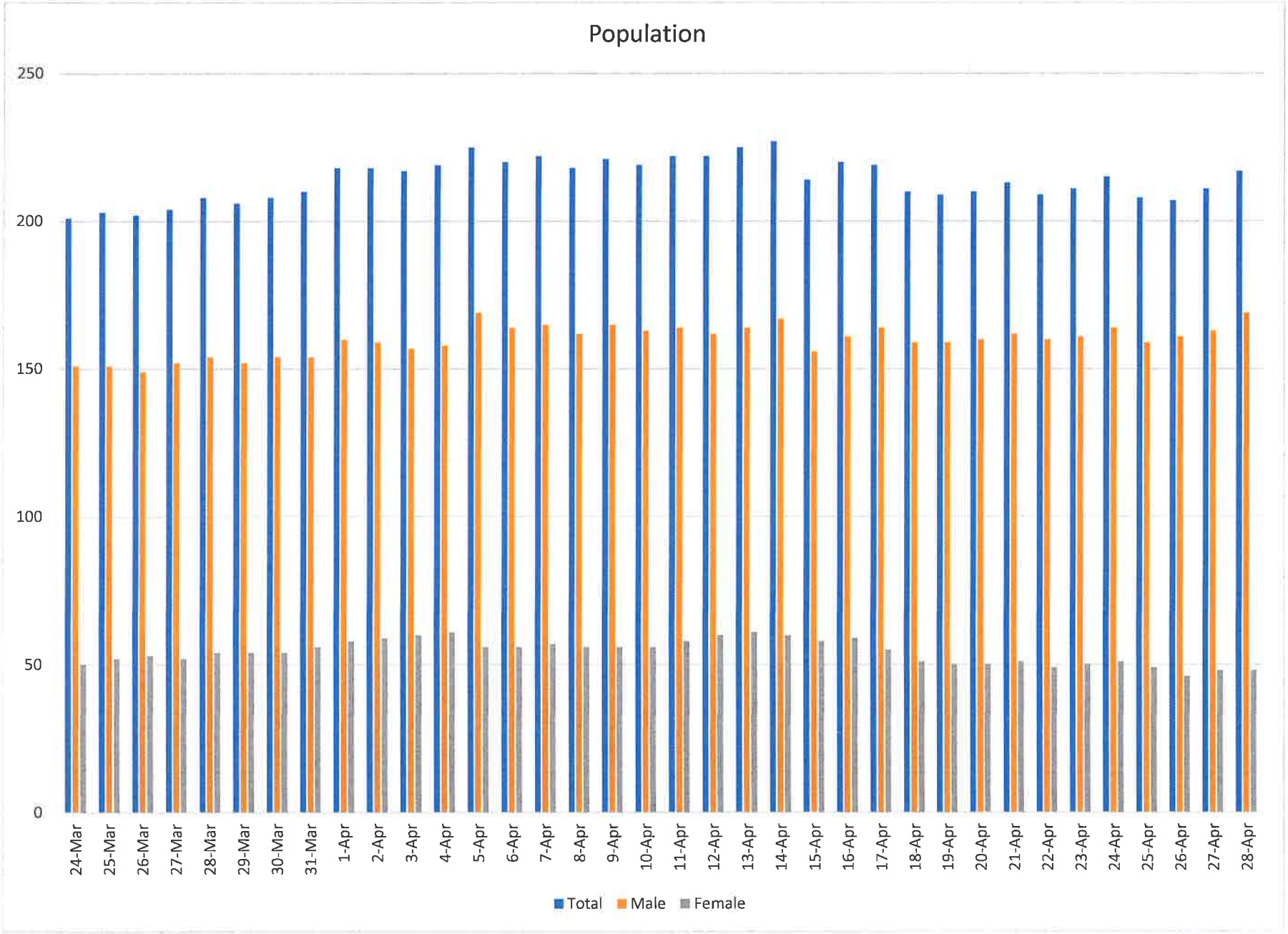
Fayette County Jail Board of Inspectors Agenda

Wednesday, April 30, 2025, 9:15 am

Fayette County Commissioners Conference Room

1. **Call to Order**
2. **Roll Call**
3. **Moment of Silence**
4. **Pledge of Allegiance**
5. **Public Comment on Agenda Items**
6. **Approval of March 26, 2025, Meeting Minutes**
7. **Approval of April Bills (attached)**
8. **Population Report for April 2025 (attached)**
9. **Intermediate Punishment Program Report (attached)**
10. **Juvenile Probation**
11. **Courts**
12. **CYS**
13. **Drug and Alcohol**
14. **New/Old Business**
    a. **Vote to ratify the Intergovernmental Agreement with the U.S. Department of Justice to house federal prisoners at the Fayette County Jail at a rate of $96 per day.**
    b. **Approval of Good Time Policy**
15. **I.G.N.I.T.E**
16. **Personnel**
    a. **Consider the motion to ratify the hiring of Full-time Counselor, Jessica Moran, starting at a rate of $25.04 per hour, $52,083.20 annually, effective April 18, 2025.**
17. **Executive Session**
    a. **Personnel issues**
18. **Public Comment**

19. Adjournment


Population
250
200
150
100
50
0
24-Mar
25-Mar
26-Mar
27-Mar
28-Mar
29-Mar
30-Mar
31-Mar
1-Apr
2-Apr
3-Apr
4-Apr
5-Apr
6-Apr
7-Apr
8-Apr
9-Apr
10-Apr
11-Apr
12-Apr
13-Apr
14-Apr
15-Apr
16-Apr
17-Apr
18-Apr
19-Apr
20-Apr
21-Apr
22-Apr
23-Apr
24-Apr
25-Apr
26-Apr
27-Apr
28-Apr
Total
Male
Female

April 2025

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 30	31	Apr 1 Total - 218; Male - 160 Female - 58	2 Total - 218; Male - 159 Female - 59	3 Total - 217; Male - 157 Female - 60	4 Total - 219; Male - 158 Female - 61	5 Total - 225; Male - 169 Female - 56
6 Total - 220; Male - 164 Female - 56	7 Total- 222; Male - 165 Female - 57	8 Total - 218; Male - 162 Female - 56	9 Total -221; Males - 165 Females - 56	10 Total - 219; Male - 163 Female - 56	11 Total - 222; Male - 164 Female - 58	12 Total - 222; Male - 162 Female - 60
13 Total - 225; Male - 164 Female - 61	14 Total - 227; Male - 167 Female - 60	15 Total - 214; Male - 156 Female - 58	16 Total - 220; Male - 161 Female - 59	17 Total - 219; Male - 164 Female - 55	18 Total - 210; Male - 159 Female - 51	19 Total - 209; Male - 159 Female - 50
20 Total -210; Male - 160 Female - 50	21 Total - 213; Male - 162 Female - 51	22 Total - 209; Male - 160 Female - 49	23 Total - 211; Male - 161 Female - 50	24 Total - 215; Male - 164 Female - 51	25 Total - 208; Male - 159 Female - 49	26 Total-207; Male - 161 Female - 46
27 Total - 211; Male - 163 Female - 48	28 Total - 217; Male - 169 Female - 48	29	30	May 1	2	3

March 2025

March 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 23	24	25	26	27	28	Mar 1 Total - 220; Male - 161 Female - 59
2 Total - 219; Male - 161 Female - 58	3 Total - 221; Male - 161 Female - 60	4 Total - 211; Male - 154 Female - 57	5 Total - 218; Male - 153 Female - 55	6 Total - 215; Male - 160 Female - 55	7 Total - 205; Male - 151 Female - 54	8 Total - 202; Male - 151 Female - 51
9 Total - 205; Male - 154 Female - 51	10 Total - 204; Male - 155 Female - 49	11 Total - 196; Male - 149 Female - 47	12 Total - 197; Male - 149 Female - 48	13 Total - 192; Male - 149 Female - 43	14 Total - 191; Male - 150 Female - 41	15 Total - 190; Male - 146 Female - 44
16 Total - 192; Male - 146 Female - 46	17 Total - 191; Male - 144 Female - 47	18 Total - 202; Male - 155 Female - 47	19 Total - 206; Male - 156 Female - 50	20 Total - 193; Male - 149 Female - 44	21 Total - 189; Male - 147 Female - 42	22 Total - 201; Male - 150 Female - 51
23 Total - 200; Male - 150 Female - 50	24 Total - 201; Male - 151 Female - 50	25 Total - 203; Male - 151 Female - 52	26 Total - 202; Male - 149 Female - 53	27 Total - 204; Male - 152 Female- 52	28 Total - 208; Male - 154 Female - 54	29 Total - 206; Male - 152 Female - 54
30 Total - 208; Male - 154 Female - 54	31 Total - 210; Male - 154 Female - 56	Apr 1	2	3	4	5

Accounts Payable by G/L Distribution Report

Invoice Date Range 03/24/25 - 04/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **01 - GENERAL FUND**										
Department **4234 - FAYETTE COUNTY PRISON**										
Object **52000 - MATERIAL AND SUPPLIES**										
1239 - BOB BARKER COMPANY	#INV2116931	INDIGENT PACKS/ BOXERS	Paid by Check # 254036		03/24/2025	04/23/2025	03/24/2025	04/02/2025	04/09/2025	4,125.00
10578 - JOHN LENKEY	03/24/2025	REIMBURSEMENT FOR IGNITE EXPENSES	Paid by Check # 253898		03/24/2025	04/24/2025	03/24/2025	03/18/2025	04/02/2025	51.12
10973 - SHANNON MATTY	03/24/25	REIMBURSEMENT FOR IGNITE EXPENSES	Paid by Check # 253901		03/24/2025	04/24/2025	03/24/2025	03/24/2025	04/02/2025	19.00
10973 - SHANNON MATTY	03.25.25	REIMBURSEMENT FOR IGNITE EXPENSES	Paid by Check # 253955		03/25/2025	04/24/2025	03/25/2025	04/04/2025	04/09/2025	15.12
3023 - STAPLES BUSINESS ADVANTAGE	6023959936	SUPPLIES	Paid by Check # 253829		03/27/2025	03/27/2025	03/27/2025	03/27/2025	03/28/2025	501.67
3023 - STAPLES BUSINESS ADVANTAGE	6025858124	SUPPLIES	Paid by Check # 253829		03/27/2025	03/27/2025	03/27/2025	03/27/2025	03/28/2025	119.59
7531 - CLYDE BRANSON	REIMBURSEMENT	REIMBURSEMENT FOR GAS /GAS CARD UNAVAILABLE	Paid by Check # 253971		03/28/2025	04/27/2025	03/28/2025	04/04/2025	04/09/2025	20.00
11398 - LEXISNEXIS	3095687625	2025 LAW LIBRARY SUBSCRIPTION	Paid by Check # 253953		03/31/2025	06/01/2025	03/31/2025	04/02/2025	04/09/2025	330.00
14322 - LOWES	79773, 79757	SUPPLIES	Paid by Check # 253954		04/01/2025	04/30/2025	04/01/2025	04/07/2025	04/09/2025	162.35
14322 - LOWES	74203	PAINT SUPPLIES FOR MURAL	Paid by Check # 254069		04/10/2025	05/09/2025	04/14/2025	04/09/2025	04/15/2025	464.48
2286 - PRIVATE INDUSTRY COUNCIL	04/14/2025A	GED TESTING	Edit		04/14/2025	05/14/2025	04/14/2025	04/23/2025		516.00
				Object **52000 - MATERIAL AND SUPPLIES** Totals				Invoice Transactions	11	$6,324.33
Object **52270 - GARBAGE COLLECTION**										
12253 - NOBLE ENVIRONMENTAL INC	CH1803105 PRISON	164429 APRIL 2025 TRASH REMOVAL NEW PRISON 254 MCCLELLANDTOWN R	Edit		04/14/2025	05/15/2025	04/14/2025	04/23/2025		1,440.00
				Object **52270 - GARBAGE COLLECTION** Totals				Invoice Transactions	1	$1,440.00
Object **52290 - FOOD**										
9108 - SUMMIT FOOD SERVICES LLC	INV2000238467	INMATE MEALS WEEK ENDING 3/21/25	Paid by Check # 253965		03/25/2025	04/24/2025	03/25/2025	04/02/2025	04/09/2025	9,018.38
9108 - SUMMIT FOOD SERVICES LLC	inv2000239035	INMATE MEALS WEEK ENDING 3/28/25	Paid by Check # 254075		04/01/2025	05/01/2025	04/01/2025	04/09/2025	04/15/2025	9,077.12
9108 - SUMMIT FOOD SERVICES LLC	INV2000239623	INMATE MEALS WEEK ENDING 4/4/25	Paid by Check # 254075		04/08/2025	05/08/2025	04/08/2025	04/09/2025	04/15/2025	9,334.95
9108 - SUMMIT FOOD SERVICES LLC	INV2000240305	INMATE MEALS WEEK ENDING 4/11/2025	Edit		04/15/2025	05/14/2025	04/15/2025	04/23/2025		8,959.52
				Object **52290 - FOOD** Totals				Invoice Transactions	4	$36,389.97
Object **52745 - COMMISSARY COST**										
14290 - KEEFE COMMISSARY NETWORK	MO-03312025	COMMISSARY FOR MONTH OF MARCH	Paid by Check # 253952		03/31/2025	04/30/2025	03/31/2025	04/07/2025	04/09/2025	12,936.24
				Object **52745 - COMMISSARY COST** Totals				Invoice Transactions	1	$12,936.24

Accounts Payable by G/L Distribution Report

Invoice Date Range 03/24/25 - 04/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **01 - GENERAL FUND**										
Department **4234 - FAYETTE COUNTY PRISON**										
Object **52750 - DSI PHONE PAYMENTS FOR INMATES**										
14210 - TELMATE dba VIAPATH TECHNOLOGIES	FINV000043571	PREPAID DEPOSITS FOR MARCH 2025	Paid by Check # 253966		03/31/2025	04/30/2025	03/31/2025	04/07/2025	04/09/2025	16,020.90
14210 - TELMATE dba VIAPATH TECHNOLOGIES	FINV000043835	INMATE DEBIT USAGE FOR MARCH 2025	Paid by Check # 254076		03/31/2025	04/30/2025	03/31/2025	04/09/2025	04/15/2025	5,857.01
			Object **52750 - DSI PHONE PAYMENTS FOR INMATES** Totals				Invoice Transactions 2			$21,877.91
Object **53011 - CONTRACT SERVICES - MAINTENANCE**										
14265 - HUCKESTEIN MECHANICAL	37819	CONTROLS MONTHLY MAINTENANCE FEE	Paid by Check # 254067		04/01/2025	05/01/2025	04/01/2025	04/09/2025	04/15/2025	2,163.33
1611 - STATEWIDE PEST CONTROL	040925 PRISON	APRIL 2025 TREATMENT OF PRISON	Paid by Check # 254055		04/09/2025	05/08/2025	04/09/2025	04/14/2025	04/15/2025	330.00
			Object **53011 - CONTRACT SERVICES - MAINTENANCE** Totals				Invoice Transactions 2			$2,493.33
Object **53020 - MEDICAL SERVICES - PRISON**										
11966 - QUEST DIAGNOSTICS	9214488873.	NEW HIRE DRUG TESTING	Paid by Check # 254071		03/26/2025	04/26/2025	03/26/2025	04/14/2025	04/15/2025	144.00
1536 - PRIMECARE MEDICAL	55943	MAT MEDICATIONS	Paid by Check # 253958		03/27/2025	04/26/2025	03/27/2025	04/02/2025	04/09/2025	279.70
1536 - PRIMECARE MEDICAL	56131	MEDICAL SERVICES FOR INMATE/DETAINEE MAY 2025	Paid by Check # 253958		03/31/2025	04/24/2025	03/31/2025	04/02/2025	04/09/2025	150,435.36
1536 - PRIMECARE MEDICAL	56031	ADDITIONAL CATASTOPHIC BILLING	Paid by Check # 253958		04/02/2025	04/23/2025	04/02/2025	04/02/2025	04/09/2025	1,735.78
			Object **53020 - MEDICAL SERVICES - PRISON** Totals				Invoice Transactions 4			$152,594.84
Object **53200-321 - TELEPHONE QCOL EXPENSE**										
1549 - QCOL, INC.	041025 N PRISON	MARCH 2025 SERVICES ACCT# 59-06802	Paid by Check # 253321		03/24/2025	04/10/2025	03/24/2025	03/24/2025	03/26/2025	1,090.93
1549 - QCOL, INC.	051025 PRISON	MARCH 2025 SERVICES ACCT# 59-06802	Edit		04/14/2025	05/10/2025	04/14/2025	04/23/2025		1,090.93
			Object **53200-321 - TELEPHONE QCOL EXPENSE** Totals				Invoice Transactions 2			$2,181.86
Object **53350 - TRAINING/CONFERENCE**										
3583 - PA DEPT OF CORRECTIONS TRAINING	BT2409	TRAINING FOR SGT VAVREK	Edit		04/05/2025	05/05/2025	04/05/2025	04/23/2025		800.00
			Object **53350 - TRAINING/CONFERENCE** Totals				Invoice Transactions 1			$800.00
Object **53600 - UTILITIES**										
1279 - COLUMBIA GAS	032225 N PRISON	12983241 018 000 7 MARCH 25 022025-032025 254 MCCLELLANDTOWN RD	Paid by Check # 253861		03/25/2025	04/10/2025	03/25/2025	03/28/2025	04/02/2025	5,571.78

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Fund **01 - GENERAL FUND**										
Department **4234 - FAYETTE COUNTY PRISON**										
Object **53600 - UTILITIES**										
1524 - PENNSYLVANIA AMERICAN WATER COMPANY	040125 ARM FIRE	1024-220036779529 ARMORY FIRE BILL MARCH 25 022825-033125	Paid by Check # 253942		04/01/2025	04/23/2025	04/01/2025	04/08/2025	04/09/2025	139.88
1524 - PENNSYLVANIA AMERICAN WATER COMPANY	041025 PRISON	1024-220039885577 MARCH 25 022025-031925 254 MCCLELLANTOWN RD P	Paid by Check # 254172		04/10/2025	05/02/2025	04/10/2025	04/16/2025	04/23/2025	6,233.66
1672 - WEST PENN POWER	041625 FIRE PUMP	100 141 763 779 MARCH 031425-041325 254 MCCLELLANDTOWN RD	Paid by Check # 254174		04/16/2025	05/01/2025	04/16/2025	04/17/2025	04/23/2025	17.75
1672 - WEST PENN POWER	041625 PRISON	100 141 763 720MARCH 031425-041325 254 MCCLELLAND	Paid by Check # 254174		04/16/2025	05/01/2025	04/16/2025	04/17/2025	04/23/2025	16,527.81
				Object **53600 - UTILITIES** Totals			Invoice Transactions 5			$28,490.88
Object **53730 - R&M BUILDING**										
14322 - LOWES	93148	SUPPLIES	Paid by Check # 253954		03/26/2025	04/25/2025	03/26/2025	04/04/2025	04/09/2025	64.12
1553 - R.E. MICHEL COMPANY, LLC	314419267	MONTHLY FILTERS FOR JAIL	Paid by Check # 253960		03/31/2025	04/29/2025	03/31/2025	04/02/2025	04/09/2025	792.53
1553 - R.E. MICHEL COMPANY, LLC	314419267-MARCH	MONTHLY FILTERS FOR JAIL	Paid by Check # 254072		03/31/2025	04/30/2025	03/31/2025	04/09/2025	04/15/2025	792.53
1410 - HRANEC CORPORATION	101200	LABOR FOR REPAIR	Paid by Check # 254066		04/03/2025	05/03/2025	04/03/2025	04/14/2025	04/15/2025	750.00
14322 - LOWES	87511	ROLLED FENCING	Paid by Check # 254069		04/04/2025	05/03/2025	04/04/2025	04/09/2025	04/15/2025	37.78
1612 - STERATORE SANITARY SUPPLY	280012	FLOOR SCRUBBER PAD HOLDER AND KIT	Paid by Check # 254074		04/07/2025	05/06/2025	04/07/2025	04/09/2025	04/15/2025	137.72
1442 - KOVAL BUILDING AND PLUMBING SUPPLY	U114655	FLUSH VALVE	Paid by Check # 254068		04/08/2025	05/08/2025	04/08/2025	04/14/2025	04/15/2025	208.50
14322 - LOWES	71049	SUPPLIES	Paid by Check # 254069		04/09/2025	05/08/2025	04/09/2025	04/14/2025	04/15/2025	27.82
14325 - HOME DEPOT CREDIT SERVICES	04.10.25	REFRIDGERATION COIL	Paid by Check # 254065		04/10/2025	05/09/2025	04/10/2025	04/14/2025	04/15/2025	14.23
1798 - R & D WATTERS SEPTIC SERVICE	41278	BI-MONTHLY SEWAGE PUMPING	Edit		04/10/2025	05/10/2025	04/10/2025	04/23/2025		475.00
14322 - LOWES	86747	SUPPLIES	Edit		04/15/2025	05/15/2025	04/15/2025	04/23/2025		86.16
				Object **53730 - R&M BUILDING** Totals			Invoice Transactions 11			$3,386.39
				Department **4234 - FAYETTE COUNTY PRISON** Totals			Invoice Transactions 44			$268,915.75

Accounts Payable by G/L Distribution Report

Invoice Date Range 03/24/25 - 04/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
				Fund **01 - GENERAL FUND** Totals				Invoice Transactions	44	$268,915.75
						Grand Totals		Invoice Transactions	44	$268,915.75

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

Office of Detention Services
Intergovernmental Agreement

1. Agreement Number 68-06-0007	2. Effective Date	3. Facility Code(s) 3QX	4. UEI Number JBSGZNJCXZL5
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3rd Floor Washington, DC 20530-0001		6. Local Government Fayette County Jail 254 McClellandtown Road Uniontown, Pennsylvania 15401 Tax ID#: 25-6001029	
7. Appropriation Data 15-1020/XD		8. Local Contact Person: E-mail: Telephone:	Megan Mick, Records Supervisor mmick@fayettepa.org (724) 430-1222 Ext. 313

9. Services	10. Estimated Number of Federal Beds	11. Per Diem Rate	12. Period of Performance
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.	Male: 15 Female: 15 Juvenile: 0 **Total: 30**	$96.00	Perpetual

13. Guard/Transportation Hourly Rate	14. Optional Guard/Transportation Services
Guard/Transportation Hourly Rate: $45.00 Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	☒ Medical ☒ U.S. Courthouse ☐ JPATS ☒ Encompassed VTC ☐ Video Teleconferencing (VTC) Hearings ☒ Other Hospital Details, Jail to Jail
15. Department of Labor Wage Determination	
☐ Wages Incorporated # _____ ☐ Collective Bargaining Agreement #CBA-2025-123	
16. Local Government Certification *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.*	17. Signature of Person Authorized to Sign (Local) Signature Scott Dunn Print Name Commissioner Title Date

18.Federal Prisoner Type Authorized	19. Other Authorized Agency User	20. Signature of Person Authorized to Sign (Federal)
☒ Adult Male ☒ Adult Female ☐ Juvenile Male ☐ Juvenile Female	☐ BOP ☒ ICE ☐ Other _____	Signature Tiffani Eason Print Name A Chief, Intergovernmental Agreements Title Date

Table of Contents

Section Description — Page Number

1. Authority....3
2. Purpose....3
3. Administration....3
4. Place of Performance....5
5. Agreements Specialist....5
6. Termination....5
7. Assignment and Outsourcing of Jail Operations....6
8. Medical Services....6
9. Affordable Care Act (ACA)....8
10. Receiving and Discharging of Federal Prisoners....8
11. Prisoner Work Program....8
12. Guard/Transportation Services to/from Medical Facility....9
13. Guard/Transportation Services to/from U.S. Courthouse....10
14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other....10
15. Video Teleconference Hearing within the Facility....11
16. Optional Guard Services to Video Teleconference Hearing within the Facility....11
17. Special Notifications....11
18. Body Worn Camera Information Requests....12
19. Restrictive Housing and Suicide Prevention....12
20. Prison Rape Elimination Act (PREA)....13
21. PREA Prisoner Incident Reporting....13
22. Federal Acquisition Regulation (FAR) Agreement Provisions....14
23. Guaranteed Minimum Bed Space....15
24. Economic Rate Adjustments....15
25. Billing and Financial Provisions....16
26. Payment Procedures....16
27. Hold Harmless....17
28. Disputes....17
29. Review of Services....17
30. IGA Amendments....17
31. Litigation....18
32. The First Step Act....18

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

1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and ***Fayette County Jail*** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the ***Fayette County Jail, 254 McClellandtown Road Uniontown, Pennsylvania 15401*** (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: http://wwwASD.usmarshals.gov/prisoner/detention-standards.htm as an additional reference source for best practices.

Fayette County Jail shall comply with Congressional mandates, federal laws, Executive Orders and all existing ***Fayette County Jail*** policies. ***Fayette County Jail*** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief,

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

or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCInquiries@usdoj.gov.
At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.
The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release.
The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.
The Local Government shall prohibit discrimination on the basis of disability, race, sex, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

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

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

Fayette County Jail, 254 McClellandtown Road, Uniontown, Pennsylvania 15401

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: **Ramona Mosby**
Title: **Grants Specialist**
Contact Information: **202-868-2789**

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.

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

d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement termination and other applicable provisions shall:

a. be incorporated into this agreement;
b. survive after the expiration of the cooperative agreement; and
c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. 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. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. 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. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. 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 shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain

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

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 prisoners must be on Centers for Medicare and Medicaid Services (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. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners 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. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.
The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails.* TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18 U.S.C. Section 4013(d). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

Local Government (initial): _____

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at: http://www.hhs.gov/healthcare/about-the-aca/index.html.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.
The Local Government shall not relocate a Federal prisoner 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 prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners 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).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records.

Local Government (initial): _____

The Local Government will ensure that prisoners who volunteer to work are prohibited Keep on Person medications while at the worksite.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When 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 guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

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

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When 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 and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both 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 prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Local Government (initial): _____

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Teleconferencing (VTC) Hearings 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 escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, 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 prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government.

Local Government (initial): _____

The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

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

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

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

a. Removal from the general population, whether voluntary or involuntary;
b. Placement in a locked room or cell, whether alone or with another prisoner; and
c. 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" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction);prisoners with serious mental illness; lesbian, gay, bisexual, prisoners who identify as sex nonconforming; pregnant and postpartum prisoners; infirmed prisoners and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at rhinquiries@usdoj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

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

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing ' shall be submitted to the CDUSM or his or her designee and POD at rhinquiries@usdoj.gov, 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.

Additional prisoner suicide prevention resources can be found at: https://www.usmarshals.gov/prisoner/suicide_prevention.htm and https://nicic.gov/.

(End of Provision)

20. Prison Rape Elimination Act (PREA) (November 2021)

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: PREAinquiries@usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance.
Additional resources can be found at: https://www.prearesourcecenter.org/.

Templates for PREA posters and brochures can be found at:
https://www.prearesourcecenter.org/library/search?keys=poster&cat=All

(End of Provision)

21. PREA Prisoner Incident Reporting (November 2021)

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;

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

- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing 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; or
- Calling, **at no expense to the victim,** the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner 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 prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)

This agreement incorporates the following agreement provisions 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: http://www.acquisition.gov.

Agreement Provisions:

FAR 52.222-4 Contract Work Hours and Safety Standards – Overtime (May 2018)

FAR 52.222-41 Service Contract Labor Standards. (November 2024)

If the Collective Bargaining Agreement in block #15 on page one (1) of this Agreement is checked, the Local Government agrees In accordance with Section 2 (a) and 4 (c) of the Services Contract Act, as amended, employees employed by the contractor (s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (a), (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

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

23. Guaranteed Minimum Bed Space (September 2021)

This IGA ***does not*** contain a guaranteed minimum for bed space.

(End of Provision)

24. Economic Rate Adjustments (October 2021)

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

a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
b. Comparison with rates at other state or local facilities of similar size and economic conditions;
c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
d. Evaluation of the provided jail operating expense information.

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

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at https://portal.cjis.gov/wps/myportal/LEEPNG. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the **thirty-six (36) month period** preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36) month period**. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify

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

the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same **thirty-six (36) month period** with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

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 prisoners housed at the Facility.

Address(es) for the component(s) is/are:

United States Marshals Service
Western District of Pennsylvania
700 Grant Street, Suite 2360
Pittsburgh, PA 15219-1912
Contact Information: (412)-644-3351

U.S. Immigrations and Customs Enforcement
Philadelphia Field Office
114 North 8th Street
Philadelphia, PA 19107
Contact Information: (215)-656-7164

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, 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 31 U.S.C Section 1341 – Limitations on expending and obligating amounts.

(End of Provision)

26. Payment Procedures (May 2021)

Local Government (initial): _____

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021)

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.

(End of Provision)

28. Disputes (May 2021)

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.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

Local Government (initial): _____

(End of Provision)

31. Litigation (May 2021)

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) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

a. Section 613 of Public Law 115-391 the FIRST STEP Act of 2018 and 18 USC 5043 with respect to any USMS juveniles in custody.

b. Section 301 of Public Law 115-391 the FIRST STEP Act of 2018 and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

(End of Agreement)

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

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: CBA-2025-123
Revision No.: 0
Date Of Last Revision: 03/26/2025

Diane Koplewski
Director

Division of
Wage Determinations

State: Pennsylvania

Area: Fayette

Employed on U.S. MARSHALS SERVICE contract for Employed on DEPT OF JUSTICE US MARSHALS SVC(IGA 68-06-0007) for Prisoner Housing and Guard/Transport Services.

Collective Bargaining Agreement between contractor: County of Fayette, and union: United Mine Workers of America (Prison) Local , effective 01/01/2025 through 12/31/2028.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

U.S. Department of Justice
United States Marshals Service

Detention Facility Review

FACILITY FACTS

FACILITY OVERVIEW

Facility Name

Physical Address

Phone Number | Fax Number

City | State | Zip Code

County | District

Contract/Agreement Number | Contract/Agreement Type (Private, IGA, LUA) | Expiration Date

Closest USMS Office Name

Driving Time from Closest USMS Office ____ minutes

Driving Distance from Closest USMS Office ____ miles

Date of Last USMS Detention Facility Review

Points of Contact (Administrative, Facility, Intelligence, Medical, PREA, Restrictive Housing, Security)
(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title | Name

Type of Contact | Phone Number | Extension | Email Address

Title | Name

Type of Contact | Phone Number | Extension | Email Address

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Type of Contact	**Phone Number**	**Extension**	**Email Address**

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Prisoner Information (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Total Facility Bed Capacity					
USMS Allocated Beds					
Facility Average Daily Population (Last 12 Months)					
USMS Average Daily Population					
Local/Non-Federal Average Daily Population					
Bureau of Prisons Average Daily Population					
ICE Average Daily Population					

Security Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden		
Assistant Warden		
Chief of Security		
Shift Supervisors		
Other Supervisors		
Corrections Officers		
Transportation Officers		
Perimeter Security		
Restrictive Housing Security		
Other Security		

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Medical Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician		
Physician's Assistant		
Nurse Practitioner		
Registered Nurse		
Licensed Practical Nurse		
Mental Health Professional		
Other Medical Staff		

Contraband

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol	Drugs or Alcohol Paraphernalia	Electronic Devices
Electronic Device Accessory	Weapon	Tool

Incidents

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides	Suicide Attempts	Escapes
Escape Attempts	Physical Assaults on Prisoners	Physical Assaults on Staff
Health Care Grievances	Natural Deaths	Sexual Assaults on Prisoners
Sexual Assaults on Staff	Homicides	Riots/Disturbances

Overdose Deaths	Overdoses	Use of Force	Excessive Use of Force

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Was the USMS notified of all incidents involving USMS prisoners?

○ Yes ○ No

Incidents Not Reported (Contraband, Suicide, Suicide Attempt, Escapes, Escapes Attempts, Physical Assaults on Prisoners, Physical Assault on Staff, Health Care Grievances, Natural Death, Sexual Assault on Prisoners, Sexual Assault on Staff, Homicides, Riots/Distributions, Overdoses, Use of Force). (If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident

Remarks

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident

Remarks

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident

Remarks

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Remarks

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Court Action
(If needed, use "Other Notes Section" on last page to document more than 3 actions)

Are there any court orders or pending major litigation affecting the facility?

○ Yes ○ No

Case Name/Number

Select Functional Area

☐ Admin & Mgmt ☐ Food Service
☐ Health Care ☐ Safety & Sanitation
☐ Security & Control ☐ Service & Programs

Date of Court Filing

Case Name/Number

Select Functional Area

☐ Admin & Mgmt ☐ Food Service
☐ Health Care ☐ Safety & Sanitation
☐ Security & Control ☐ Service & Programs

Date of Court Filing

Case Name/Number

Select Functional Area

☐ Admin & Mgmt ☐ Food Service
☐ Health Care ☐ Safety & Sanitation
☐ Security & Control ☐ Service & Programs

Date of Court Filing

ADMINISTRATION AND MANAGEMENT

Policy Development and Monitoring

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

○ Yes ○ No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, accurate, and relevant to the facility's operation?

○ Yes ○ No

If 'Yes', Date of Last Internal Review

Policy Communication and Access

Are policies and procedures communicated to all employees?

○ Yes ○ No

Does staff have 24/7 access to policies and procedures?

○ Yes ○ No

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Prisoner Property and Money

Does the facility properly inventory prisoner property?

○ Yes ○ No

Does the facility properly store prisoner property?

○ Yes ○ No

Does the facility properly return prisoner property?

○ Yes ○ No

Does the facility properly inventory prisoner money?

○ Yes ○ No

Does the facility properly store prisoner money?

○ Yes ○ No

Does the facility properly return prisoner money?

○ Yes ○ No

Prisoner Release

Has the facility erroneously released ANY prisoner(s) during the review period?

○ Yes ○ No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

Accommodations for Prisoners with Disabilities

Does the facility accept prisoners with disabilities?

○ Yes ○ No

Are adequate accommodations made available for prisoners with disabilities?

○ Yes ○ No

Contingency/Emergency Plans

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

○ Yes ○ No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, accurate, and relevant to the facility's operation?

○ Yes ○ No

If 'Yes', Date of Last Emergency Plan Review

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Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

○ Yes ○ No

Does the facility's emergency plan include the USMS prisoners housed at the facility?

○ Yes ○ No

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

○ Yes ○ No

Does the contingency plan have a date documenting the last time the responsible facility manager/administrator reviewed the plan to ensure it remains current, accurate, and relevant to the facility's operation?

○ Yes ○ No

If 'Yes', Date of Last Contingency Plan Review

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

○ Yes ○ No

Does the facility's contingency plan include the USMS prisoners housed at the facility?

○ Yes ○ No

Staff Background Checks

Does the facility verify identity of employees prior to hiring via Fingerprints:

○ Yes ○ No

Does the facility verify identity of employees prior to hiring via Social Security Number:

○ Yes ○ No

Does the facility verify identity of employees prior to hiring via Date of Birth:

○ Yes ○ No

Does the facility verify identity of contractors prior to hiring via Fingerprints:

○ Yes ○ No

Does the facility verify identity of contractors prior to hiring via Social Security Number:

○ Yes ○ No

Does the facility verify identity of contractors prior to hiring via Date of Birth:

○ Yes ○ No

Does the facility verify identity of volunteers prior to hiring via Fingerprints:

○ Yes ○ No

Does the facility verify identity of volunteers prior to hiring via Social Security Number:

○ Yes ○ No

Does the facility verify identity of volunteers prior to hiring via Date of Birth:

○ Yes ○ No

Are initial background and reference checks completed for all employees prior to hiring?

○ Yes ○ No

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Are initial background and reference checks completed for all contractors prior to hiring?

○ Yes ○ No

Are initial background and reference checks completed for all volunteers prior to hiring?

○ Yes ○ No

Do the background and reference checks include verification of employment history for the past five (5) years?

○ Yes ○ No

Do the background and reference checks include verification residency for the past three (3) years?

○ Yes ○ No

Do the background and reference checks include credit history to reveal current delinquency?

○ Yes ○ No

Do the background and reference checks include credit history to reveal unresolved liens?

○ Yes ○ No

Do the background and reference checks include credit history to reveal accounts in collection?

○ Yes ○ No

Do the background and reference checks include credit history to reveal court-ordered judgments?

○ Yes ○ No

Do the background and reference checks include criminal history to reveal felony convictions?

○ Yes ○ No

Do the background and reference checks include criminal history to reveal disqualifying misdemeanor convictions?

○ Yes ○ No

Do the background and reference checks include verification that there are no derogatory civil records?

○ Yes ○ No

Do the background and reference checks address alcohol dependency?

○ Yes ○ No

Do the background and reference checks address drug dependency?

○ Yes ○ No

Does the facility conduct re-investigations of employees, contractors, and volunteers?

○ Yes ○ No

If so, how often? [ ]

Reporting/Investigating Staff Misconduct

How many administrative allegations of staff misconduct were reported since the last DFR (if applicable)?

[ ]

How many criminal allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

[ ]

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How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

Prisoner Anti-Discrimination

Does the facility have a prisoner anti-discrimination policy?

○ Yes ○ No

If Yes, does the policy address prisoner:

Age?	○ Yes	○ No
Disability?	○ Yes	○ No
Equal Pay/Compensation?	○ Yes	○ No
Harassment?	○ Yes	○ No
National Origin?	○ Yes	○ No
Pregnancy?	○ Yes	○ No
Race/Color?	○ Yes	○ No
Religion?	○ Yes	○ No
Retaliation?	○ Yes	○ No
Sex?	○ Yes	○ No
Sexual Orientation?	○ Yes	○ No
Sexual Harassment?	○ Yes	○ No
Are services, programs, and activities provided to all eligible prisoners?	○ Yes	○ No

Prison Rape Elimination Act (PREA) Compliance

Does the facility have a PREA compliance program?

○ Yes ○ No

Does the program address the following:

Zero tolerance toward all forms of sexual abuse and sexual harassment?	○ Yes	○ No
Prevention and response planning?	○ Yes	○ No
Prisoner training and education?	○ Yes	○ No
Employee training and education?	○ Yes	○ No
Screening for risk of sexual victimization?	○ Yes	○ No
Reporting and investigations?	○ Yes	○ No
Discipline?	○ Yes	○ No
Medical/ mental health care?	○ Yes	○ No
Auditing?	○ Yes	○ No
Corrective action?	○ Yes	○ No
State compliance?	○ Yes	○ No

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Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

○ Yes ○ No

If 'No' to the previous question, has a DOJ PREA audit been scheduled?

○ Yes ○ No

If Yes, what is the scheduled DOJ PREA Audit Date?

If 'Yes' to the previous question, is a hard copy of the PREA audit available?

○ Yes ○ No

If 'Yes', Audit Date

What was the name of the Auditor?

If an audit was conducted, how many deficiencies were noted in the last PREA audit?

If there were deficiencies, is there a corrective action plan in place?

○ Yes ○ No

If Yes, has corrective action taken place?

○ Yes ○ No

Reason for not scheduling a PREA audit:

☐ Expense of PREA Audit

☐ Expense of constructions upgrades

☐ Expense of Technology upgrades

☐ Unaware of requirement

☐ Previous PREA audit failure

HEALTH CARE

Intake Screening

Does the facility have a designated health authority with responsibility for health care services?

○ Yes ○ No

Does the facility have policy or procedures for medical, mental health, and dental health screening during intake?

○ Yes ○ No

Do all prisoners undergo medical screening during the initial intake process?

○ Yes ○ No

If 'No', how long after intake does the medical screening occur?

months days

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Does the facility ensure TB testing during the initial intake process?

○ Yes ○ No

If 'No', how long after intake does the TB test occur?

[ ] months [ ] days

Are TB test results provided to the USMS within 14 days?

○ Yes ○ No

If 'No', when were results provided?

[ ] months [ ] days

Do all prisoners undergo mental health screening during the initial intake process?

○ Yes ○ No

If 'No', how long after intake does the mental health screening occur?

[ ] months [ ] days

Do all prisoners undergo dental health screening within 14-days after the initial intake process?

○ Yes ○ No

If 'No', how long after intake does the dental health screening occur?

[ ] months [ ] days

Are all comprehensive medical screening results reviewed by a physician?

○ Yes ○ No

If Yes, how long after intake does this occur?

[ ] months [ ] days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

○ Yes ○ No

If 'No', how long after intake does the appraisal occur?

[ ] months [ ] days

Are intake medical screening records maintained for every prisoner?

○ Yes ○ No

Medical, Dental, and Mental Health

Does the facility have a medical unit staffed 24/7?

○ Yes ○ No

Does the facility employ an on-site mental health professional?

○ Yes ○ No

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Are prisoners with mental health issues identified as part of the vulnerable population?

○ Yes ○ No

Are prisoners with mental health issues referred to qualified mental health professionals?

○ Yes ○ No

Routine, Chronic, and Emergency Health Services

Are all prisoners made aware of the process for requesting health care services?

○ Yes ○ No

Does the facility document receipt and disposition of health care requests by prisoners?

○ Yes ○ No

Does the facility document all health care rendered to prisoners?

○ Yes ○ No

Does the facility document all health care referrals?

○ Yes ○ No

Does the facility document all health care refused by prisoners?

○ Yes ○ No

Does the facility have a policy or procedures for identifying medical emergencies?

○ Yes ○ No

Does the facility provide access to prescription medication?

○ Yes ○ No

Does the facility participate in the National Manged Care Contract (NMCC) and Pharmacy Program?

○ Yes ○ No

Does the facility have an onsite pharmacy?

○ Yes ○ No

Does the facility provide a 7-day supply of prescribed medication upon transfer or release?

○ Yes ○ No

Does the facility document responses to prisoner health care grievances?

○ Yes ○ No

When does the facility respond to health care grievances?

[ ] Days

Response to Medical, Mental and Dental Health Needs

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

○ Yes ○ No

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Are facility staff certified in CPR and basic first aid?

○ Yes ○ No

With the exception of emergencies, does the facility submit a request to the district to request approval for outside medical services?

○ Yes ○ No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

○ Yes ○ No

Suicide Prevention

Does the facility have a suicide prevention program?

○ Yes ○ No

Does the facility document staff training for prisoner suicide prevention?

○ Yes ○ No

Does the facility have procedures for identifying prisoners at risk for suicide?

○ Yes ○ No

Does the facility have procedures for monitoring prisoners at risk for suicide?

○ Yes ○ No

How often are welfare inspections conducted on suicidal prisoners?

☐ Constant Observation ☐ Every 15 mins ☐ Every 30 mins ☐ Every 45 mins ☐ Every hour

☐ More than 1 hour ☐ Never

Does the facility report suicidal gestures, remarks, tendencies, and attempts to the USMS?

○ Yes ○ No

Does the facility provide mental health services to suicidal prisoners?

○ Yes ○ No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

○ Yes ○ No

How many suicidal prisoners were placed in restrictive housing during the rating period?

Prisoner Death

Does the facility have procedures to respond to a prisoner's death?

○ Yes ○ No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

○ Yes ○ No

Does the facility review each prisoner death?

○ Yes ○ No

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Infectious Disease

Does the facility have written plan to address the management and reporting of infectious and communicable diseases?

○ Yes ○ No

Does the plan include:

HIV?	○ Yes	○ No
Tuberculosis?	○ Yes	○ No
Hepatitis?	○ Yes	○ No
Influenza?	○ Yes	○ No
Chlamydia?	○ Yes	○ No
COVID?	○ Yes	○ No
Ebola?	○ Yes	○ No
HPV?	○ Yes	○ No
Salmonella?	○ Yes	○ No
Scabies?	○ Yes	○ No
Zika?	○ Yes	○ No
E. coli?	○ Yes	○ No
Chicken Pox?	○ Yes	○ No

Does the facility report all cases of infectious and communicable diseases to the CDC?

○ Yes ○ No

Does the facility report all cases of infectious and communicable diseases to the USMS?

○ Yes ○ No

Does the facility have an infectious and communicable disease policy or procedures to:

Identify prisoners with infectious and communicable diseases?	○ Yes	○ No
Treat prisoners with infectious and communicable diseases?	○ Yes	○ No
Quarantine prisoners with infectious and communicable diseases?	○ Yes	○ No

Has the facility tested communication with local and federal health authorities?

○ Yes ○ No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

○ Yes ○ No

Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

○ Yes ○ No

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SECURITY AND CONTROL

Correctional Supervision

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

○ Yes ○ No

Does the facility use a minimum of 2 armed officers for prisoners transportation and hospital guarding?

○ Yes ○ No

Are prisoners managed and supervised 24 hours a day, 7 days a week?

○ Yes ○ No

Security Features

Are weekly inspections of all security devices conducted?

○ Yes ○ No

Security Inspections

Do supervisory staff conduct intermittent security sweeps of all areas prisoners occupy?

○ Yes ○ No

Searches and Contraband

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

○ Yes ○ No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

○ Yes ○ No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

○ Yes ○ No

Does the facility have procedures for searching prisoners for contraband after work details?

○ Yes ○ No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

○ Yes ○ No

Prisoner Accountability and Supervision

Does the facility have procedures for physically counting prisoners?

○ Yes ○ No

If Yes, provide number of counts per day

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Use of Force

Does the facility have procedures for use of force?

○ Yes ○ No

Does the facility document every use of force incident?

○ Yes ○ No

Does the facility notify the USMS of every use of force incident involving USMS prisoners?

○ Yes ○ No

Does the facility investigate all use of force incidents?

○ Yes ○ No

Non-routine Use of Restraints

Does the facility have procedures for use of restraints?

○ Yes ○ No

Is the use of restraints on pregnant or postpartum USMS prisoners documented?

○ Yes ○ No

Does the facility report the use of restraints on pregnant or postpartum USMS prisoners?

○ Yes ○ No

Number of pregnant USMS prisoners housed during the period:

[ ]

Key Control

Are keys controlled and inventoried?

○ Yes ○ No

Tools and Culinary Equipment Control

Are tools and culinary equipment controlled and inventoried?

○ Yes ○ No

How many missing items were reported during the rating period?

[ ]

Weapons Control

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

○ Yes ○ No

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Prisoner Handbook and Discipline

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

○ Yes ○ No

Does the prisoner rule/handbook include facility rules and disciplinary procedures for violations?

○ Yes ○ No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

○ Yes ○ No

Does the prisoner rule/handbook include facility rules and disciplinary procedures for violations?

○ Yes ○ No

Restrictive Housing

Does the facility have written procedures for restrictive housing?

○ Yes ○ No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

○ Yes ○ No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

○ Yes ○ No

How many USMS prisoners in the vulnerable population were placed in restrictive housing during the rating period?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

○ Yes ○ No

If Yes, how many USMS prisoners were placed in restrictive housing since the rating period?

How does the facility report restrictive housing to the USMS?

☐ Email ☐ Invoices ☐ Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

○ Yes ○ No

Does the facility notify the prisoner of the reason for restrictive housing?

○ Yes ○ No

Does the facility conduct a disciplinary hearing within 7 days?

○ Yes ○ No

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Criminal Organization
(If needed, use "Other Notes Section" on last page to document more than 3 organizations.)

Does the facility collect criminal organization or security threat group information?

○ Yes ○ No

Name of Criminal Organization	Category (Leave blank)	Organization Level (Leave blank)	OID (Leave blank)

Remarks

Name of Criminal Organization	Category (Leave blank)	Organization Level (Leave blank)	OID (Leave blank)

Remarks

Name of Criminal Organization	Category (Leave blank)	Organization Level (Leave blank)	OID (Leave blank)

Remarks

FOOD SERVICE

Sanitation Requirements

Has the facility been inspected by an external entity within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

○ Yes ○ No

If 'Yes', Date of Inspection

Were any violations identified?

○ Yes ○ No

Have those violations been corrected?

○ Yes ○ No

Was the facility re-inspected to ensure the violations were corrected properly?

○ Yes ○ No

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Adequate and Varied Meals

Does the facility provide 3 meals per day?

○ Yes ○ No

Does the facility provide a minimum of 2 hot meals per day?

○ Yes ○ No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

○ Yes ○ No

Does the facility serve meals that match the approved meal menus?

○ Yes ○ No

Does the facility provide special meals for prisoner religious or medical needs?

○ Yes ○ No

SAFETY AND SANITATION

Fire Safety

Was an annual fire safety inspection conducted by an external entity?

○ Yes ○ No

If 'Yes', Date of Inspection

Were any violations identified?

○ Yes ○ No

Have those violations been corrected?

○ Yes ○ No

Was the facility re-inspected to ensure the violations were corrected properly?

○ Yes ○ No

Control of Dangerous Materials

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

○ Yes ○ No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

○ Yes ○ No

Does the facility receive training on the safe use of each chemical?

○ Yes ○ No

If yes to the above question, is the training documented?

○ Yes ○ No

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Clothing, Laundry and Bedding

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes?

○ Yes ○ No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

○ Yes ○ No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

○ Yes ○ No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

☐ Weekly ☐ Every 2 Wks ☐ Every 3 Wks ☐ Monthly ☐ Every other month ☐ Never

Are exceptions to the laundry schedule made when clothes are soiled?

○ Yes ○ No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

○ Yes ○ No

Are mattresses a minimum of 12 inches from the floor?

○ Yes ○ No

Housing

Are single cells a minimum of 56 square feet?

○ Yes ○ No

Are double cells a minimum of 72.5 square feet?

○ Yes ○ No

Does the facility triple bunk or use boat beds?

○ Yes ○ No

How many times did during the rating period?

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Personal Hygiene

Are toiletries provided to indigent prisoners at no cost?

○ Yes ○ No

Are the following available at no cost:

Soap?	○ Yes	○ No
If No, are all prisoner charged the same fee?	○ Yes	○ No
Toothpaste?	○ Yes	○ No
If No, are all prisoner charged the same fee?	○ Yes	○ No
Razors?	○ Yes	○ No
If No, are all prisoner charged the same fee?	○ Yes	○ No
Shampoo?	○ Yes	○ No
If No, are all prisoner charged the same fee?	○ Yes	○ No
Sanitary Napkins?	○ Yes	○ No
If No, are all prisoner charged the same fee?	○ Yes	○ No
Tampons?	○ Yes	○ No
If No, are all prisoner charged the same fee?	○ Yes	○ No

Do all prisoners have 24-hour access to an operable toilet?

○ Yes ○ No

Do all prisoners have 24-hour access to a washbasin with hot and cold running water?

○ Yes ○ No

Physical Facility and Equipment

Is the facility kept clean and in good repair?

○ Yes ○ No

Is all facility equipment in proper working order?

○ Yes ○ No

Is there any evidence or sign of mold?

○ Yes ○ No

Is there any evidence or sign of insects?

○ Yes ○ No

Is there any evidence or sign of rodents?

○ Yes ○ No

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Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

○ Yes ○ No

SERVICE AND PROGRAMS

Classification, Review, and Housing

Does the facility have a procedure for prisoner classification, placement, and management?

○ Yes ○ No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

○ Yes ○ No

Are all USMS prisoners clearly identified in the facility's classification system?

○ Yes ○ No

Copay and Fees

Are prisoners charged a fee for haircuts?

○ Yes ○ No

If 'Yes', are all prisoners charged the same fee?

○ Yes ○ No

Are prisoners charged a fee for meals?

○ Yes ○ No

If 'Yes', are all prisoners charged the same fee?

○ Yes ○ No

Are prisoners charged a fee for medical co-pay?

○ Yes ○ No

If yes, are all prisoners charged the same fee?

○ Yes ○ No

Religious Practices

Do prisoners have the opportunity to participate in the religious practice of their faith?

○ Yes ○ No

Volunteer Work Assignments

Does the facility allow USMS prisoners to hold a job in the facility?

○ Yes ○ No

Does the facility ensure that un-sentenced USMS prisoners are not required to hold a job in the facility unless they volunteer to do so?

○ Yes ○ No

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Does the facility pay USMS prisoners for services provided during scheduled work hours?

○ Yes ○ No

Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

○ Yes ○ No

Does the facility document all USMS prisoner work assignments?

○ Yes ○ No

Prisoner Grievance Program

Does the prisoner grievance protocol include at least one level of appeal?

○ Yes ○ No

Does the facility document responses and dispositions of prisoner grievances?

○ Yes ○ No

When does the facility respond to the prisoner grievances?

Months [ ] Days [ ]

Juveniles

Does the facility house juveniles? If 'No', move to next section.

○ Yes ○ No

Does the facility have procedures for housing juveniles?

○ Yes ○ No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

○ Yes ○ No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

○ Yes ○ No

Does the facility immediately report restrictive housing of USMS juvenile prisoners?

○ Yes ○ No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

○ Yes ○ No

Exercise and Out-of-Cell Opportunities

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

○ Yes ○ No

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Telephone Access

Do prisoners have adequate access to telephones?

○ Yes ○ No

Access to the Courts and Legal Materials

Do prisoners have access to the courts?

○ Yes ○ No

Do prisoners have access to legal material/law library?

○ Yes ○ No

Access to Legal Representation

Do the prisoners have confidential access to counsel via telephone?

○ Yes ○ No

Do the prisoners have confidential access to counsel via written correspondence?

○ Yes ○ No

Do the prisoners have confidential access to counsel via visitation?

○ Yes ○ No

Visitation

Does the facility have a prisoner visitation program?

○ Yes ○ No

Does the prisoner visiting room have barriers to prevent contact visitation?

○ Yes ○ No

Mail and Correspondence

Can Prisoners send and receive mail?

○ Yes ○ No

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CONCLUSION

Other Notes

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Additional Points of Contact

Title	Name		
Type of Contact	**Phone Number**	**Extension**	**Email Address**

Title	Name		
Type of Contact	**Phone Number**	**Extension**	**Email Address**

Title	Name		
Type of Contact	**Phone Number**	**Extension**	**Email Address**

Detention Facility Review (DFR) Acknowledgment

I acknowledge that I have completed DFR training within the last 365 days and I have a current USM-222, Additional Duty Designation, designating me as a Detention Facility Reviewer.

Detention Facility Reviewer	Title	Date

SDUSM	Title	Date

CDUSM/USM	Title	Date

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Fayette County Jail

254 McClellandtown Rd
Uniontown Pa 15401

Policy:	Effective:	Revised:	Reviewed:
INMATE GOOD TIME		Approved by:	

General

Good Time is compensation in the form of a reduction of an inmate's minimum sentence, received in return for good behavior, cooperation, and full adherence to the Good Time eligibility guidelines outlined in this policy.

Procedure

1. **Eligibility**

   To be eligible for Good Time, an inmate lodged in the Fayette County Jail must:

   - Be sentenced to a Fayette County sentence by a Fayette County Judge or District Justice and not having been found guilty of any misconduct that would disqualify them from being released early.

   Inmates are ineligible when:

   - Serving a sentence of less than thirty (30) days.
   - Serving a mandatory sentence.
   - Serving a Fayette County Probation or Parole Revocation Sentence.
   - Serving a sentence that is subject to the Pennsylvania State Parole Board authority, a federal authority, or a family court *contempt for nonpayment of support.*
   - Specifically, and individually prohibited from participation in the Good Time program, through records by a judge or district justice.
   - Serving a sentence imposed in a case originating within the Fayette County Prison.

2. **Days Earned**

   - An inmate will receive five (5) days of earned time for every thirty (30) days of sentenced time.

   - An inmate that is compliant with the requirements of I.G.N.I.T.E., be that working to fulfill I.G.N.I.T.E.'s entry prerequisites, acceptance, and participation into I.G.N.I.T.E., or having completed an I.G.N.I.T.E. session, shall be eligible for an additional two (2) days of earned time for every 30 days of sentenced time.

3. **Loss of Earned Time**

   If an inmate is found guilty of any major misconduct, the inmate will lose all accumulated earned Good Time. If an inmate is found guilty of a minor misconduct, the situation will be evaluated whether to revoke Good Time considering the recommendation of the jail's Disciplinary Adjustment Committee.

4. **Submittance**

   A month prior to the Inmates 's eligibility date, the jail will review the inmate's adherence to preceding guidelines and submit the Good Time notification letter to the Fayette County Adult Probation office for final evaluation.