

HERTFORD COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
COMMISSIONER'S CHAMBERS/MULTI-PURPOSE ROOM – JUDICIAL CENTER

Thursday, February 25, 2021 – 11:30 AM

Present: Com. Ronald J. Gatling, Chairman, Com. John D. Horton,
Vice-Chair Com. Leroy Douglas, Com. Andre' Lassiter,

Absent: Com. William F. Mitchell, Jr.

Also Present with the Board: Mr. David B. Cotton, County Manager, Dr. Renee
Fleetwood, Clerk to the Board, Attorney Charles L Revelle,
III, County Attorney

Attorney Maria Jones, Revelle & Lee, LLP

Also present: Mr. John Oliver, Rivers Correctional Institute Vice-President and Mr. Brick Tripp,
Warden, Rivers Correctional Institute.

Chairman Ronald J. Gatling called the Special Called Meeting to order at 11:30AM,
and provided the Invocation.

CLOSED SESSION

On a motion by Vice-Chair John D. Horton and a second by Com. Andre' Lassiter, the Board
unanimously approved to move to Closed Session as allowed under NCGS § 143-318.11(a)(3) to
consult with the County Attorney.

Minutes of Closed Session are on file in the Office of the Clerk to the Board.

On a motion by Com. Lassiter and a second by Com. Douglas the Board unanimously
approved to return to the Regular session.

**REQUEST CONSIDERATION OF A PROPOSED SERVICES CONTRACT WITH THE
GEO GROUP, INC. AND B. PROPOSED INTERGOVERNMENTAL AGREEMENT
WITH THE UNITED STATES MARSHALS SERVICE, AN AGENCY OF THE UNITED
STATES FEDERAL GOVERNMENT**

On a motion by Commissioner Andre' Lassiter and a second by Vice-Chair John D. Horton,
the Board unanimously approved the following Resolution:

"RESOLVED, that the two contracts for operation of the Rivers Correctional Facility, with the United
States Marshals Service (USMS) and with the GEO Group, Inc. (GEO), in the forms attached, are

hereby approved, to be effective upon the USMS obtaining approval to enter the contract with Hertford County, and with the Hertford County Manager being authorized to sign both contracts on behalf of the Hertford County Board of Commissioners following execution by the USMS and by GEO."

SERVICES CONTRACT

THIS SERVICES CONTRACT, is entered into effective _____ by and between Hertford County, a Local Government entity, 115 Justice Drive, Suite 1, Winton, North Carolina 27986, herein referred to as COUNTY and The GEO Group, Inc. 4955 Technology Way, Boca Raton, Florida 33431, hereinafter referred to as GEO.

WHEREAS, COUNTY and the United States Marshals Service (USMS) have entered into as Intergovernmental Agreement (IGA) for the detention and care of USMS detainees, (hereinafter referred to as Detainees) by COUNTY, which IGA is attached hereto and incorporated herein by reference as Exhibit A.

WHEREAS, GEO has the ability by subcontract to make beds available to COUNTY in a 1450-bed existing detention facility located at 145 Parker's Fishery Road, Winton, North Carolina 27986 hereinafter referred to as the Facility, in which COUNTY may arrange to detain and care for USMS Detainees; and

WHEREAS, COUNTY desires to enter into a services contract with a subcontractor for the provision, management and operation of a detention facility for the detention and care of USMS Detainees and to otherwise perform COUNTY responsibilities and obligations as set for the in the IGA;

WHEREAS, in order to fulfill its obligations under the IGA to USMS, COUNTY intends to enter into this Services Contract with GEO, which Services Contract requires GEO to perform all duties and accept all responsibilities incumbent upon COUNTY pursuant to and consistent with the terms of the IGA;

WHEREAS, COUNTY is empowered by law to enter into this contract with GEO for the detention and care of USMS Detainees at the Facility;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1.0 DEFINITIONS

All capitalized terms used herein shall have the same definition as those terms have in the IGA, unless otherwise indicated herein.

2.0 PARTIES' ADMINISTRATIVE/OPERATIONAL OBLIGATIONS

GEO acknowledges, accepts, and agrees without limitation to the scope of, an limitations upon the authority, duties and responsibilities of USMS and COUNTY under the IGA, and GEO hereby assures and agrees without limitation to perform COUNTY obligations and responsibilities as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, including without limitation the authority of the USMS

Contracting Officer's Technical Representative (COTR) and the applicability of the most current editions of USMS National Detention Standards, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

3.0 PERIOD OF PERFORMANCE

This Contract shall be effective from the date that the IGA is effective and shall continue so long as COUNTY and USMS are parties to the IGA, or any extension thereof, unless earlier terminated.

4.0 FACILITY ACTIVATION SCHEDULE

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to the Facility activation schedule as set forth in the IGA (page 10-11 of Exhibit A), subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

5.0 PAYMENT RATES

COUNTY shall pay GEO for its services under this Contract the same per diem rates for USMS Detainees housed under this Contract as COUNTY is paid by USMS under the terms of the current IGA (set forth in Exhibit A). GEO acknowledges and agrees to bill COUNTY on the same basis as COUNTY is permitted to bill USMS, i.e., for the day of arrival of a USMS Detainee, but not for the day of departure, as set forth in the IGA.

6.0 PRICE ADJUSTMENTS

GEO shall be entitled to receive the same price adjustment from COUNTY to the payment rates set forth in the IGA, as COUNTY may receive from time to time from USMS to cover Service Contract Act and any other applicable increases as set forth in the IGA.

7.0 ADMINISTRATIVE FEE

In recognition of COUNTY costs in time and resources to administer the IGA entered into with USMS and this Agreement with GEO, GEO agrees to pay to COUNTY a monthly Administrative Fee in the amount of \$12,500 (\$150,000 annually) beginning on the first day a USMS Detainee is housed in the Facility.

8.0 MODIFICATION

This Contract, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

9.0 TRANSPORTATION SERVICES

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to the transportation services as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such

obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

10.0 GUARD SERVICES

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to stationary guard services for USMS Detainees attending off-site court proceedings or who are committed to a medical facility, as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

11.0 MEDICAL SERVICES

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to medical services for USMS Detainees as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

12.0 RECEIPT AND DISCHARGE OF FEDERAL DETAINEES

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to the receipt and discharge of Detainees as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

13.0 INSPECTION

GEO hereby acknowledges and agrees without limitations to the rights of USMS and COUNTY to perform periodic inspections of the Facility by USMS and/or COUNTY inspectors, subject to and in full accordance with the terms and conditions set forth in the IGA, as though such right of inspection was fully rewritten herein as applying to GEO.

14.0 BILLING PROCEDURE

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to the procedures for preparing and submitting payment invoices as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO. COUNTY hereby appoints GEO as its billing agent for all purposes set forth herein and in the IGA.

15.0 ATTACHMENTS

GEO hereby acknowledges the attached IGA, and agrees without limitation to the applicability and enforceability of such attachments to GEO's performance under this IGA in full accordance with the terms and conditions set forth therein, as though such

obligations and responsibilities of COUNTY thereunder were fully rewritten herein as applying to GEO.

16.0 PHYSICAL PLANT/PROPERTY TAXES

GEO hereby assumes and agrees without limitation to fully and properly maintain the Facility's physical plant, without any cost to COUNTY, and to pay property taxes assessed against the Facility by the COUNTY taxing authority as same become due and payable.

17.0 INDEMNIFICATION AND INSURANCE

17.1 Insurance. In connection with all aspects of the management and operation of the Facility, including any functions performed by contractors and sub-contractors, GEO will maintain and provide evidence of a comprehensive and adequate plan of insurance coverage, including the following:

- A. Workers Compensation, including Employers Liability Coverage, as statutorily required.
- B. Commercial General Liability Limits of Liability
 - General Aggregate (Other than Products/Completed Operations) \$5,000,000; Coverage includes Form CG 25 04 0509 – Designated Locations – General Aggregate Limit Endorsement
 - Each Occurrence Limit \$1,000,000
 - General Liability Coverage shall include:
 - Premises-Operations Liability
 - Products and Completed Operations Liability
 - Liability assumed by GEO under this Agreement or an agreement with a third party
 - Physical Damage to Property in GEO's care, custody or control
 - Liability to the County or unrelated third parties for loss of money, securities, inventory, or other property occasioned by the theft of such property by GEO employees or coverage provided under a separate policy
 - Professional Liability Coverage, where applicable to the contract
- C. Auto Liability
 - Policy Limits \$1,000,000 each accident
 - Vehicles Covered: All owned, leased, hired and non-owned vehicles, both private passenger and commercial – types, used by GEO and its employees
- D. Umbrella Liability or Excess Liability covering commercial general liability and auto
 - \$10,000,000 each occurrence
- E. "All Risk" property insurance covering all buildings and contents valued at an agreed replacement cost.
- F. All GEO insurance contracts except Workers Compensation shall be amended to add Hertford County as an Additional Insured as set forth in

Section 17.1 and such coverages shall be primary and non-contributory. GEO shall provide to County a Certificate of Insurance showing Hertford County as an Additional Insured under its insurance policies as set forth in Section 17.1. GEO will make reasonable efforts to ensure that the County is provided thirty (30) days of Notice of Cancellation or Non-Renewal to County. GEO shall submit certificate(s) evidencing coverage as required herein no later than thirty (30) days following execution of this Contract, and in no event later than the day GEO commences management and operation of the Facility, and annually thereafter within (10) days of the anniversary date of any and all policies.

- G. There shall be no change of policy provisions, including decreases of insurance coverage, without prior written approval of COUNTY.
- H. Insurance coverages shall be with an Admitted Carrier with an AM Best rating of A-VII or better.

17.2 Payment of Claims. GEO agrees to Pay in Behalf Of and hold harmless COUNTY and USMS, their officers, agents, employee and their assigns, from and against:

- A. Any and all claims or demands arising from or related to the management and operation of the Facility, whether or not GEO is insured for such claims or demands, including without limitation, any and all claims or demands arising from or related to:
 - (i) any physical damage to the Facility or the contents thereof related to or arising from the negligence of GEO or its agents, contractors, subcontractors or employees.
 - (ii) any breach or default on the part of GEO in the performance of any covenant or agreement to be performed pursuant to the terms hereof;
 - (iii) any action or inaction caused by negligence, gross negligence, willful misconduct, malicious conduct, or bad faith of GEO, or any of its agents, contractors, subcontractors or employees, whether employed directly by GEO or under the supervision of GEO;
 - (iv) any accident, injury, death or damage whatsoever to any person or property on the premises of the Facility, regardless of whether such person was, or property belonged to, an inmate, a person detained, a guest or a visitor to the Facility; and
 - (v) any claim of any kind brought by or on behalf of any Detainee, or former Detainee, detained under GEO's supervision and arising from Detainee's treatment, conditions or custody, care, property, or any other claim arising from confinement of any Detainee in the Facility.

GEO shall be responsible for all costs, including but not limited to attorneys' fees expenses incurred and liabilities arising from any claim, demand, action, litigation, lawsuit or other proceeding related to the management and operation of the Facility.

GEO shall not be responsible for any claim or demand directly related to a specific overt action taken by any official, officer, employee or agent of COUNTY that contravenes the policies and procedures of GEO.

- 17.3 **Notice of Litigation and Claims.** COUNTY and GEO shall promptly notify the other in writing of the receipt of any legal suit or claim which may affect, GEO, COUNTY or the Facility. COUNTY shall have the right at its option, to participate in defense of any litigation, claim or demand, without relieving GEO of its obligations hereunder.
- 17.4 **Defense or Immunity.** By entering into this Agreement, neither COUNTY nor GEO waives any immunity or defense that may be available to it by operation of law, including any limitation on the amount of damages that may be awarded.
- 17.5 **Compliance with Court Orders.** GEO shall comply with all current or future court orders or injunctions concerning the Facility

18.0 NOTICES

Any notice provided for in this Contract shall be in writing and served by personal delivery, United States Mail, return receipt requested, at the addresses set forth below, until such time as written notice of change of address is received from either party. Any notice so mailed, served, or personally delivered shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this contract.

TO HERTFORD COUNTY:

David Cotton, County Manager
115 Justice Drive Suite 1
Winton, NC 27986
(252) 358-7805
David.Cotton@HertfordCountyNC.Gov

TO GEO:

Amber Martin, EVP, Contract Administration
4955 Technology Way
Boca Raton, FL 33431
(561) 999-7359
amartin@geogroup.com

19.0 ASSIGNMENT AND SUBCONTRACTING

GEO hereby assumes and agrees without limitation to the scope of and limitations upon COUNTY rights of assignment and/or subcontracting as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth herein, as though such scope and limitations or COUNTY rights of assignment and/or subcontracting under the IGA were fully rewritten herein as applying to GEO. GEO shall be permitted to internally subcontract to GEO Secure Services, LLC a wholly owned subsidiary.

20.0 LEGAL AUTHORITY

COUNTY and GEO assure and guarantee that each possesses the legal authority to enter into this Contract. The persons executing this Contract on behalf of COUNTY and GEO do hereby warrant and guarantee that they have full authorization to execute this Contract.

21.0 CONFIDENTIALITY OF RECORDS

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to the confidentiality of USMS records as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligation and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

22.0 RECORDS RETENTION AND ACCESS

GEO hereby assumes and agrees without limitation to perform COUNTY obligations and responsibilities with respect to records retention and access as set forth in the IGA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of COUNTY were fully rewritten herein as applying to GEO.

23.0 SEVERABILITY

To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

24.0 NO THIRD-PARTY BENEFIT

This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, power, benefits, or privileges on any person or entity other than the parties to this Contract, except USMS as set forth hererin. This Contract is not

intended to create any rights, liberty interests, or entitlements in favor of any USMS Detainee. This Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. USMS Detainees shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

25.0 CONTINGENCY

This Agreement is contingent upon, and will not take effect until the date of , the execution of an Inter-Governmental Agreement (IGA) between Hertford County, and the United States Marshals Service (USMS), which IGA has first been reviewed and approved by GEO for execution by COUNTY.

IN WITNESS WHEREOF, the undersigned authorized parties have affixed their signatures effective the date first set forth above.

The GEO Group, Inc.

Hertford County

Amber Martin,
Executive Vice President

David Cotton,
County Manager

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

Detention Services
Intergovernmental Agreement

1. Agreement Number 56-21-0007		2. Effective Date March 1, 2021		3. Facility Code(s) RIV		4. DUNS Number 101004831	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001				6. Local Government <u>County Address</u> County of Hertford 115 Justice Drive Suite 1 Winton, NC 27986 Tax ID#: 56-6001523			
				<u>Facility Address</u> Rivers Correctional Facility 145 Parker's Fishery Road Winton, NC 27986			
7. Appropriation Data 15-1020/X				8. Local Contact Person: E-mail: Telephone:		David Cotton, County Manager David.Cotton@HertfordCountyNC.Gov (252) 358-7805	
9. Services				10. Estimated Number of Federal Beds		11. Per Diem Rate	
This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.				Male: 1450 Female: 0 Total: 1450		See Page 11	
12. Guard/Transportation Hourly Rate				13. Optional Guard/Transportation Services			
Guard/Transportation Hourly Rate: \$33.00 - Medical appointments and Hospital Guards Only (see page 6 for additional info) Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.				<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Other – VTC <input checked="" type="checkbox"/> U.S. Courthouse <input checked="" type="checkbox"/> JPATS <input type="checkbox"/> Encompassed			
14. Department of Labor Wage Determination							
<input checked="" type="checkbox"/> Wages Incorporated on 2/1/2021 - DOL WD No. 2015-5273 Rev. No. 15 Dated 5-27-2020							
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>				16. Signature of Person Authorized to Sign (Local) _____ Signature _____ Print Name _____ Title _____ Date			
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female		18. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE <input type="checkbox"/> Other _____		19. Signature of Person Authorized to Sign (Federal) _____ Signature _____ Print Name Assistant Chief, Procurement _____ Title _____ Date			

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AUTHORITY

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **HERTFORD COUNTY** (hereinafter referred to as "Local Government"), who hereby agree as follows:

PURPOSE OF AGREEMENT AND SECURITY PROVIDED

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **RIVERS CORRECTIONAL FACILITY, 145 PARKER'S FISHERY ROAD, WINTON, NC 27986**, (hereinafter referred to as "Rivers Correctional") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals (males, females, and juveniles) charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government/Rivers Correctional shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Rivers Correctional. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

Should a conflict exist between any of the standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the USMS shall determine the appropriate standard. Rivers Correctional shall comply with Congressional mandate, federal law or E.O. and all existing Rivers Correctional policies. Should the government invoke changes to any of the above referenced standards, Rivers Correctional retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the IGA including FAR 52.243-1 Changes – Fixed Price."

Rivers Correctional will:

- Provide a means for verification of their ACA accreditation.
- Operate in full and complete compliance of the Federal Performance-Based Detention Standards as defined. Those standards are available at <https://www.usmarshals.gov/prisoner/detention-standards.htm>
- Operate in full complete compliance with State of North Carolina laws and regulations.

- Rivers Correctional will ensure that all employees and contractors comply with their policies regarding employment suitability and background clearances and that any violations of Rivers Correctional Standards of Conduct are investigated and adjudicated appropriately and promptly.

Standard Receiving and Discharge of Federal Prisoners/Detainees

Rivers Correctional 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.

Rivers Correctional 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.

Records Management

At all times, the Federal Government shall have access to the Rivers Correctional and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Rivers Correctional shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S. C., 21, 29, 31, and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.BA, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794, and 7989.

Indemnification

Rivers Correctional 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 Rivers Correctional, its agents, sub-contractors, employees, assignees, or any one for whom Rivers Correctional may be responsible. Rivers Correctional 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.

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Rivers Correctional's liability shall not be limited by any provision or limits of insurance set forth in the agreement.

In awarding this agreement, the Government does not assume any liability to third parties, nor will the Government reimburse Rivers Correctional 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 subcontract under this agreement.

Rivers Correctional shall be responsible for all litigation, including the cost of litigation brought against it, its employees or agents for alleged acts or omissions. The USMS Grants Specialist 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 and shall cooperate with government legal staff and/or the United States Attorney regarding any requests pertaining to federal or State litigation.

Transportation and Prisoner Security Outside Secure Facility

Rivers Correctional 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. Transportation procedures shall ensure staff and prisoner security, safety, and utilize restraint equipment identical to the USMS when one-for-one equipment exchange is required (e.g., airlifts).

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

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

Required services upon request of the USMS in whose custody a prisoner is held, Rivers Correctional will provide:

- Transportation and escort services for federal prisoners housed at their facility within the Districts of North Carolina to and from a medical facility for outpatient care.
- Transportation and stationary guard services provided by Detention or Correctional Officers for federal prisoners admitted to a medical facility from their facility within the Districts of North Carolina.
- Transportation and escort Detention or Correctional Officer services for federal prisoners/detainee housed at the facility are transported to and from the local U.S. Courthouses.

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- Transportation Services and Outside Guard Services for medical appointments and hospital guards will be invoiced and paid at the rate located in Block 12 of the Detention Services Intergovernmental Agreement. Mileage will be reimbursed at the General Services, Privately Owned Vehicle Rate at the time of transportation.

The USMS may require special transportation services not listed above, these services will be negotiated on a case by case basis, to include location and pricing.

Transportation Pricing and Routes

- During the ramp up (March 1 – April 30, 2021) GEO will provide the transportation to the facility at the guard rate of \$33.00.
- Beginning May 1, 2021, the guard/transportation rate for medical appointments/hospital for the USMS at Rivers Correctional is \$33.00 hourly rate.
- Court and JPATS pricing/routes will be determined for May 1, 2021 onward.

Video Teleconferencing

Rivers Correctional will provide secure video teleconferencing (VTC) rooms and up to four (4) video court units and four (4) video visitation units within 60 days of award subject to the availability of the ITS installation vendor for visitation, probation, and to support Court Operations for US Courts in the districts of North Carolina.

Medical Services

The Rivers Correctional shall provide Federal detainees with the same level and range of care inside the Facility as that provided to state and local detainees. The Rivers Correctional is financially responsible for all medical care provided inside the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Rivers Correctional for outside medical care. Rivers Correctional should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. Rivers Correctional can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Rivers Correctional. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title

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18 U.S.C. Section 4006. If the Rivers Correctional receives any bills for medical care provided to Federal detainees outside the Facility, Rivers Correctional should immediately forward those bills to the Federal Government for processing.

All outside medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Rivers Correctional shall proceed immediately with necessary medical treatment. In such an event, the Rivers Correctional shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care shall be provided by Rivers Correctional in accordance with the provisions of USMS, Publication 100- Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the FPBDS or those standards which may be required by any other authorized agency user. Rivers Correctional is responsible for all associated medical record keeping.

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. Rivers Correctional 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 a seven (7) days' supply 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.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <https://www.hhs.gov/healthcare/about-the-aca/index.html>

Prison Rape Elimination Act (PREA)

The facility is required to post the Prison 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 Prison Rape Elimination Act information in its handbooks and orientations.

Contacts and Incident Reporting

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. Rivers Correctional 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 Rivers Correctional responses, specifically related to a detainee, shall be made part of the detainee's file.

Rivers Correctional shall notify the DUSM when a member of the United States Congress or the media requests information or requests to visit the facility. Rivers Correctional shall coordinate all public information related issues with the DUSM. All press statements and releases shall be cleared, in advance, with the DUSM.

Rivers Correctional, 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 USMS Grants Specialist, DUSM, or their designee. Any inquiries regarding any inmate or other matter related to the agreement shall immediately be referred to the USMS. Rivers Correctional 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. Rivers Correctional 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 agreement performance or the facility operations.

Rivers Correctional shall immediately report all criminal activity related to the performance of this agreement to the USMS, who shall contact the appropriate law enforcement investigative agency. Rivers Correctional shall immediately report all serious incidents to the Detention Contract Manager (DCM) or Contract Specialist. 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.

Rivers Correctional 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. Rivers Correctional shall cooperate with the Government on all such investigations.

Detainee Work Program

Detainee labor shall be used in accordance with the detainee work plan developed by Rivers Correctional 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 agreement and must comply with all applicable laws and regulations. Detainees shall not be used to perform the responsibilities or duties of an employee of Rivers Correctional. 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 Rivers Correctional 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.

QUALITY CONTROL MANAGEMENT

Rivers Correctional is responsible for management and quality control actions necessary to meet the quality standards set forth in this agreement.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

CONTACT FOR AGREEMENT ADMINISTRATION

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

	Hertford County	Rivers Correctional	GEO Group
Name	David Cotton	Brick Tripp	Amber Martin
Title	County Manager	Facility Administrator	Executive Vice President, Contract Administration
Address	115 Justice Drive, Suite 1 Winton, N.C. 27986	145 Parker's Fishery Road, PO Box 840	4955 Technology Way, Boca Raton, Florida, 33431
Desk Phone No.	(252) 358-7805	(252) 358-5200	(561) 999-7359
E-Mail	David.Cotton@HertfordCountyNC.Gov	btripp@geogroup.com	amartin@geogroup.com

FINANCIAL PROVISIONS

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: <https://www.dol.gov/agencies/whd/government-contracts/service-contracts>

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)

52.222-62 Paid Sick Leave Under Executive Order 13706

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

PRICE SCHEDULE

The Agreement establishes a fixed per-day rate, paid monthly, for providing of comprehensive detention services that will serve an estimated population of 1,450 prisoners principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

No Minimum Bed Guarantee – March 1-31, 2021		
	Number Beds	Per Diem Rate
	1-500	\$96.00

250 Minimum Bed Guarantee (Daily) – April 1-30, 2021		
Tier	Number Beds	Per Diem Rate
Tier 1	1-500	\$96.00
Tier 2	501-1094	\$79.00

500 Minimum Bed Guarantee (Daily) - May 1, 2021		
Tier	Number Beds	Per Diem Rate
Tier 1	1-500	\$96.00
Tier 2	501-1094	\$79.00

The tiered-fixed per-diem rate for services shall not be subject to adjustment based on **RIVERS CORRECTIONAL FACILITY'S** actual cost experience in providing the service. 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.

PERIOD OF PERFORMANCE

This Agreement is effective March 1, 2021 to February 28, 2024 and may be extended for unlimited 24-month periods thereafter upon mutual agreement.

BILLING AND FINANCIAL PROVISIONS

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

Addresses for the components are:

DISTRICT OF NORTH CAROLINA		
EASTERN DISTRICT (56)	MIDDLE DISTRICT (57)	WESTERN DISTRICT (58)
Terry Sanford Federal Building 310 New Bern Avenue, Suite 100 Raleigh, North Carolina 27601 919-856-4153	324 W. Market Street, Suite 234 Greensboro, North Carolina 27401 336-332-8751	Charles R. Jonas Federal Building United States Courthouse 401 West Trade Street Charlotte, North Carolina 28202 704-344-6523

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government

official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

The Government will make payments to Rivers Correctional or its subcontractor, if applicable, monthly, promptly after receipt of an appropriate invoice.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

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.

TERMINATION

This Agreement shall terminate if either party provides ninety (90) days advanced written notice to the other party. Within 90 days of the giving, or receipt, of such notice the USMS shall retake custody of all prisoners(s) transferred to the Rivers Correctional under this Agreement. Rivers Correctional agrees to consult with the USMS at least 45 days prior to any action(s) to terminate to allow enough time to prepare for loss and replacement of services.

After a brief discussion, Chairman Gatling and the Commissioners thanked Warden Tripp and Vice-President Oliver for being in the County, wished them God speed in their endeavor to save 330 jobs, the Board look forward to continuing to work alongside River's Correctional Institution, and to let the Board know what they can do to further assist them.

ADJOURN:

On a motion by Com. Lassiter and a second by Com. Douglas, the Board unanimously approved to adjourn the meeting at 12:23 PM.

Approved: March 15, 2021

Com. Ronald J. Gatling, Chairman

Dr. Renee Fleetwood, Clerk to the Board