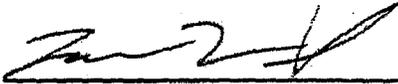
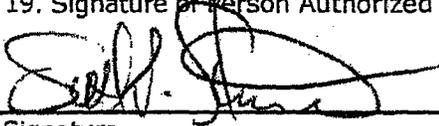


1. Agreement Number ODT-10-0002	2. Effective Date See Block 19.	3. Facility Code(s) 8KL	4. DUNS Number 159734151
5. Issuing Federal Agency U.S. Department of Justice Office of the Federal Detention Trustee 4601 N. Fairfax Drive, Suite 910 Arlington, Virginia 20530		6. Local Government California City 21000 Hacienda Ave California City, California 93505 TAX ID# 62-1806755	
7. Appropriation Data		8. Local Contact Person Tom Well, City Manager	
		9. Tel: (760) 373-7170 Fax: (760) 373-7532 Email: citymgr@californiacity.com	
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: 2,276 Female: 256 (Estimated Federal Beds)	12. See Page #18
13. Optional Guard/Transportation Services: <input checked="" type="checkbox"/> Medical Services <input checked="" type="checkbox"/> U.S. Courthouse		14. Guard Hour Rate: \$53.03 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the governing of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>		16. Signature of Person Authorized to Sign (Local)  Signature Tom Well Name City Manager, California City Title 09/21/10 Date	
17. Prisoner and Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> ICE Detainees	18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)  Signature Scott P. Stermer Name Assistant Trustee for Procurement, OFDT Title 9/23/10 Date	

A.1	Background.....	3
A.2	Services Required	3
A.2.1	Standard Receiving and Discharge of Prisoners/Detainees	4
A.2.2	Records Management	5
A.2.3	Indemnification	5
A.2.4	Transportation	5
A.2.5	Medical Services	7
A.2.5a	Prisoner Rape Elimination Act (PREA).....	8
A.2.6	Contacts and Incident Reporting	8
A.2.7	Detainee Work Program.....	9
A.3	Quality Control Management	10
A.4	Quality Assurance.....	10
A.4.1	Inspection Clause	11
A.5	Performance Reviews	12
A.6	Performance Ratings.....	12
A.7	Performance Matrix	13
A.8	Contact for Agreement Administration	17
A.9	Financial Provisions.....	17
A.9.1	Service Contract Act	17
A.9.2	Price Schedule	18
A.9.3	Invoice and Payment	18
A.10	Modification and Disputes	19
A.11	Termination.....	19
A.12	Litigation.....	20
	Prisoner Rape Elimination Act Reporting Information	21

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 (IGAs), 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 California City for detention services at the California City Correctional Center.

A.2 Services Required

California City 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 California City.

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. California City shall maintain American Correctional Association (ACA) and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) 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. California City shall comply with DOJ and/or USMS regulation, Congressional mandate, federal law or E.O. and all existing California City policies.

California City will:

- Provide a means for verification of their ACA and JCAHO accreditation.
- Operate in full and complete compliance of the Federal Performance-Based Detention Standards as defined. Those standards are available at <http://www.justice.gov/ofdt/major-activities.htm>
- Operate in full complete compliance with California laws and regulations.
- California City will ensure that all employees and contractors comply with their policies regarding employment suitability and background clearances and that any violations of California City Standards of Conduct are investigated and adjudicated appropriately and promptly.

A.2.1 Standard Receiving and Discharge of Prisoners/Detainees

California City 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.

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

A.2.3 Indemnification

California City 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 California City, its agents, sub-contractors, employees, assignees, or any one for whom California City may be responsible. California City 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. California City's liability shall not be limited by any provision or limits of insurance set forth in the resulting agreement.

In awarding this agreement, the Government does not assume any liability to third parties, nor will the Government reimburse California City 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 agreement or any subagreement under this agreement.

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

California City is responsible for the movement/transportation of prisoners designated to the institution as requested in writing by the USMS as specified below. 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. California City's transportation procedures shall ensure staff and prisoner security and safety. California City 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 [REDACTED] qualified detention or correctional officer personnel under applicable policies, procedures, and practices. California City agrees to augment such practices as may be requested by the USMS to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

b7E

California City shall establish procedures for the disposition of prisoner/detainee property/funds upon final transfer from the facility. California City shall establish procedures to allow prisoner/detainee one set of clothes that he/she is wearing at time of final transfer from the facility. California City 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, California City 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 per-day rate);
- 2) Transportation and stationary guard services for federal prisoners admitted to a medical facility (outside per-day rate; paid on a per-hour basis for Guard Service);
- 3) Transportation and escort guard services for federal prisoners/detainees housed at the facility are transported to and from the San Diego Courthouse four times a week (within per-day rate);
- 4) And, the Justice Prisoner and Alien Transportation (JPATS) airlift site in Victorville, CA (outside per-day rate; paid on a per-hour basis for Guard Service);
- 5) Transportation and escort guard services for federal prisoners once a week from the California City Correctional Center to the Nevada Southern Detention Center in Pahrump, Nevada (within per-day rate).

A.2.5 Medical Services

Provide sufficient on-site medical coverage to accomplish the deliverables listed below while containing costs, with an understanding that California City Correctional Center's proximity to other California 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.

California City is financially responsible for all medical treatment provided to federal detainees within the facility. California City 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 standards of the JCAHO. California City shall not be responsible for the cost of necessary outside medical care or treatment. The USMS shall be responsible for the cost of necessary outside medical care or treatment.

In the event of an emergency, California City shall proceed immediately with necessary medical treatment. In such event, California City shall notify the USMS Contracting Officer's Technical Representative (COTR) 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 Center for Disease Control (CDC) Guidelines and the results documented on the federal detainee's medical record. California City 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 Health– Prisoner Airborne Pathogen Control)

When a federal detainee is being transferred and/or released from the facility, he will be provided with 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 (PREA) 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 PREA information in their handbooks and orientations at the California City (Refer to Attachment: Prisoner Rape Elimination Act Information).

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. California City'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 California City responses, specifically related to a detainee, shall be made part of the detainee's file.

California City 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. California City shall coordinate all public information related issues with the COTR. All press statements and releases shall be cleared, in advance, with the COTR.

California City, 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. California City 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. California City 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.

California City 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. California City 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.

California City 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. California City 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 California City 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. The 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. 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 California City. 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 other California City 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

California City is responsible for management and quality control actions necessary to meet the quality standards set forth in this agreement. In compliance with the FAR Clause 52.246-4, Inspection of Services-Fixed Price, California City must provide a Quality Control Plan (QCP) to the CO 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 agreement performance period and for the period after agreement completion until final settlement of any claims under this agreement.

A.4 Quality Assurance

The Government quality assurance (QA) is comprised of the various functions, including inspection, performed by the Government to determine whether a provider has fulfilled its agreement 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 agreement is subject to Government inspection both during California City's operations and after completion of the tasks. When California City is advised of any unsatisfactory condition(s), California City shall submit a written report to the CO addressing corrective/preventive actions taken. The COTR may check California City's performance and document any non-compliance, but only the CO may take formal action against California City for unsatisfactory performance.

The COTR will be designated subsequent to agreement award and a delegation of COTR duties and authority will be furnished to California City. The Government may reduce California City'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 incorporates 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 agreement provides procedures for reductions to the price of a fixed-price agreement when services are not performed or do not meet agreement requirements. This Performance Summary establishes the performance level required by the Government to meet the agreement requirements.

The following methods of surveillance may be used in the assessments of agreement 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 agreement 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 agreement requirement. Reductions in agreement 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 agreement requirement;
- B. Define the minimum performance rating acceptable for each agreement requirement; and

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

<p><u>Administration and Management</u> <i>Objective</i> - 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.</p> <p>Value: 20% Minimum Successful Performance Rating: Acceptable</p>	
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
<p><u>Health Care</u> <i>Objective</i> - 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.</p> <p>Value: 15% Minimum Successful Performance Rating: Acceptable</p>	
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
<p><u>Security and Control</u> <i>Objective</i> - 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.</p> <p>Value: 20% Minimum Successful Performance Rating: Acceptable</p>	

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	
<i>Objective</i> - 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	
<i>Objective</i> - 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	
<i>Objective</i> – 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

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

Name	Tom Weil
Title	California City City Manager
Address	21000 Hacienda Avenue California City, California
Zip Code	93505
Telephone	(760) 373-7170
FAX	(760) 373-7532
E-Mail Address	<u>citymgr@californiacity.com</u>

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 California City, California wage rates shall be the prevailing wages unless notified by the Federal Government.

A.9.2 Price Schedule

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

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

The firm-fixed per-diem rate for services is \$77.50, and shall not be subject to adjustment on the basis of California City actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for 36 months. The per-diem rate covers the support of one federal detainee per “federal detainee day”, which shall include the day of arrival, but not the day of departure.

After 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on DSNetwork will be required before a new per-diem rate can be considered.

A.9.3 Invoice and Payment

California City shall prepare and submit for certification and payment, original and separate invoices each month to the USMS Southern District of California. 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 California City;
- Invoice date and number;
- Agreement 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 Southern District of California

Address: Edward J. Schwartz Courthouse
U.S. District Court
Southern District of CA
940 Front Street
San Diego, CA 92101-8900

The Government will make payments to California City on a monthly basis, promptly pursuant to the Prompt Payment Act 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 or by either party upon one-hundred and eighty days (180) advanced written notice to the other party. Within 180 days of the giving, or receipt, of such notice the USMS shall retake custody of all prisoners(s) transferred to the California City under this Agreement. The City of California City agrees to consult with the USMS and OFDT at least 90-days prior to any action(s) to terminate to allow sufficient time to prepare for loss and replacement of services.

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.

Prisoner Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains,

medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the Federal Detention Trustee
Washington, DC

Published February 2008