Prison Administration for a subsequent E.O.R. to the Pa. Department of Corrections.

Weapons or contraband discovered (Booking Area):

1. Refer to Document # [10.06 Control of Contraband](#).

Awaiting Bail:

1. handle like a regular commitment with exception of clothing search and shower.
2. after completion of all other areas of processing, the commitment shall have a reasonable time limit to make bail.
3. if no bail is being made, the commitment shall complete the processing procedure.

Individuals turning themselves in and Weekenders:

1. individuals may be ordered from either the Common Pleas Court or District Justices to turn themselves in at Lackawanna County Prison.
2. court orders must be in the Records Supervisors' possession prior to or at the time of commitment.



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Lackawanna County Prison Policy & Procedure

3. any person(s) appearing at the Lackawanna County Prison prior to or without the official committing orders, shall not be committed, but shall be interviewed.
4. when no official committing orders are available, the Shift Commander shall:
 - a. interview the person to find out who the sentencing judge is.
 - b. obtain the date of the sentence.
 - c. obtain the amount of sentence time.
 - d. obtain their attorney name(s).
 - e. obtain any other important information about the sentence.
5. the Shift Commander shall ensure that a report is written so that the Courts know that the defendant did appear and complied with the sentencing order, but the sentencing order did not reach the Lackawanna County Prison.
6. when report is completed, it is to be forwarded to the Captain or Lieutenant of the current shift.

Under influence of drugs and / or alcohol commitments:

1. Booking Control Officer shall call the Health Care Personnel and Shift Commander to inform them of the situation.
2. health Care Personnel shall go to Booking to observe the commitment and give medical clearance to commit.
3. if clearance is denied, it shall be the responsibility of the Committing Agency to get commitment emergency medical care.
4. if commitment is accepted, it shall be Lackawanna County Prisons' responsibility to get emergency medical attention if eventually needed.
5. refer to Document # [10.17 Secure Inmate Transports](#) and Document # [10.14 Hospital Security, Supervision](#).

Violent or self-destructive commitment:

1. if warned prior to arrival of commitment, a Shift Response Team shall be put on standby.
2. if in need of assistance, Booking Control Officer shall call Central Control for Shift Response Team.
3. shift Response Team shall consist of Sergeant, Booking Security Officer and Corridor Officer.
4. shift Response Team shall video the entire process using only enough force, if needed, to secure the commitment with



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- minimal risk of injury to Staff and / or commitment.
5. holding cell number four (4) shall be equipped with restraints (if needed) the Shift Commander shall determine whether or not restraints are needed and document it.
6. a protective helmet shall also be available to prevent the commitment from hurting themselves.
7. health Care Personnel should be called to come view the individual for any injuries.
8. commitment shall be restrained and observed closely until they settle down and cooperate with staff.
9. when commitment is willing to cooperate, they shall go through normal processing.

Minor injuries not needing emergency medical attention:

1. health Care personnel shall give clearance to accept the commitment.
2. commence [Blood Borne Pathogens Policy](#) (Document # 09.05).
3. treat injuries (via Health Care Personnel) if necessary, prior to commitment procedures.
4. Booking Control Officer shall document and take photographs of the injured area(s) and secure the photographs as evidence.
5. fill out a Chain of Evidence Form and secure evidence as per Document # [10.18 Collection and Preservation of Evidence](#).
6. use holding cell (if needed).
7. commitment may be moved to Medical Housing Unit or Restricted Housing Unit (via Booking Security Officer), if deemed necessary.

Suicidal Commitment:

1. Booking Control Officer during process or information received, discovers the commitment is suicidal.
2. the Booking Control Officer shall document and report this information to the Shift Commander and Facility Health Care Personnel.
3. Booking Security Officer shall pass on information of suicide watch to the Booking Control Officer.
4. inmate shall be housed in a cell nearest the Control Officer station.



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Lackawanna County Prison Policy & Procedure

Mental Health Commitment:

1. Booking Control Officer notifies Shift Commander (via radio/telephone) of situation.
2. sergeant, Booking Security Officer, Corridor Officer respond (if needed).
3. follow procedure for commitment and document all behavior.
4. place in holding cell until taken to Housing Unit.
5. Director of Treatment and / or Shift Commander shall place any, if needed, watch instructions on commitment.
6. Inmate shall be housed in a cell nearest the Control Officers' station.

Notoriety Commitment:

1. anyone being committed, that is known as "notorious" shall be handled as a normal commitment.
2. Booking Control Officer shall locate the Shift Commander (via radio), followed by telephone contact, for cell assignment or possible need for Administrative Custody.

Non-US Citizen Commitment:

1. anyone being committed, that is a Non-US Citizen, booking staff shall inform that commitment of their right to have their Consular's Office notified of their detainment.

Serious Offenses:

1. Should an inmate be committed with charges of homicide, sodomy and / or any aggravated homosexual assault; or assault on a Police Officer; the commitment shall be housed in the Booking Area until the Classification Personnel can review and determine housing requirements.

Handicap or Prosthetic Devices: (includes casts, crutches and wheelchairs):

1. Booking Control Officer shall notify Shift Commander and Health Care personnel (via radio/telephone) of situation.
2. Booking Control Officer shall follow same procedures for a commitment.
3. if commitment has any devices, the Security Staff shall check them for contraband.



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4. wheelchairs, crutches and canes shall be searched and replaced with a Lackawanna County Prison wheelchair, crutches or cane.
5. the commitment's wheelchair, crutches or cane shall be stored in bulk storage.
6. commitment shall be housed according to needs determined by the type of device(s) and recommendations of Health Care Personnel.

Mass Commitments:

1. Booking Control Officer notifies Shift Commander and Booking Security Officer.
2. commitments shall be held in cell (5) and (6) in Booking with the Committing Agency staying till procedure is completed.
3. commitments shall be selected individually from the Booking Holding Cells for the following:
 - a) pat search.
 - b) removal of restraints.
 - c) use of hand held metal detector and thorough pat search.
 - d) removal of personal property and valuables.
 - e) placement in alternate holding cell (as needed).
 - f) from waiting area or group holding cell, processing shall continue individually.
4. segregate male (s) and female (s) commitments and place in holding cells (as needed).



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Reviewed: 03-13-17

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Receiving an escapee:

1. Booking Security Officer shall:
 - a. Upon receiving inmate, do a thorough search of clothing and an unclothed search.
 - b. Check inmate for any injuries.
 - c. Have Health Care Personnel treat injuries (as needed).
 - d. Secure inmate in a single holding cell.
2. Take urine sample and secure in Medical Department.
3. Warden/Deputy Warden:
 - a. Make decision for housing of inmate(s) in Lackawanna County Prison.
 - b. Make decision for housing of inmate(s) outside of the Lackawanna County Prison.

Booking common area:

1. this area shall be used for the processing of all inmates, unless their behavior warrants a holding cell being used for the process.
2. this area is limited to the inmate movement from cell to search room or Processing Counter.
3. at no time shall any inmate approach the Booking Processing Counter without permission.

Holding Cell Uses:

1. Holding cell number one (1)
 - a. Temporary holding place for commitments (as needed) pending processing. Shall be used for female inmate(s) for either Booking processing or outgoing transports (as needed).
 - b. Female(s) shall be placed in this cell unless special restraining equipment is required.
2. Holding Cells Number Two (2) and number Three (3)
 - a. Temporary holding place for commitments (as needed) pending processing.
 - b. This cell is used for single or small group holding. This cell is equipped with no special equipment.
3. Holding Cell Number Four (4)
4. Temporary holding place for commitments (as needed) pending processing.
 - a. This cell offers maximum observation from the



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Booking Control Officer's Station for special needs inmates.

5. Holding Cell Number Five (5) and number (6)
 - a. Temporary holding place with benches for commitments (as needed) pending transports.
 - b. This cell is a group holding cell, which can be used for mass commitments (as needed), pending processing.
 - c. This cell has no special equipment.
6. Rear Booking Cells – utilized as temporary holding cells to accommodate overflow for incoming and outgoing court inmates. Every attempt should be made to limit use to no more than 30 minutes.

Access to Legal Counsel:

1. Booking commitments shall have access to an attorney counsel room.

Feeding Within Booking:

1. meals shall be supplied at the Booking Area, to commitments, if it is apparent that the processing of the inmate(s) will not allow the inmate to attend a scheduled mealtime in a Housing Unit.
2. the Booking Control Officer shall notify a Food Service Employee, (via phone) for meals needed at the Booking Area.
3. if inmates return from court or hearings during meals they shall:
 - a. If the meal service for the inmates Housing Unit did not start, the inmate shall be changed over and allowed to eat with their assigned unit.
 - b. If it is past any mealtime the inmate shall be given a bag lunch and fed in the Booking Area holding cell.
 - c. If an inmate is going to court and shall not return for lunch at the Lackawanna County Prison, the Chief Deputy or designee shall notify the Shift Commander on duty. This shall be done 24 hours prior, with a list of inmates who shall require a bag lunch. The Shift Commander shall then notify the Food Service Provider to prepare the needed bag lunches.

Holding for Transports:



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1. inmates being held for transports shall be placed in holding cell(s) number five (5) and number six (6), as needed.
2. transporting Agencies shall place restraints on their prisoner(s) in the Holding Cell Area.
3. if an unclothed search is needed, the Unclothed Search/Shower Room Area shall be provided for transporting agencies.



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Revised: 7-8-14

Reviewed: 03-13-17

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Code Table Maintenance

Retain Sort Order (Includes Drop Downs)

Select a Code Table

Code Table

Code Table

- Activity Codes
- ACTIVITY LOG TYPES
- Address Types
- Admitting Document Type
- Alert Type Codes
- Allergies
- Area
- Arresting Agency Codes
- Available Jobs in Prison
- Bond Fines and Costs
- Bond Set By Codes
- Bond Types
- Bonding Agency Codes
- Booking Observation Questions**

Code	Medical Question	Obsolete	Jail Location
01	UNDER DOCTORS CARE		MAIN
02	TAKING MEDICATION IF YES LIST		MAIN
03	HEART TROUBLE		MAIN
04	CAST / BROKEN BONES		MAIN
05	BODILY DEFORMITY		MAIN
06	CUTS, BRUISES, PAIN - GIVE LOCATION		MAIN
07	BELLIGERENT / NON-COOPERATIVE		MAIN
08	OBSERVATION / SUICIDE PREVENTION		MAIN
09	SIGNS OF DEPRESSION		MAIN
10	OVER ANXIOUS / AFRAID		MAIN
11	EMBARRASSED / ASHAMED / HOPELESS		MAIN
12	ACTS / TALKS STRANGELY		MAIN
13	UNDER INFLUENCE DRUGS / ALCOHOL		MAIN
14	INCOHERENT / MENTAL ILLNESS		MAIN
15	NO COMMUNITY TIES		MAIN
16	SIGNIFICANT LOSS IN LAST 6 MONTHS		MAIN
17	OTHER MAJOR PROBLEMS		MAIN

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Double Click to Select a Code Table

Code Table Maintenance

Retain Sort Order (Includes Drop Downs)

Select a Code Table

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- Activity Codes
- ACTIVITY LOG TYPES
- Address Types
- Admitting Document Type
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- Allergies
- Area
- Arresting Agency Codes
- Available Jobs in Prison
- Bond Fines and Costs
- Bond Set By Codes
- Bond Types
- Bonding Agency Codes
- Booking Observation Questions**

Code	Medical Question	Obsolete	Jail Location
17	OTHER MAJOR PROBLEMS		MAIN
18	SIGNIFICANT OTHER - SUICIDE A/C		MAIN
19	PSYCHIATRIC HISTORY		MAIN
20	DRUG / ALC. DEPENDENT OR WITHDRAW		MAIN
21	POSITION OF RESPECT / NOTORIETY		MAIN
22	ALLEGED ACT SHOCKING		MAIN
23	THINKS / TALKS ABOUT SUICIDE		MAIN
24	ATTEMPTED SUICIDE PREVIOUSLY		MAIN
25	TRANS. AUTH. BELIEVES SUICIDAL		MAIN
26	ANY OF THE ABOVE MARKED - YES		MAIN
27	SHIFT COMM. NOTIFIED (FOR YES ANS.)		MAIN
28	HAVE YOU EVER BEEN IN L.C.P. BEFORE		MAIN
29	HIGH SCHOOL GRADUATE ?		MAIN
30	U.S. MILITARY VETERAN?		MAIN
31	WM GIVEN PREA FORM AND BROCHURE?		MAIN
32	DO YOU HAVE DEPENDENT CHILDREN?		MAIN
33	IF SO, WHO IS CARING FOR THEM?		MAIN

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FACILITY NAME: LACKAWANNA COUNTY PRISON			
# BEDS: TOTAL INMATES			
# BEDS: ICE DETAINEES	Estimated total federal beds = 150 (125M/25F) " " " " (2008 K) = 350		(1)
LONG TERM / SHORT TERM			
MONEY:			
ICE BED PER DIEM	\$87 (2017 contract) locked-in rate for 48 months \$75 (2008 contract)		(1) (10) (1)
REVENUE FROM OTHER CONTRACTS	CONTRACT	REVENUE	
	MEDICAL		
	PHONE		
	COMMISSARY		
	OTHER		
TOTAL REVENUE			
BUDGET NOTES			
CONTRACT TERMS: USMS-IGA-ICE=authorized user.			
START DATE	4/1/2017		2017-IGA (1)
END DATE	remains in effect unless inactivated in writing		(3)
RENEWAL TYPE	indefinite ↗		"

FACILITY NAME: LACKAWANNA COUNTY PRISON			
# BEDS: TOTAL INMATES			
# BEDS: ICE DETAINEES	Estimated total federal beds = 150 (125M/25F) " " " " (2008 K) = 350		(1)
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ICE BED PER DIEM	\$87 (2017 contract) locked-in rate for 48 months \$75 (2008 contract)		(1) (10) (1)
REVENUE FROM OTHER CONTRACTS	CONTRACT	REVENUE	
	MEDICAL		
	PHONE		
	COMMISSARY		
	OTHER		
TOTAL REVENUE			
BUDGET NOTES			
CONTRACT TERMS: USMS-IGA-ICE=authorized user.			
START DATE	4/1/2017		2017-IGA (1)
END DATE	remains in effect unless inactivated in writing		(3)
RENEWAL TYPE	indefinite ↗		"

Lackawanna County Prison

Intake Triage Questions for Committing Authorities

Committing Officer,

Please answer the following questions to the best of your knowledge...

- Has the defendant exhibited any **SUICIDAL** tendencies or talked about committing **SUICIDE** while in your custody? (please check one)

☐

YES

☐

NO

- To your knowledge, does the defendant have any **PSYCHOLOGICAL** history that we should be aware of? (please check one)

☐

YES

☐

NO

- Is the defendant under the influence of **DRUGS** or **ALCOHOL**? (please check one)

☐

YES

☐

NO

- Has the defendant acted **violently** while in your custody or during the commission of his/her crime? (please check one)

☐

YES

☐

NO

- Is the defendant a member or suspected member of a street gang (please check one)

☐

YES

☐

NO

- Is the defendant a juvenile? Date of Birth _____

☐

YES

☐

NO

A. Is there anything else we should know about this defendant?

B. Please explain any **YES** answers from above...

PRINT NAME : _____ Agency : _____

INMATE NAME : _____

U. S. Department of Justice
United States Marshals Service

Detention Services
Intergovernmental Agreement

1. Agreement Number 67-99-0085	2. Effective Date See Block 19.	3. Facility Code(s) 3AY	4. DUNS Number 052768186
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Programs & Assistance Branch Washington, DC 20530-1000		6. Local Government Lackawanna County Prison 1371 North Washington Avenue Scranton, PA 18509 Tax ID # 24-6000729	
7. Appropriation Data 15X1020		8. Local Contact Person Janine Donate, Warden	
		9. Tel: (570) 963-6639 Fax: (570) Email: donatej@lackawannacounty.org	
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. 350 (Estimated Federal Beds)	12. \$ 75.00
13. Optional Guard/Transportation Services: _X_ Medical Services _X_ U. S. Courthouse		14. Guard/Transportation Hourly Rate: \$ 30.00 per hour, per guard. Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>		16. Signature of Person Authorized to Sign (Local) <u>Janine M. Donate</u> Signature <u>Janine M. Donate</u> Name <u>Warden</u> Title <u>10-10-08</u> Date	
17. Prisoner & Detainee Type Authorized _X_ Adult Male _X_ Adult Female ___ Juvenile Male ___ Juvenile Female	18. Other Authorized Agency User ___ BOP <u>X</u> ICE	19. Signature of Person Authorized to Sign (Federal) <u>Renita L. Barbee</u> Signature <u>Renita L. Barbee</u> Name <u>Grants Analyst</u> Title <u>10/14/08</u> Date	

RECEIVED
USMS MIDDLE/P
2008 OCT 20 AM 11:12

Agreement Number 67-99-0085

Authority	3
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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts 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 **the Lackawanna County Prison** (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) to house federal detainees with the Local Government at the **Lackawanna County Prison, 1371 North Washington Avenue, Scranton, PA 18509** (hereinafter referred to as "the facility").

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 BOP facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-based Detention Standards.

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 recreation/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 3 years from the date of request by the Federal Government.

Agreement Number 67-99-0085

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than 120 calendar days notice of their intent to terminate. 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

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 full range of medical care **inside** the detention facility. The level of care inside the facility should be the same 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 prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, 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 the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall

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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) and in compliance with USMS Inspection Guidelines, USM 218 Detention Facility Investigative Report. 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) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are utilized, they shall be read between 48 and 72 hours after placement.

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 disease 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 days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records 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 prisoners.

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 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.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Bureau of Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). 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 district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Services in block 13 on page (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 their 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 armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

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.

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If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 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 (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 armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

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 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.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 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 of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The detention facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults.

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: www.arnet.gov.

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.

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 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 \$75.00, and shall not be subject to adjustment on the basis of **Lackawanna County Prison's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for 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 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on DSNetwork will be required before a new per-diem rate can 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.

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Addresses for the components are:

**United States Marshals Service
Middle District of Pennsylvania
William J. Nealon Federal Building & Courthouse – Room 215
Scranton, PA 18503
(570) 346-7277**

**Bureau of Prisons
Community Corrections Office
411 7th Avenue, Room 1204
Pittsburg, PA 15319
(412) 644-6560**

Bureau of Prisons work release inmate will be charged 25% of their daily gross wages. The amount is to be deducted from the daily rate paid by the Bureau of Prisons. The Bureau of Prisons will pay the difference between the jail rate and the amount received from the individual work release inmate. Under no circumstances shall the Local government collect subsistence in excess of the jail day rate. In the instance of home confinement, the collected amount will not exceed one half of the per diem rate.

**Immigration & Customs Enforcement (ICE)
Eastern Regional Office
Regional Commissioner
70 Kimball Avenue
S. Burlington, VT 05403
(215) 656-6903**

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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 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.

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 on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

Lackawanna County Prison
1371 N. Washington Avenue
Scranton, PA 18501
(570) 963-6639

Modifications and Disputes

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.

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

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services.

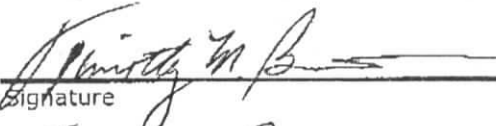
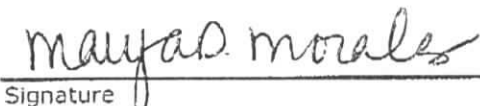
Litigation

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 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.

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

Detention Services
Intergovernmental Agreement

1. Agreement Number 67-99-0085	2. Effective Date APR - 1 2017	3. Facility Code(s) 3AY	4. DUNS Number 052768186
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 LACKAWANNA COUNTY PRISON 1371 N. Washington Ave Scranton, PA 18509 Tax ID#: 24-6000729	
7. Appropriation Data 15-1020/X		8. Local Contact Person Kevin Mitchell, Deputy Director of Purchasing	
		9. Telephone: 570-963-6767 Email: mitchellk@lackawannacounty.org	
Services		Estimated Number of Federal Beds	Per Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		11. Male: 125 Female: 25 Total: 150	12. \$87.00
13a. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS 13b. <input type="checkbox"/> Department of Labor Wage Determination		14. Guard/Transportation Hourly Rate: \$32.00 Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local)  Signature TIMOTHY M. BETTS Print Name WARDEN Title 4/4/17 Date	
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)  Signature Maiya D. Morales Print Name Grants Specialist Title APR 10 2017 Date	



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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **LACKAWANNA COUNTY PRISON** (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 **LACKAWANNA COUNTY PRISON, 1371 N. WASHINGTON AVENUE, SCRANTON PA 18509** (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

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) 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 **forty-eight (48) 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 **forty-eight (48) 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.

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 **forty-eight (48) 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: <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;
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 **LACKAWANNA COUNTY PRISON'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 **forty-eight (48) 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 **forty-eight (48) 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
Middle District of Pennsylvania
235 N. Washington Avenue, Room 215
Scranton, PA 18503
(570) 346-7277**

**Federal Bureau of Prisons
RRM Philadelphia
2nd & Chestnut Street, 7th Floor
Philadelphia, PA 19106
(215) 521-7300**

**US Immigrations and Customs Enforcement
Philadelphia Field Office
1600 Callowhill Street, 6th Floor
Philadelphia, PA 19130
(215) 656-7164**

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.

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Local Government (initial): 
Federal Government (initial): 

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.

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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.

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Local Government (initial): 
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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:




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- 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.

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Washington, DC

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