1. Agreement Number ODT-10-0001	2. Effective Date 9/1/2010	3. Facility Code(s) 2BP	4. DUNS Number 879016178
5. Issuing Federal Agency U.S. Department of Justice Office of the Federal Detention Trustee 4601 N. Fairfax Drive, Suite 910 Arlington, Virginia 20530		6. Local Government Maryland Department of Public Safety and Correctional Services (DPSCC) Maryland Correctional Adjustment Center (MCAC) 401 E. Madison Street Baltimore, Maryland 21202 TAX ID# 52-6002033	
7. Appropriation Data		8. Local Contact Person David Bezanson, Assistant Secretary	
		9. Tel: (410) 339-5068 Fax: Email: dbezanson@dpscs.state.md.us	
Services		**Number of Federal Beds**	**Per-Diem Rate**
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. Male: 478 Female: 22 (Estimated Federal Beds)	12. See Page #19
13. Optional Guard/Transportation Services: ☒ Medical Services ☒ U.S. Courthouse		14. See Page #19 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. 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 of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.*		16. Signature of Person Authorized to Sign (Local) Gary D. Maynard 9-27-2010 Signature Gary D. Maynard Name Secretary, DPSCC Title Date	
17.Prisoner and Detainee Type Authorized ☒ Adult Male ☒ Adult Female ☐ Juvenile Male ☐ Juvenile Female ☐ ICE Detainees	18. Other Authorized Agency User ☐ BOP ☐ ICE	19. Signature of Person Authorized to Sign (Federal) 9/21/10 Signature Scott P. Stermer Name Assistant Trustee for Procurement, OFDT Title Date	

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A.1 Background

Federal detention is a large component of criminal and immigration case processing by the U.S. Marshals Service (USMS) and, U.S. Immigration and Customs Enforcement (ICE), Department of Homeland Security (DHS). Law enforcement initiatives and increases in illegal immigration to the United States have created a complex detention program that the Department of Justice (DOJ) must effectively manage with available detention resources or acquire additional resources to meet increasing demands.

In response to the increasing concern regarding federal detention, the Office of the Federal Detention Trustee (OFDT) was established by a Congressional directive to exercise all power and functions authorized by law relating to the detention of federal prisoners and illegal aliens. Accordingly, OFDT leads the development of DOJ detention policy and manages federal detention resources to maximize available detention space.

Currently, non-federal detention bed space for federal detainees and prisoners is acquired through Intergovernmental Agreements (IGA's), where a daily rate is paid to state and local governments, and facility-specific contracts with private service providers. The Department of Justice Appropriations Act for 2001 (Public Law 106-553) is designed to allow for the use of non-traditional contract vehicles when acquiring detention and other related services. This authority states:

"Sec. 119 - Notwithstanding any other provision of law, including section 4(d) of the Service Contract Act of 1965 (41 U.S.C. 353(d)), the Attorney General hereafter may enter into contracts and other agreements, of any reasonable duration, for detention or incarceration space or facilities, including related services, on any reasonable basis."

In an effort to operate in the most effective way and receive the maximum benefit of Section 119 to meet the Government's current and future goals, and acquire additional resources, OFDT desires to award an Agreement to the Maryland Department of Public Safety and Correctional Services (hereby referred to as DPSCS) for detention services at the Maryland Correctional Adjustment Center (MCAC) in Baltimore, Maryland.

A.2 Services Required

DPSCS will provide, by the terms and conditions identified in this agreement, all necessary personnel, equipment, materials, supplies, and services for the management of comprehensive detention services, which include, but are not limited to, security, medical services, food service, safety, and sanitation. Additionally the facility shall have sound proof rooms to accommodate video conferencing that permit prisoners and their attorneys to communicate in a secure manner which preserve the confidentiality of the attorney-client relationship.

These comprehensive detention services shall provide for the safe, secure, and humane confinement for male and female population principally consisting of prisoners or

detainees charged with federal offenses' and detained while awaiting trial or sentencing. Services are to be provided at the MCAC, Baltimore, Maryland.

Performance shall be in accordance with the most current editions of the Federal Performance-Based Detention Standards (FPBDS), Performance-Based Detention Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails (current edition). DPSCS shall obtain NCCHC accreditation within 36 months of NTP and shall maintain continual compliance with all ACA and NCCHC standards and supplements during the performance of the agreement, unless otherwise specified by the USMS. Once full accreditation has been obtained, DPSCS shall maintain this accreditation throughout the life of the agreement.

All services and programs shall comply with this Performance Work Statement (PWS); the U.S. Constitution; all applicable federal, state, and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders and Consent Decrees. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. DPSCS shall comply with DOJ and/or USMS regulation, Congressional mandate, federal law or E.O. and all existing DPSCS polices. Should the government invoke such changes, and the State retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the order.

DPSCS will:

- Provide a means for verification of their credentials and NCCHC accreditation.
- Operate in full and complete compliance of the Federal Performance-Based Detention Standards as defined. Those standards are available at http://www.usdoj.gov/ofdt/index.html.
- Operate in full complete compliance with Maryland laws and regulations.
- DPSCS will ensure that all employees and contractors comply with their policies regarding employment suitability and background clearances and that any violations of DPSCS Standards of Conduct are investigated and adjudicated appropriately and promptly.

A.2.1 Standard Receiving and Discharge of Maryland Federal Prisoners/Detainees

DPSCS agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials and shall not relocate a federal detainee from one facility under its control to another without the permission of the Federal Government.

DPSCS shall only release federal prisoners/detainees only to law enforcement officers of the Federal Government agency initially committing the detainee (i.e., DEA, ICE, etc.) or to a Deputy United States Marshal (USM). Those detainees who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

Federal prisoners detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the Federal Government.

A.2.2 Records Management

All records related to order performance should be retained in a retrievable format for the duration of the order. Except as otherwise expressly provided in this PWS, DPSCS shall, upon completion or termination of the resulting order, transmit to the Government any records related to performance of the order.

DPSCS shall comply with all Maryland statutes, regulations, and guidelines for the maintaining of records.

A.2.3 Indemnification

DPSCS shall protect, defend, indemnify, save, and hold harmless the United States Government, the DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of DPSCS, its agents, sub-contractors, employees, assignees, or any one for whom DPSCS may be responsible to the extent permitted by Maryland law, includes but not limited to the Maryland Tort Claims act. DPSCS shall also be liable for any and all costs, expenses, and attorneys' fees incurred as a result of any such claim, demand, and cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government, the DOJ and its employees or agents. DPSCS's liability shall not be limited by any provision or limits of insurance set forth in the resulting order.

In awarding this agreement, the Government does not assume any liability to third parties, nor will the Government reimburse DPSCS for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the order or any suborder under this order.

DPSCS shall be responsible for all litigation, including the cost of litigation brought against it, its employees or agents for alleged acts or omissions. The Contracting Officer shall be notified in writing of all litigation pertaining to this order and be provided copies of any pleadings filed or said litigation within five (5) working days of receipt of service.

DPSCS shall cooperate with government legal staff and/or the United States Attorney regarding any requests pertaining to federal or State litigation.

A.2.4 Transportation

DPSCS is responsible for the movement/transportation of prisoners designated to the institution as requested in writing by the United States Marshals Service (USMS). Examples of circumstances requiring prisoner movement/transportation include, but are *not limited to: outside medical care; transfer or movement to/from other Government* facilities; and airlift sites. The States' transportation procedures shall ensure staff and prisoner security and safety. The State shall utilize restraint equipment identical to the USMS when one-for-one equipment exchange is required (e.g., airlifts).

Transportation and escort guard services will be performed by at least two (2) armed qualified detention or correctional officer personnel employed by DPSCS under their policies, procedures, and practices. DPSCS agrees to augment such practices as may be requested by the USMS to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

DPSCS shall establish procedures for the disposition of prisoner/detainee property/funds upon final transfer from the facility. DPSCS shall establish procedures to allow prisoner/detainee one set of clothes that he/she is wearing at time of final transfer from the facility. DPSCS shall ensure that prisoner/detainee transport clothing provided is properly fitted, climatically suitable, durable and presentable. These procedures shall be approved in writing by the USMS.

Specific services DPSCS agrees, upon request of the USMS in whose custody a prisoner is held, to provide:

1) *Transportation and escort guard services for federal prisoners housed at their* facility to and from a medical facility for outpatient care ***(within fixed-payment);***

2) Transportation and stationary guard services for federal prisoners admitted to a medical facility ***(Outside fixed-payment; Paid on a per-hour basis for Guard Service)***;

3) Transportation and escort guard services for federal prisoners/detainee housed at the facility are transported to and from the U.S. Courthouses in Baltimore and Greenbelt, Maryland ***(within fixed-payment);***

4) And, the Justice Prisoner and Alien Transportation (JPATS) airlift site Harrisburg, Pennsylvania ***(Outside fixed-payment; Paid on a per-hour basis for Guard Service)***;

A.2.5 Medical Services

Provide sufficient on-site medical coverage to accomplish the deliverables listed below while containing costs, with an understanding that MCAC's proximity to other DPSCS facilities allows the medical provider to provide certain coverage, care and relief using staff from nearby institutions.

Specifically, the goal is to provide these services on-site:

- Initial (intake) medical screening of new admissions including administration and reading of PPD tests
- Health appraisals (physicals) within the 14 day requirement after intake
- 24 hour/ 7 day basic care to respond to emergent situations and distribute medications
- Sick call Monday through Friday days
- Chronic care clinics when needed

Intake screening needs to be available for short periods of time between 2:00pm and 8:00pm Monday through Friday. The number of prisoners requiring intake screening daily will usually not exceed five. Additionally intake screening is needed for larger groups of up to 25 on Wednesdays at 9am and Thursday at 6am. No weekend screenings are needed.

DPSCS is financially responsible for all medical treatment provided to federal detainees within the facility. DPSCS shall provide either through its staff or contractors the full range of medical care required within the facility including dental care, mental health care, pharmaceuticals, and record keeping, as necessary to meet the essential standards of the National Commission of Correctional Health Care's Standards for Health Services for Prisons (current edition). DPSCS shall be responsible for the cost of necessary outside medical treatment and will provide adequate staffing to ensure there is 24 hour medical coverage daily.

In the event of an emergency, DPSCS shall proceed immediately with necessary medical treatment. In such event, DPSCS shall notify the USMS Maryland immediately regarding the nature of the federal detainee's illness or injury and type of treatment provided.

The facility shall have in place an adequate infectious disease control program, which includes testing all prisoners at the facility for Tuberculosis (TB) as soon as possible upon intake (not to exceed 14 days) and read within 72 hours. TB testing shall be accomplished in accordance with the latest CDC Guidelines and the results documented on the federal detainee's medical record. DPSCS shall immediately notify the USMS of any cases of suspected or active TB so that any scheduled transports or production can be delayed until a physician verifies the federal detainee's TB status. (Refer to USMS Directive: 9.4 Prisoner Healths– Prisoner Airborne Pathogen Control)

When a federal detainee is being transferred and/or released from the facility, he will be provided with a seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee.

If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal detainee is moved.

A.2.5a Prisoner Rape Elimination Act (PREA)

The facility is required to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All prisoners or detainees have a right to be safe and free from sexual harassment and sexual assaults. The facility shall include the Prisoner Rap Elimination Act information in their handbooks and orientations at the Maryland Correctional Adjustment Center (MCAC) in Baltimore, Maryland. (Refer to: Prisoner Rape Elimination Act)

A.2.6 Contacts and Incident Reporting

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. DPSCS's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and DPSCS responses, specifically related to a detainee, shall be made part of the detainee's file.

DPSCS shall notify the COTR (with copy to the CO) when a member of the United States Congress or the media requests information or requests to visit the facility. DPSCS shall coordinate all public information related issues with the COTR. All press statements and releases shall be cleared, in advance, with the COTR.

The State, their employees, agents, or sub-contractors shall not release any information regarding the facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or other matter related to the contract shall immediately be referred to the USMS. DPSCS shall immediately notify the USMS of any incident where they believe information was released by their employee, agent, or sub-contractor related to a USMS' matter. DPSCS shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

DPSCS shall immediately report all criminal activity related to the performance of this contract to the USMS, who shall contact the appropriate law enforcement investigative agency. DPSCS shall immediately report all serious incidents to the COTR. Serious

incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, sexual assault/abuse, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force, assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; full or partial lockdown of the facility; escape; any security breaches weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents if a detainee is in the vehicle.

DPSCS shall provide a safe, secure, and humane environment for alleged victims of sexual assaults and detainees undergoing mental health treatment for sexual assault. The Government may investigate any incident pertaining to performance of this contract. DPSCS shall cooperate with the Government on all such investigations.

A.2.7 Detainee Work Program

Detainee labor shall be used in accordance with the detainee work plan developed by DPSCS and approved by the USMS. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. USMS' detainees may not be required to work. USMS' detainees may volunteer to work within the secure confines of the contract facility if they sign a waiver of their right not to work. USMS detainees 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. USMS' detainees are not permitted to act as Trustees and they may not work in positions that permit unsupervised contact with segregated prisoners or detainees of the opposite sex. The USMS' detainees are restricted from operating equipment that may expose the 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. USMS detainees will not have access to prisoner or employee records. In addition, the State will ensure that detainees who volunteer to work are denied access to prescription medications. USMS detainees must obtain required medical clearances before working in the food service areas. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. Detainees shall not be used to perform the responsibilities or duties of an employee of DPSCS. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees 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.

Volunteer prisoner/detainee workers can be paid the identical rates of pay as DPSCS inmates.

USMS prisoner/detainees 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 USMS' detainees keep their living areas clean (FPBDS Services and Programs Section – G.3 & G.4.).

A.3 Quality Control Management

DPSCS is responsible for management and quality control actions necessary to meet the quality standards set forth in this Delivery Order. In compliance with the Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed Price, DPSCS must provide a Quality Control Plan (QCP) to the Contracting Officer no later than 60 days after award.

The plan must include:

1) A description of the methods to be used for identifying and preventing defects in the quality of service performed;

2) A description of the records to be kept to document inspections and corrective or preventive actions taken;

3) Records of inspection that must be kept and made available to the Contracting Officer, when requested, through the order performance period and for the period after order completion until final settlement of any claims under this order.

A.4 Quality Assurance

The Government quality assurance is comprised of the various functions, including inspection, performed by the Government to determine whether a provider has fulfilled its order obligations pertaining to quality. The Government's QA program is not a substitute for quality control by the provider.

Each phase of the services rendered under this order is subject to Government inspection both during DPSCS's operations and after completion of the tasks. When DPSCS advised of any unsatisfactory condition(s), DPSCS shall submit a written report to the CO addressing corrective/preventive actions taken. The Contracting Officer's Technical Representative (COTR) may check DPSCS's performance and document any non-compliance, but only the CO may take formal action against DPSCS for unsatisfactory performance.

The COTR will be designated subsequent to order award and a delegation of COTR duties and authority will be furnished to DPSCS. The Government may reduce DPSCS's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in Contractor's Failure to Perform Required Services. The

Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

A.4.1 Inspection Clause

Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

This agreement is incorporates Federal Acquisition Regulation (FAR) clause 52.246-4 Inspection of Services—Fixed-Price:

INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

A.5 Performance Reviews

In accordance with the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based Acquisition, the Government must have a method of assessing contractor performance against performance standards. Further, the order provides procedures for reductions to the price of a fixed-price order when services are not performed or do not meet order requirements. This Performance Summary establishes the performance level required by the Government to meet the order requirements.

The following methods of surveillance may be used in the assessments of order performance:

A) **Systematic**: These reviews will be scheduled inspections focusing on a specific discipline. Assessments may be performed by Government monitors or by other parties designated by the Government.

B) **Ad-Hoc**: These reviews will be conducted as a result of special interests arising from routine monitoring of the contractor's quality control system an unusual occurrence pertaining to the order or other Government concerns.

A.6 Performance Ratings

The service requirements are divided into various disciplines, each of which has a number of key functions. Successful performance of a key function is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall order requirement. Reductions in order price will be based on these percentages applied to the overall monthly invoice.

At the conclusion of any review, a report will be written and an adjectival rating of contractor performance within each discipline will be assigned. The following rating system will be used:

Excellent: The program conforms to the FPBDS in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the FPBDS in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard: deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the FPBDS. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the FPBDS. Internal controls are weak, resulting in serious deficiencies in one or more areas. The level of performance in the aggregate fails to meet the performance standards: deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the FPBDS and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards: deficiencies require immediate corrective actions.

A.7 Performance Matrix

This Performance Matrix serves to communicate what the Government intends to qualitatively inspect. The matrix identifies:

A. Each service requirement and the key functions essential to successful performance of each order requirement;

B. Define the minimum performance rating acceptable for each order requirement; and

C. Specify the maximum percentage of total order value attributable to each order requirement.

Administration and Management

Objective - Addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.

Value: 20%
Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(A.1)	Policy Development and Monitoring
(A.2) (K.1)	Internal Inspections and/or Reviews
(A.3)	Detainee Records
(A.4)	Admission and Orientation
(A.5) (K.2)	Personal Property and Monies
(A.6) (K.3)	Detainee Release
(A.7)	Accommodations for the Disabled

Health Care

Objective - Addresses the policies and procedures for administering quality health care by licensed personnel; maintaining accurate health information data; timely health screening, treatment, program intervention and follow-up of all cases; access to routine, acute chronic, and emergency health services, response to medical, mental and dental health needs of detainees; suicide prevention; infectious disease; hunger strikes; and detainee death.

Value: 15%
Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(B.1)	Intake Health Screening
(B.2) (K.4)	Medical, Dental, and Mental Health Appraisals
(B.3) (K.5)	Access to Routine, Acute Chronic, and Emergency Health Services
(B.4)	Experimental Research
(B.5)	Response to Medical, Mental, and Dental Health Needs
(B.6)	Suicide Prevention
(B.7)	Detainee Hunger Strikes
(B.8)	Detainee Death
(B.9)	Informed Consent/Involuntary Treatment
(B.10)	Infectious Disease

Security and Control
Objective - Addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline.

Value: 20%
Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(C.1)(K.6)	Post Orders
(C.2)	Permanent Logs
(C.3) (K.7)	Security Features
(C.4) (K.8)	Security Inspections and/or reviews
(C.5)	Control of Contraband
(C.6)	Detainee Searches
(C.7)	Detainee Accountability and Supervision
(C.8)	Use of Force
(C.9)	Non-routine Use of Restraints
(C.10)	Tool & Equipment Control
(C.11)	Weapons Control
(C.12)	Detainee Discipline
(C.13)	Supervision for Special Housing
(C.14)(K.9)	Contingency/Emergency Plan

Food Service
Objective - Address basic sanitation procedures and the adequacy of meals provided to detainees.

Value: 15%
Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(D.1) (K.10)	Sanitation Requirements
(D.2) (K.11)	Ensure Meals are Varied
(D.3)	Special Diets

Staff and Detainee Communication
Objective - Address opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training.

Value: 5%
Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(E.1) (K.12)	Staff-Detainee Communication
(E.2)	Diversity Training
(E.3)(K.13)	Detainee Grievances

Safety and Sanitation

Objective - Addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding.

Value: 5%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(F.1)	Fire Safety
(F.2)	Non-Hazardous Furnishings
(F.3)	Control of Dangerous Materials
(F.4)	Environmental Control
(F.5) (K.14)	Clothing and Bedding
(F.6)	Personal Hygiene/Well-being
(F.7) (K.15)	Physical Facility and Equipment

Services and Programs

Objective - Addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.

Value: 15%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(G.1) (K.16)	Classification, Review, and Housing
(G.2) (K.17)	Religious Practices
(G.3)	Volunteer Work Assignments
(G.4)	Work Assignments and Security
(G.5)	Exercise and Out-of-Cell Opportunities
(G.6)	Legal Materials
(G.7) (K.18)	Legal Representation
(G.8)	Telephone Access
(G.9)	Visitation Privileges
(G.10)(K.19)	Detainee Mail and Correspondence

Workforce Integrity

Objective - Address the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.

Value: 2.5%

Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(H.1)	Staff Background and Reference Checks
(H.2)	Staff Training, Licensing, and Credentialing
(H.3)	Staff Misconduct

Detainee Discrimination
Objective – Address the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.

Value: 2.5%
Minimum Successful Performance Rating: Acceptable

FPBDS Section	Standard
(I.1)	Discrimination Prevention

A.8 Contact for Agreement Administration

DPSCS shall designate a person to serve as the order administrator for the requirement. The order administrator is responsible for overall compliance with order terms and conditions. DPSCS's designation of representatives to handle certain functions under this order does not relieve the order administrator of responsibility for order compliance.

Name	**Mike Stouffer**
Title	Commissioner Maryland Division of Correction
Address	6776 Reisterstown Road Suite 310 Baltimore Maryland
Zip Code	21215-2342
Telephone	410-585-3301(O) 443-423-2536 (C)
FAX	410-764-4182
E-Mail Address	jstouffer@dpscs.state.md.us

A.9 Financial Provisions

A.9.1 Service Contract Act

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

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current State of Maryland wage rates shall be the prevailing wages unless notified by the Federal Government.

A.9.2 Price Schedule

The Agreement establishes a fixed annual price, paid monthly, for the providing of comprehensive detention services will serve an estimated population of 500 prisoners principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

A Fixed Monthly Payment (annual price divided by 12) established by this Agreement is considered a firm-fixed-price and is not subject to adjustment on the basis of the State's actual cost experience in providing the service. The Agreement will be fixed-price with economic price adjustment which will provide for upward and downward revision of the stated Agreement price upon the occurrence of specified contingencies.

The Fixed Monthly Payment will be re-determined upward or downward based on changes in the Consumer Price Index for All Urban (Washington-Baltimore, DC-MD-VA-WV), as reported by the BLS, over the proceeding twenty-four months. Program data and summary statistics are available on the BLS web site, located at http://www.bls.gov/cpi/home.htm#overview.

Price re-determination periods: For the purpose of price re-determination, performance of this Agreement is divided into successive periods. The first period shall extend from the date of the Agreement to July 1, 2012 and the second and each succeeding period shall extend for 24 months from the end of the last preceding period. The first day of the second and each succeeding period shall be the effective date of price re-determination for that period. The re-determined price will issue by the Government as unilateral modification, no later 15 days prior to end of the period.

Base CPI, All Urban (Washington-Baltimore, DC-MD-VA-WV)

May 2010 – 142.025.

Fixed Monthly Payment September 2010 to June 30 2011: $1,879,929.40
Fixed Monthly Payment July 1, 2011 to June 30 2012: $1,829,929.40

Transportation and Medical Guard Service

All transportation services **except** for Court Transportation and Medical Appointment will be invoiced and reimbursed on an hourly rate basis listed below.

Hourly Rate: $33.35

All transportation mileage, to include Court and Medical Appointment, will be reimbursed at the approved GSA POV Mileage Reimbursement. The rate can be located at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=9646

A.9.3 Invoice and Payment

DPSCS shall prepare and submit for certification and payment, original and separate invoices each month to the USMS District of Maryland. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, *his* specific dates of confinement, the total days to be paid, the appropriate per diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed, along with the name, title, complete address and telephone number of the official responsible for invoice preparation. The invoice shall be submitted to the COTR at the address listed below must include:

- Name and address of DPSCS;
- Invoice date and number;
- Order number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration.

The invoice shall be sent to:

USMS District of Maryland
6115 U.S. Courthouse
101 W. Lombard Street
Baltimore, Maryland 21201

The Government will make payments to DPSCS on a monthly basis, promptly after receipt of an appropriate invoice.

A.10 Modification and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

A.11 Termination

This Agreement shall terminate after fifteen (15) calendar years from September 1, 2010 to August 30, 2025; any Termination prior to completion of the 15 years shall be governed by Cooperative Agreement #ODT-10-0001 (Breach/Termination).

A.12 Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within 5 working days of the filing.

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