

PERFORMANCE SUMMARY TABLE

July 2020

The Inspection of Services Clause, incorporated in Section E of the contract, authorizes the Federal Bureau of Prisons to withhold full or partial payment when the Contractor either does not perform or performs inadequately.

The following Performance Summary Table gives notice to the Contractor of the amounts that may be withheld for failure to adhere to the contract's various requirements, for the applicable Line Item/Subline Item. **This Performance Summary Table does not create or impose obligations that are binding on the BOP; nor does it limit the BOP's discretion to withhold more than the specified amount under appropriate circumstances. Moreover, this Performance Summary Table does not change the Statement of Work or expand or modify the Contractor's obligations under the contract.**

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Contract Requirement	Vital Functions Encompassed in Contract Requirement	Value
Safety/Security/Order: Chapter 1 – Administration and Organization Chapter 2 - Personnel Chapter 3 - Facility Chapter 4 - Life Safety Chapter 5 - Sanitation/Environment Chapter 6 - Electrical Safety Chapter 7 - Hazardous Materials Chapter 8 - Pest Control and Waste Management Chapter 10 - Programs Chapter 11 – Home Confinement Chapter 19 - Escape Procedures Chapter 20 - Serious Illness, Injury or Death	Vital Function # 1 - Provide a safe and adequate living environment for residents. This function requires compliance with all local, state, and federal laws and regulations governing sanitation, water, living space, and sleeping. Vital Function # 2 - Develop emergency response and evacuation procedures and train staff to comply with them. Maintain compliance with local fire authority and national codes. Vital Function # 3 – Provide contingency plans to ensure 24/7 continuity of service during unforeseen circumstances (to include pandemics). Vital Function # 4 - Provide adequate staffing (includes key staff positions), maintain negotiated staffing pattern and implement policies to monitor residents and their locations and control the introduction of contraband. Vital Function # 5 - Establish rules and regulations that communicate goals and expected conduct to residents. Vital Function # 6 – Provide accountability of all offenders while in RRC and on Home Confinement programs.	0 to 30% of invoice
Resident Care/Services: Chapter 10 - Programs (individual orientation, program planning and progress, and CTS portions. Chapter 11 – Home Confinement Chapter 15 - Food Services Chapter 16 - Medical Services	Vital Function # 1 - Provide nutritious and aesthetic meals in a sanitary manner, which conform to establish nutritional guidelines and which meet the residents medical and religious needs. Vital Function # 2 - Facilitate personal hygiene by maintaining adequate facilities and supplies. Vital Function # 3 - Ensure that residents have access to qualified health care providers for	0 to 10% of invoice

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	emergency and routine treatment, screening, and mental health services. Establish a suicide prevention program.	
Programs and Activities: Chapter 10 – Programs Chapter 11 – Home Confinement Chapter 12 - Security and Accountability	Vital Function # 1 - Create plans and provide assistance that targets individual needs based upon individualized assessments and that facilitates successful community transitions. Vital Function # 2 - Identify, treat, and control substance abuse. Vital Function # 3 - Provide and encourage access to community resources, family, and employment opportunities. Vital Function # 4 - Maintain adequate physical space for counseling and activities. Vital Function # 5 - Home Confinement: Ensure home and employment site visits are conducted in accordance with home confinement requirements. Vital Function # 6 - Ensure all eligible and appropriate offenders are placed into home confinement programs as soon as possible based upon program goals.	0 to 25% of invoice
Justice/Case Management: Chapter 9 - Referral and Intake Processing Chapter 10 - Programs (offender financial responsibility portion) Chapter 11 – Home Confinement Chapter 13 - Discipline Chapter 14 - Administrative Remedy Chapter 18 - Release Procedures Chapter 21 - USPO Cases	Vital Function # 1- Ensure that residents are treated fairly and that their rights are not violated. Vital Function #2 - Ensure that admission and release procedures comport with federal requirements. Vital Function # 3 - Provide for a disciplinary process with appropriate safeguards. Vital Function # 4 - Encourage offender responsibility, such as restitution, fines, and other financial obligations.	0 to 25% of invoice
Administration/Management: Chapter 1 - Administration/Organization Chapter 2 - Personnel Chapter 17 - Records/Reports Chapter 22 - Research/Evaluation	Vital Function # 1 - Verify that staff possesses proper qualifications, credentials, and licenses and the integrity to perform services. Vital Function # 2 - Formulate, maintain, and review policy, program, and procedural manuals, including but not limited to a comprehensive personnel manual. Vital Function # 3 - Conduct staff development and training, including but not limited to sexual harassment, sexual assault, and intervention training. Vital Function # 4 - Maintain an organized record	0 to 5% of invoice

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	system and files. Collect, secure, review, and provide requisite information to appropriate authorized parties. Vital Function # 5 - Discharge fiscal responsibilities in accordance with generally accepted accounting procedures. Develop budgets and conduct audits. Enforce offender fee and payment procedures. Vital Function # 6 - Encourage interaction, communication, and cooperation with community and volunteers.	
Quality Control: Chapter 23 - BOP Inspections Chapter 24 - Cost Reimbursement	Vital Function # 1 - Implement quality control plan with measurable goals and objectives, which identifies inadequacies in the quality of services provided under the contract. Outline steps to implement corrective action before services become deficient.	0 to 5% of invoice

Contract Requirement:

The Contract Requirement column lists the contract's six basic requirements and identifies the sections of the Performance Work Statement and ACA standards for Performance Based. The column is not exhaustive and the BOP retains the right to withhold funds for nonperformance of obligations that are not explicitly listed in the column or that are implicit in the contract.

Vital Functions:

The Vital Functions column lists the essential tasks that make up each contract requirement. Failure to perform any aspect of these Vital Functions may justify withholding in accordance with the amounts listed in the Value column.

The Vital Functions column is not exhaustive and withholding may be warranted for failure to perform services that are not expressly enumerated.

The BOP retains the discretion to decide which Vital Function or Contract Requirement that a particular task or service falls under for withholding purposes.

Value:

The Value column lists the percentage of the contractor's monthly invoice that the BOP may withhold for nonperformance of the corresponding contract requirement. For example, if a contractor fails to perform its monthly drug testing duty, which comes under the Programs and Activities Contract Requirement, the BOP may withhold up to 25% of the Contractor's payment for that month.

The value assigned to each contract requirement reflects the relative importance of that requirement. For example, Safety, Security, and Order are considered the most important obligations and, as a result, have the largest value.

While the Value column sets a general range for withholding funds, it does not prohibit the BOP from exceeding the range and withholding more than the maximum amount. For example, if the Contractor commits an egregious Safety, Security, and Order violation, then the BOP may have to withhold more than 30% of the

Contractor's invoice to account for the reduced value of the services that the Contractor rendered.

In addition, the BOP may aggregate withholdings. That is, if a Contractor consistently fails to comply with the contract, or neglects to remedy deficient performance over a period of months, then the BOP may aggregate the amounts owed for each month and withhold that amount from a single invoice. The aggregate withholding may exceed the range set in the Value column. For example, the BOP may attempt corrective action for several months and refrain from withholding funds during that period. If that corrective action fails, then the BOP may aggregate the amounts that should have been withheld during that time and deduct it from a single invoice. The BOP does not waive its right to withhold simply because it has opted to pursue other forms of corrective action first.