



## DEPARTMENT DIRECTIVE

*Erin B. Shaffer, Psy.D.*

**Erin Shaffer, PsyD**  
 Director of Patuxent  
 Institution

*Dionne Randolph*

**Dionne Randolph**  
 Commissioner  
 Division of Pretrial and  
 Detention Services

*Annie Harvey*

**Annie D. Harvey**  
 Commissioner of  
 Correction

*Carolyn J. Scruggs*

**Carolyn J. Scruggs**  
 Secretary

<b>Title: Public Safety Works Program</b>	<b>Directive Number:</b> OPS.165.0002
<b>Related MD Statute/Regulations:</b> Correctional Services Article, §2-103, Annotated Code of Maryland Correctional Services Article, Title 9, Subtitle 5 – Inmate Work Force, Annotated Code of Maryland	<b>Supersedes:</b> Not Applicable
<b>Related ACA and MCCS Standards:</b> 5-ACI-3D-04 (Ref. 4-4277); 5-ACI-7A-03 (Ref. 4-4451); 5-ACI-7A-05/06 (Ref. 4-4453/4-4454); 5-7A-13 (Ref. 4-446); 5-7A-15 (Ref. 4-4463) MCCS 05G	<b>Authorized By:</b> <i>Tiffany N. Evans</i> <hr/> <b>Capt. Tiffany N. Evans</b> Director of Public Safety Works
<b>Related Directives:</b> DOC.100.0002 Case Management Manual OPS.110.0003 - Inmate Transport Security OPS.110.0013 - Correctional Facility Security Levels and Custody Factors OPS.110.0050 – Search Protocol – Facilities, Vehicles, Mail Room, and Off-Site Custody OPS.165.0001 – Reentry: Assessment, Planning and Programming OPS.245.0005 Inmate Assignments and Payroll Post Order 110-1-26 - Outside Work Detail Officer	
<b>Variance:</b> Each warden of a facility with a Public Safety Works program detail shall issue a facility directive necessary to implement and comply with this directive.	<b>Effective Date:</b> January 25, 2023
	<b>Number of Pages: 11</b>

### .01 Purpose.

The purpose of this directive is to establish and maintain policy and procedures for the implementation and administration of the Department of Public Safety and Correctional Services’ (Department) Public Safety Works Program (Program).

### .02 Scope.

This directive applies to all units of the Department responsible for the custody and security of a sentenced inmate participating in the Program.

### .03 Policy.

**A.** The Department shall establish a Program that assists an individual in custody to prepare for reentry into the community by providing them with opportunities:

- (1) To develop work skills needed to assist with successful reintegration into society;
- (2) To give back to the community as part of their rehabilitation;

- (3) To receive on-site job training and experience;
  - (4) To establish professional communication skills and relationships; and
  - (5) For permanent job placement during incarceration, continuing into post-release.
- B.** The Program assists government, non-profit organizations, and local municipalities with Public Safety Works details through the use of unskilled and semi-skilled inmates. Public Safety Works details can be short term, long term, or on-going.
- C.** An inmate participating in the Program shall meet the following minimum requirements:
- (1) Minimum or pre-release security status; and
  - (2) Approved for outside detail participation by the Managing Official.

#### **.04 Definitions.**

**A.** In this directive, the following terms have the meanings indicated.

**B.** Terms Defined.

- (1) “Agency” means a recognized government entity (federal, state, or local), private sector, or non-profit organization.
- (2) “Assistant Director” means a Department correctional officer that completes all administrative duties within the Public Safety Works program
- (3) “Correctional facility” means a facility that is operated for the purpose of detaining or confining adults who are charged with or found guilty of a crime.
- (4) “Director” means a Department correctional officer responsible for the oversight of the Public Safety Works Program within the Department.
- (5) “Facility Program Coordinator (FPC)” means a correctional officer assigned to a correctional facility responsible for the:
  - (a) Coordination; and
  - (b) Management of outside landscaping crews.
- (6) “Inmate” means an individual who is actually or constructively detained or confined in a correctional facility.”
- (7) “Landscaping crew” means a group of four (4) or more inmates approved for the Program and assigned to an outside detail that provides landscaping services.
- (8) “Landscaping Crew Detail Officer (LCDO) ” means a correctional officer assigned to supervise and escort the inmate landscaping crew while in the community.

- (9) “Managing official” has the meaning stated in Correctional Services Article, §1-101, Annotated Code of Maryland: “Managing official means the administrator, director, warden, superintendent, sheriff, or other individual responsible for the management of a correctional facility.”
- (10) “Memorandum of Understanding (MOU)” means an inter-agency agreement with a government agency or contractual understanding between the Department and a non-profit organization.
- (11) “Outside detail” means a supervised task conducted by inmates who are authorized to work outside of the secure perimeter of a correctional facility.
- (12) “Public Safety Works Standard Operating Procedures (SOP)” means instructional guidelines for the operation of the outside detail within the Program.

**.05 Responsibilities / Procedures.**

**A. Evaluating, and Approval or Disapproval of a Project Request.**

- (1) The Director or Assistant Director shall:
  - (a) Review a project request submitted to the Program by an agency for landscaping services that are short term, long term, or on-going projects;
  - (b) Ensure the requester is an agency authorized by the Department; and
  - (c) Forward the project request to the Managing Official for review and approval or disapproval with a recommendation.
- (2) The Managing Official shall:
  - (a) Review the request and determine whether the facility has the ability and resources to complete the project; and
  - (b) Provide the Director or Assistant Director with a written statement regarding the outcome of the decision to include, if applicable, the reasons for denying the request for services .
- (3) The Director or Assistant Director shall forward the managing official’s decision to the Assistant Secretary for Programs, Treatment, & Re-entry Services if either the Managing Official or Director or Assistant Director disapproves the request.
- (4) The Assistant Secretary for Programs, Treatment, & Re-entry Services shall upon receipt of a decision to deny services:
  - (a) Review the documentation, discuss the request with the managing official and Program Director, and make a decision to either support the initial denial(s) or override the initial decision(s) and approve the request; and

- (b) Provide a written statement to the Director or Assistant Director regarding the outcome of the decision to include, if applicable, the reasons for overriding the managing official's or the Program Director's decision.

**B. Participation, Waiver, and Liability of Minors and Volunteers.**

- (1) If a project involves a private individual or volunteer group working in the presence of inmates, the partner agency is required to notify the individuals and volunteers that inmates will be present on the worksite.
- (2) If the private individual or volunteer group includes a child under the age of 18, the partner agency shall obtain a signed acknowledgement form from the minor's legal guardian giving permission for the minor to participate in the project while inmates are present, such requirement shall be stipulated in the MOU.

**C. MOU Development and Authorization.**

- (1) The Director or Assistant Director shall consult with the agency and the managing official, or designee to establish the information necessary to determine the parameters of the MOU and SOP. Parameters may include but are not limited to the following:
  - (a) Name of each partner agency;
  - (b) Location;
  - (c) Term;
  - (d) Scope of Work;
  - (e) Indemnification;
  - (f) Requested number of individuals per crew and number of crews needed;
  - (g) Compensation, in accordance with ADM.254.0005 – Inmate Assignment and Wages;
  - (h) MOU Point of Contact Name and Contact Information;
  - (i) MOU Authorizing Official;
  - (j) Detail Supervisors; and
  - (k) Transportation arrangements.
- (2) Based on the facts and needs determined in §.05C(1) of this directive, the Director or Assistant Director shall create a:
  - (a) Draft MOU between the Department and the agency for review and approval – (Appendix A - Sample MOU);
  - (b) Standard Operating Procedure (SOP) applicable to requirements of the landscaping detail (Appendix B - Sample SOP); and

- (c) Calculate a Compensation Daily Rate – (Appendix C).
- (3) The Director shall forward the draft MOU to the following units for review, evaluation, and approval in the order in which they appear below:
  - (a) Division of Finance;
  - (b) Office of Procurement; and
  - (c) Office of the Attorney General (OAG).
- (4) Upon review and approval of the units in section §.05C(3), the Director shall forward two (2) original unsigned copies of the MOU to the agency for approval and signature.
- (5) The Director shall receive any changes or modification to the terms from the agency and forward them to the OAG for approval, and if the changes are approved by the OAG, return two (2) revised original unsigned copies of the MOUs to the agency for signature.
- (6) Upon receipt of the two (2) signed original MOUs from the agency the Director shall forward the MOUs for signature to the:
  - (a) Office of the Attorney General - Principal Counsel; and
  - (b) The Secretary.
- (7) The Director shall:
  - (a) Send one (1) original and finalized MOU to the agency; and
  - (b) Retain one (1) original and finalized MOU in accordance with the retention schedule for the Office of the Secretary.
- (8) The Director shall forward a copy of the signed MOU to the:
  - (a) Chief Financial Officer;
  - (b) Director of Procurement; and
  - (c) Managing Official.

**D. The Public Safety Works Program Director or Assistant Director shall:**

- (1) Collaborate with the Office of Communications, Transformation and Engagement to promote the benefits of the Program to the community and inmates;
- (2) Retain records with the Department's retention schedule;
- (3) Develop potential programs to help enhance the Program;
- (4) Collaborate with the Division of Finance to assess the overall costs associated with the operations of the Program;

- (5) Ensure adherence to all Department policies and procedures;
- (6) Visit the proposed work sites to assess all security concerns;
- (7) Coordinate with the requesting agency to evaluate the project's performance measures such as:
  - (a) Arrival times;
  - (b) Work assignments;
  - (c) Training needs;
  - (d) Restroom facilities;
  - (e) Tool control;
  - (f) Break arrangements; and
  - (g) Departure times;
- (8) Review the SOP with the Landscaping Crew Detail Officer (LCDO) to clarify any questions or concerns and ensure the officer signs the document;
- (9) Ensure the requesting agency reviews and signs the SOP;
- (10) Perform routine site and crew inspections;
- (11) Perform inmate searches in accordance with OPS.110.0047 – Personal Search Protocols – Inmates;
- (12) Ensure serious incidents are reported and documented in accordance with provision established in OPS.020.0003 – Reporting Serious Incidents; and
- (13) Provide reports as requested.

**E. Correctional Facility Program Functions.**

- (1) Case Management shall:
  - (a) Provide the Facility Program Coordinator (FPC) with the number of inmates needed to establish the landscaping crew;
  - (b) Provide a list of all inmates authorized to work landscaping crews to the FPC on a monthly basis;
  - (c) Ensure the selected inmates for the program meet the required qualifications in accordance with DOC.100.0002 - Case Management Manual – Section 5 - Inmate Assignments; and
  - (d) Ensure the authorized inmates selected to work a landscaping crew receive orientation and sign the *Guidelines and Rules for Program Participation* – (Appendix D).

- (2) The managing official, or designee shall notify the FPC that there is a request for a landscaping crew and provide the requirements of the project so that the FPC can prepare an outside detail.
- (3) The FPC shall:
  - (a) Review the approved Program project to determine the facility resources needed to form the required landscaping crew;
  - (b) Prior to assigning inmates to the landscaping crew, consider the following:
    - (i) Scope of the work;
    - (ii) Required skills;
    - (iii) Required equipment;
    - (iv) Location of the project;
    - (v) Required inmate supervision;
    - (vi) Number of inmates needed to complete the project;
    - (vii) Safety concerns; and
    - (viii) Training;
  - (c) Request from case management the names and security status of inmates authorized to work the landscaping crew;
  - (d) Upon request from a managing official or other Department official, provide locations of that day's landscaping crew;
  - (e) Ensure the LCDO is equipped with an authorized mobile communication device that is documented and inventoried in accordance with procedures established by the managing official;
  - (f) Ensure that each inmate assigned to the landscaping crew is equipped with a reflective safety vest prior to leaving the correctional facility;
  - (g) Ensure the daily completion of the Monthly Billing Report – (Appendix E – Sample);
  - (h) Forward all reports to the Director or Assistant Director of the Program, to include:
    - (i) Daily reports;
    - (ii) Weekly reports;
    - (iii) Monthly reports;
    - (iv) Monthly Work Detail Spot Check Reports; and
    - (v) Monthly Billing Reports;

- (i) Submit the Monthly Billing Report – (Appendix E – Sample) to the Regional Finance office no later than the fifth of each month for processing;
  - (j) Forward all Work Crew Daily Report – (Appendix F) to the Director and managing official;
  - (k) Ensure the timely submission of all reporting data to the Director or Assistant Director;
  - (l) Provide reports as requested; and
  - (m) Ensure any reported inmate rule violations are processed in accordance with the Inmate Disciplinary Process – COMAR 12.03.01.
- (4) The FPC shall ensure all forms are maintained in accordance with Division of Correction Retention and Disposal Schedule No. 2424-17.
- (5) The LCDO shall:
- (a) Receive and complete two (2) hours of in-service training for supervising a landscaping crew prior to assuming responsibility for a landscaping crew’s outside detail;
  - (b) Complete the required safety training for the State Highway Administration (SHA) before attaching any trailer to a Department or SHA vehicle;
  - (c) Read the Project’s approved MOU and SOP and abide by the guidelines established in the documents;
  - (d) Adhere to the entry and exit procedures established in OPS.110.0033 – Entry and Exit – Correctional Facility prior to exiting the facility;
  - (e) Ensure all searches of off-site custody locations (e.g. lavatories) are in accordance with OPS.110.00050 – Search Protocol – Facilities, Vehicles, Mail Room, and Off-Site Custody;
  - (f) Cease all landscaping services if the work site is unsafe, and report the safety concern to the shift commander; and
  - (g) Ensure the landscaping site manager or agency supervisor completes and signs the Work Crew Daily Report – (Appendix F) at the end of each work day.

**F. Assignment of Pre-release Landscaping Crews without a Correctional Officer.**

- (1) Pre-release security inmates may participate in outside detail assignments without direct observation, or supervision of a correctional officer as established under OPS.110.0013 – Correctional Facility Security Levels and Custody Factors.
- (2) When the pre-release landscaping crew is working only under the supervision of the agency, the FPC shall ensure:
  - (a) The agency supervisor:



- (i) Reviews and signs the SOP; and
  - (ii) Submits daily a signed Work Crew Daily Report; and
  - (b) Agency staff who have direct contact or interact with the pre-release landscaping crew, review and sign a *PREA Acknowledgement for Contractors and Vendors form* – (Appendix G).
- (3) The FPC shall send the completed *PREA Acknowledgement for Contractors and Vendors* forms to the Program Director or Assistant Director.

**G. Transportation, Supervision, and Security.**

- (1) While transporting a landscaping crew, the LCDO shall adhere to the provisions established in Department Directive OPS.110.0003 - Inmate Transport Security and OPSM.110.0003 – Inmate Transport Security Manual.
- (2) Inmates are not permitted to supervise other individuals assigned to the landscaping crew.
- (3) Inmates are prohibited at all times from using any telephone or having possession of a cell phone.
- (4) Work Locations.
  - (a) A landscaping crew may not enter a residence unless specifically identified as part of the work project.
  - (b) An inmate is not permitted to perform work on private property unless proper approval is obtained from the PSW Director or Assistant Director.
  - (c) An inmate is prohibited from working on school grounds when students are present.
- (5) Restrooms.
  - (a) The landscaping crew shall use the restroom facilities designated by the partner agency. If there are no designated restrooms or they are unavailable the crew shall only use:
    - (i) Portable toilets provided by the partner agency;
    - (ii) The restroom facilities at the nearest State Police Barracks; or
    - (iii) Return to facility.
  - (b) Portable Toilets.
    - (i) A landscaping crew and the LCDO shall use the portable restrooms when provided by the Partner Agency.
    - (ii) A LCDO shall inspect the portable restrooms for contraband upon arrival at the worksite, prior to leaving the worksite, and, if applicable, upon returning to the worksite.

(iii) Portable restrooms shall be maintained daily by the landscaping crew to ensure a clean environment for the next user.

(6) Meals and Breaks.

- (a) The day before a landscaping project begins, facility staff shall notify the food service supervisor of the number of lunches needed for each day of the project.
- (b) Bag lunches shall be picked-up and signed for by the LCDO.
- (c) The LCDO shall ensure that lunches are transported to the worksite and properly stored.
- (d) Bag lunches may be consumed:
  - (i) At the worksite; or
  - (ii) Within the DPSCS State vehicle.
- (e) A landscaping crew may not have lunch or take a break in a commercial business area or an area where children are present.
- (f) Special approval for alternative eating arrangements shall be requested from the facility's shift supervisor.
- (g) The LCDO must contact a supervisor at the maintaining facility and provide the location and time of arrival and departure for each break and meal.

(7) Suspicious or Threatening Behavior.

- (a) If LCDO becomes suspicious or feels that there is a threat to the inmates or the transport vehicle is being followed by a civilian vehicle the LCDO shall:
  - (i) Call 911 and provide the emergency dispatcher with relevant information regarding the suspicious activity and current locations;
  - (ii) If possible, maintain a visual of the suspicious vehicle;
  - (iii) Drive to the closest Department correctional facility unless otherwise directed by the emergency dispatcher; and
  - (iv) Upon arrival at the facility or location designated by the emergency dispatcher, notify the PWC and the managing official or designee of the incident.
- (b) Upon notification of the LCDO, the PWC shall:
  - (i) Notify the maintaining facility's managing official or designee and Director or Assistant Director of the incident;
  - (ii) Coordinate with the alternate arrival facility's managing official or designee and the K9 unit to determine if an escort/chase vehicle is warranted; and

- (iii) Ensure the LCDO completes a Matter of Record and forward it to the maintaining facility shift commander.

**.06 Appendices.**

Appendix A – Sample MOU

Appendix B – Sample - Standard Operating Procedures

Appendix C – Daily Compensation Rate Calculation

Appendix D – Guidelines and Rules for Program Participation – Sample

Appendix E – Monthly Billing Report – Sample

Appendix F– Work Crew Daily Report

Appendix G– PREA Acknowledgement for Contractors and Volunteers

**.07 History.**

This directive supersedes provisions of any other prior existing communication with which it may be in conflict.

**.08 Distribution.**

A

B

S – Landscaping Crew Detail Officers

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF PUBLIC SAFETY AND  
CORRECTIONAL SERVICES  
And  
*Partnering Agency***

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, made this [ ] [day] of [ ] [month], 20 [ ] [year], by and between *Partnering Agency* hereinafter referred to as “*Partnering Agency abbreviation*”, and the Maryland Department of Public Safety and Correctional Services hereinafter referred to as “DPSCS”.

**Whereas**, *Partnering Agency abbreviation* is in need of unskilled and semi-skilled labor crew(s) for general labor; and

**Whereas**, the DPSCS can provide minimum and/or pre-release security inmates to perform the necessary services; and

**Whereas**, the parties desire to formalize the terms and conditions under which the DPSCS inmate work crew can serve *Partnering Agency abbreviation*.

**NOW; THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH** that, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**I. TERM**

This MOU is effective upon the day and date signed and executed by the governing bodies of the parties represented, and shall remain in force until terminated by either party. This MOU can be terminated without cause by either party within thirty (30) days written notice.

**II. SCOPE OF SERVICES**

The inmate labor crews(s) will perform unskilled and semi-skilled general labor (i.e. litter pick-up, hand moving, landscaping, and building and grounds maintenance). Inmates may only perform work activity approved by DPSCS and may only operate equipment authorized by DPSCS. The inmate work crew shall perform specific services designated by the County, as described in the Standard Operating Procedures.

### III. COMPENSATION

Compensation per crew will be paid only for the services performed and will be paid at the daily/hour rates in Appendix C – Compensation Daily Rate Calculation. The Daily Rate Calculation will be reviewed annually and approved by both parties. The Department shall be compensated for all work previously completed prior to termination.

### IV. INDEMNIFICATION

A. Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and other Maryland law.

B. The Partnering Agency shall obtain a signed acknowledgement form from a legal guardian of a minor who is participating in a work activity in the accompaniment of inmates, that gives permission for the minor to participate in the project's activities.

### V. TERMINATION

A. If DPSCS or *Partnering Agency abbreviation* determines that a party has failed to fulfill in a satisfactory manner its obligations under this Agreement, or if a party violates any of the covenants, agreements, or stipulations of the Agreement they may terminate this Agreement by giving written notice to the other and specifying the effective date thereof.

B. If, for any reason, *Partnering Agency abbreviation* or DPSCS wishes to terminate this agreement, it may do so by giving written notification thereof, at least fourteen (14) days prior to termination.

### VI. NONDISCRIMINATION

DPSCS or *Partnering Agency abbreviation* shall not discriminate in connection with the performance of this agreement against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap not reasonably related to the performance of this agreement.

### VII. AUDITS

At any time during business hours and as often as *Partnering Agency abbreviation* or the DPSCS may deem necessary, shall make available for inspection, records with respect to the services provided under this Agreement. All parties shall be permitted to audit,

examine, and make copies, excerpts or transcripts from such records, and to make audits of all data relating to matters covered by this Agreement.

VIII. **NOTICE**

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the parties at the following addresses:

*Partnering Agency*  
*Director/Administrator*  
*Address*  
*Contact information*

**For the Department of Public Safety Works (PSW):**

Captain Tiffany Evans  
Director of Public Safety Works  
6776 Reisterstown Road  
Suite 214  
Baltimore, Maryland 21215  
Work: (410) 585-3342  
Cell: (410)746-4184

Lieutenant Tera Reed  
Assistant Director of Public Safety Works  
6776 Reisterstown Road  
Suite 214  
Baltimore, Maryland 21215  
Work: (410) 585-3342  
Cell: (443) 467-2690

IX. **COMPLIANCE WITH LAW**

DPSCS and the *Partnering Agency abbreviation* shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the terms of this Agreement.

X. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

XI. **ENTIRE AGREEMENT/MODIFICATION**

This MOU constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promise, or agreements not expressly set forth herein. Any modification to this Agreement shall be by written Amendment, executed and approved by both parties.

**IN WITNESS WHEREOF**, the parties hereby evidence their agreement to the above terms and conditions by having caused this MOU to be executed, sealed and delivered on the day and year first above written.

**WITNESS: AGENCY HEAD:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

**STATE OF MARYLAND**

**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES**

By: \_\_\_\_\_  
Carolyn J. Scruggs, Secretary DPSCS

Date: \_\_\_\_\_

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Attorney General

Date: \_\_\_\_\_

**ATTACHMENT(S):**

- Appendix D – Standard Operating Procedures
- Appendix C – Daily Compensation Rate Calculation

## INMATE PUBLIC SAFETY WORKS

### SAMPLE STANDARD OPERATING PROCEDURES FOR A LANDSCAPING DETAIL

#### I. APPLICABLE TO:

This Standard Operating Procedure (SOP) is applicable to all units of the Department of Public Safety and Correctional Services (DPSCS) responsible for the custody and security of an inmate and Partner Agencies with a fully executed Memorandum of Understanding (MOU) that are participating in the Public Safety Works Program (PSW).

#### II. PROCEDURES:

##### A. Inmate to Officer Ratio.

1. An inmate landscaping crew consists of a minimum of four (4) to a maximum of six (6) pre-release or minimum-security inmates.
2. One landscaping crew detail officer is required to supervise a minimum-security inmate work crew.
3. A DPSCS facility may provide fewer inmates on a regular basis, if mutually agreed upon by the *Partner Agency* and PSW Director or Assistant Director.

##### B. Work Hours and Scheduling.

1. The inmate landscaping crew shall work during normal business hours on weekdays as determined by the *Partner Agency*, excluding State holidays.
2. The *Partner Agency* shall advise the PSW Facility Project Coordinator (FPC) of the start time, which shall occur between 7:00am – 5:00pm.
3. A cancellation by either the *Partner Agency* or DPSCS shall be made at least 24 hours in advance of the normal start time, except in emergencies.
4. DPSCS shall receive compensation from the *Partner Agency* for travel time, if the *Partner Agency* cancellation is not provided prior to the inmate landscaping crew departing the DPSCS facility, this compensation shall not exceed the rate of pay for an inmate crew for three (3) hours.
5. The normal workday for an inmate landscaping crew is eight (8) hours. The eight (8) hour time-period will include a 30-minute break for lunch.
6. A shorter workday (less than 8 hours) may be allowed if there is a mutual agreement between the *Partner Agency* and the DPSCS managing official.



7. Travel time to and from the DPSCS facility and the designated work site/meeting point will be included in the workday time-period for the inmate landscaping crew.
8. The *Partner Agency's* supervisor shall document the inmate landscaping crew's workday hours on the Work Detail Daily Report.
9. If weather related conditions (e.g. temperature, storms) become an issue, the landscaping crew detail officer or *Partner Agency's* supervisor shall contact the appropriate DPSCS facility prior to leaving the work site.
10. The *Partner Agency's* supervisor shall document on the Work Detail Daily Report an early dismissal of the landscaping crew, the reason for the dismissal, and who initiated the request.

**C. Transportation.**

1. Unless the *Partner Agency* has made other arrangements to provide transportation for the pre-release inmates, the inmate landscaping crew shall be transported to the work site in a State vehicle provided by a DPSCS facility and driven by a correctional officer.
2. When pre-release inmates are supervised by an individual from the *Partner Agency*, the person transporting the inmates shall deliver the inmates directly to the work site and *Partner Agency* supervisor or administrative staff.
3. The *Partner Agency* upon departure from the work site shall transport the landscaping crew directly to the DPSCS facility.
4. Under no circumstances shall an inmate be transported across State lines.

**D. Safety and Training.**

1. The *Partner Agency*, when utilizing inmate landscaping services, shall provide the inmate landscaping crew with the necessary safety supplies, tools, and equipment to perform their work tasks. This equipment includes, but is not limited to, proper eye protection equipment, work gloves, and weather clothing for each inmate.
2. When present, the landscaping crew detail officer will be responsible for returning the inmate landscaping crew's safety equipment and weather gear for the inmates at the end of each day.
3. The *Partner Agency* utilizing inmate landscaping services and DPSCS shall provide safety training to the landscaping detail officer and inmates prior to performing work detail assignments.

4. Inmate landscaping training may include the viewing of safety videotapes and/or material provided by the *Partner Agency*.

5. Inmates regardless of training or skill are not permitted to operate any type of motor vehicle.

**E. Inmate Landscaping Crew Supervision—General.**

1. The inmate landscaping crew may not enter any residence unless specifically identified as part of the work project.

2. Inmates are not permitted to perform work on private property unless proper approval is obtained from the PSW Director or Assistant Director.

3. Inmates are prohibited from working on school grounds when students are present.

4. Inmates are not permitted to supervise other inmates.

5. Inmates are prohibited at all times from using any telephone or having possession of a cell phone.

6. The inmate landscaping crew and the landscaping detail officer shall use the portable restrooms when provided by the *Partner Agency*.

7. The portable restrooms shall be maintained daily by the inmate landscaping crew to ensure a clean environment for the next user.

8. The *Partner Agency* and the landscaping crew detail officer shall inspect the portable restrooms for contraband prior to leaving and upon returning to the *Partner Agency* work site.

9. Bag lunches, ice, and water shall be provided by the DPSCS facility. Bag lunches may be consumed at the work site and/or within the DPSCS State vehicle (with the exception of all State Highway Administration facilities).

10. Special approval for alternative eating arrangements shall be requested from the facility's shift supervisor.

**F. Inmate Landscaping Crew Supervision—Correctional Officer.**

1. DPSCS landscaping crew detail officer shall read and sign off on the SOP and Post Order(s) when supervising an inmate landscaping crew.

2. The landscaping crew work detail officer shall obtain a recent photograph or a clear photocopy of the "E" card, as well as a physical description, (e.g. height, weight) for each inmate assigned to the crew.

3. Inmates shall be frisk searched when leaving the facility and strip-searched upon their return to the facility. Inmates may be also be randomly searched by a correctional officer while on the work site.
4. The landscaping crew detail officer shall possess a state cell phone and emergency contact numbers to notify appropriate agencies in the event of an emergency.
5. The landscaping crew detail officer, or when agreed upon by the PSW Director or Assistant Director, the *Partner Agency* shall ensure all inmates are accounted for and within their sight or hearing at all times. The exceptions to this are for emergencies or extenuating circumstances.
6. In cases where the work project requires an inmate to enter a residence the inmate shall at all times, be under the direct observation of the landscaping crew detail officer.
7. In the event that portable restrooms are not made available by the *Partner Agency*, breaks may be taken at the nearest Maryland State Police Barracks or rest area. The landscaping crew detail officer will contact the appropriate *Partner Agency* supervisor before leaving the work site with the inmate landscaping crew.

**G. Inmate Landscaping Crew Supervision—*Partner Agency*.**

1. When the pre-release inmate landscaping crew is working only under the supervision of a *Partner Agency*, the *Partner Agency* supervisor shall read and sign a copy of the SOP.
2. The *Partner Agency* shall ensure the inmate landscaping crew has a clear photocopy of the inmate’s “E” card.
3. If the *Partner Agency* plans to include assistance from any volunteer group which includes a child under the age of 18, the *Partner Agency* shall obtain a signed acknowledgement from the minor’s legal guardian giving permission for the minor to participate in the project while inmates are present.
4. The *Partner Agency* employees and those acting in an official capacity for the *Partner Agency* are prohibited from engaging in personal relationships with inmates, such relationships include the offering of gifts of any kind e.g. food or cigarettes, accepting and placing telephone calls involving inmates, and sending or receiving any form of written communication involving an inmate.
5. In cases were the work project requires an inmate to enter a residence the inmate shall at all times, be under the direct observation of the *Partner Agency’s* supervisor.
6. The *Partner Agency* shall provide sanitary seat covers and daily cleaning supplies (i.e., non-alcohol based hand sanitizer) for the portable restrooms.

7. If the *Partner Agency's* supervisor finds questionable items, such as contraband in the portable restroom or on the grounds of the work site, the supervisor shall release the found item(s) to DPSCS for appropriate processing and document the details of the situation on the Work Detail Daily Report.

**H. Inmate Walk-Off.**

1. In the event an inmate leaves the work site without authorization, or gets in a vehicle and drives or is driven away from the work site, all remaining inmates shall be secured by a landscaping detail officer in the DPSCS State vehicle or secured by the *Partner Agency* as agreed upon with the facility administration.

2. The landscaping detail officer or *Partner Agency's* staff shall notify the sending facility of the inmate landscaping crew's status and contact the police (911) to report the incident.

3. The remaining inmate landscaping detail workers shall remain secured until DPSCS staff arrives and assumes custody.

4. The landscaping detail officer shall write a Matter of Record (MOR) before leaving the scene and forward the MOR to the PSW Director or assistant Director and the shift supervisor.

**I. Facility Program Coordinator (FPC).**

1. The FPC shall ensure the Work Detail Daily Report is properly completed (either by the landscape crew detail officer or the *Partner Agency*) and submitted to the PSW Director or Assistant Director.

2. The FPC shall ensure that the working location of the landscaping crew is known at all times by the DPSCS facility administration.

3. The *Partner Agency* and the DPSCS facility shift supervisor shall discuss and resolve problems concerning the quality and/or quantity of work performed by the inmate landscaping crew. If the problem is not resolved or continues, the *Partner Agency* shall notify the FPC and document any discrepancies on the Work Detail Daily Report.

4. The FPC and shift supervisor shall ensure that any serious incidents are documented and reported in accordance with OPS.020.0003 – Reporting Serious Incidents, as well as forwarded to the PSW Director or Assistant Director.

**J. Minor Injuries.**

1. If the inmate receives a minor injury while working on the work site, the landscaping work detail officer shall provide first aid treatment to the inmate on site. If there is no

landscaping work detail officer on site the *Partner Agency* staff, provided they are first aid certified, may treat an inmate for the minor injury on site.

2. If certified staff are not available or the injury requires treatment that exceeds the ability of the certified staff, the inmate shall be transported to the nearest DPSCS facility for treatment. The *Partner Agency* shall notify the maintaining facility immediately.

3. Following a minor injury the landscaping crew detail officer shall write a MOR and forward the MOR to the appropriate DPSCS facility’s medical department and the PSW Director or Assistant Director.

**K. Serious Injuries.**

1. The landscaping crew detail officer or *Partner Agency* staff shall provide first aid if they are properly certified and request 911 assistance to be dispatched to the work site.

2. When present, the landscaping crew detail officer shall secure all other inmates into the DPSCS vehicle, notify the maintaining DPSCS facility of the serious injury, and request further instruction from the shift supervisor.

3. If a landscaping crew detail officer is not present, the *Partner Agency* staff shall maintain control over the remaining inmate landscaping crew, notify the maintaining DPSCS facility, and request further instruction from the shift supervisor.

4. DPSCS shall dispatch assistance as needed and provide further instructions.

5. Following a serious injury the landscaping crew detail officer shall write a MOR and forward the MOR to the appropriate DPSCS facility’s medical department and the PSW Director or assistant Director.

\_\_\_\_\_  
Print Name of landscaping crew supervisor

\_\_\_\_\_  
Signature of landscaping crew supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Correctional Officer

\_\_\_\_\_  
Signature of Correctional Officer

\_\_\_\_\_  
Date

Initial \_\_\_\_\_



## Department of Public Safety and Correctional Services

### Office of the Secretary

6852 4<sup>th</sup> Street, Sykesville, Maryland 21784  
(410) 339-5000 – TOLL FREE 877-379-8636 • [www.dpscs.maryland.gov](http://www.dpscs.maryland.gov)

### Public Safety Works Landscaping Crews

#### **FISCAL YEAR 2022 to 2025** **DAILY RATE CALCULATION**

Correctional Officer – 8 Hours	\$198.76
Fringe Benefits	\$130.59
Vehicle Recovery and Operating Costs	\$ 72.00
Inmate Labor Cost – (\$3.12 per day x 6 man crew)	\$ 18.72
<b>Total Daily Rate</b>	<b><u>\$420.07</u></b>
<b>Hourly Rate</b>	<b><u>\$ 52.51</u></b>
<b>Daily Overtime Rate, if applicable</b>	<b><u>\$ 41.33</u></b>

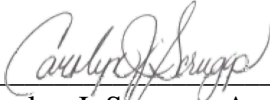
**NOTE: Vehicle Recovery and Operating Costs will only apply when DPSCS transport inmates.**

Hourly rate will be charged for projects below the full workday time stated in the MOU

Overtime Rate will be charged for projects in excess of the full workday time stated in the MOU.

Approved:  X

Disapproved: \_\_\_\_\_

  
\_\_\_\_\_  
Carolyn J. Scruggs, Assistant Secretary  
Programs, Treatment & Re-Entry Services

10/29/2022  
Date



## Department of Public Safety and Correctional Services (DPSCS)

### Office of the Secretary

6776 Reisterstown Road • Suite 214 • Baltimore, Maryland 21215  
(410) 585-3342 • FAX (410) 339-4240 • TOLL FREE (877) 379-8636 • V/TTY (800) 735-2258 • [www.dpscs.maryland.gov](http://www.dpscs.maryland.gov)

## **PUBLIC SAFETY WORKS PROJECTS/PROGRAMS**

### **Rules, Duties, and Regulations for Inmates Assigned to Landscaping Crews – (Sample)**

1. You shall conduct yourself in a respectable manner at all times, inside and outside of the correctional facility. Failure to comply may result in a notice of infraction.
2. You shall prepare to leave for your work assignment in a timely manner.
3. You shall work and remain in your assigned work area unless told otherwise by the attending landscaping work site supervisor.
4. You shall adhere to the instructions of your landscaping work site supervisor and maintain a steady pace of work so as not to interfere with the work performance of your crew.
5. You shall turn over common items found during the performance of your work assignment to the landscaping work site supervisor, e.g. driver's licenses, documents. Items that resemble a weapon, contain alcohol, or an illegal substance should not be touched or discarded, you shall immediately notify the landscaping crew detail officer on duty or the landscaping work site supervisor.
6. You are prohibited from remaining in the housing unit on a workday except for illness, parole hearings, or request of the housing unit staff. If you are unable to work, you shall report to the housing unit control office at least one hour prior to the normal departure time and notify the housing unit Officer in Charge that you are unable to work and explain the reason for your absence. If you are absent more than two (2) days in a calendar month, you may be considered for reassignment.
7. You are prohibited from taking any items from the correctional facility to the landscaping work site that have not been previously approved by Public Safety Works (PSW) Director/Assistant Director and landscaping work site supervisor.

8. You are prohibited from engaging in personal relationships with any employees, contractors, and those acting in an official capacity for that agency or non-profit organization. Examples of prohibited relations, include, the acceptance of gifts of any kind (food, cigarettes, etc.), accepting or placing telephone calls, and sending or receiving any form of correspondence.
9. You are prohibited from receiving any visits from anyone other than DPSCS officials and you may not engage in conversation with civilians other than those directly involved in your work assignment. You may not transmit or attempt to transmit any written communication to any civilians.
10. You may not possess or consume alcohol, drugs, or any item not approved by the PSW Director/Assistant Director or site supervisor.
11. You are prohibited from operating a motor vehicle.
12. You are prohibited from urinating in public.
13. You are prohibited from operating any equipment without proper training and approval from your landscaping work site supervisor.
14. You are prohibited from possessing or bringing items back to the correctional facility without the approval of the facility administration and work site supervisor.
15. You are prohibited from taking or bringing items into the housing unit unrelated to the landscaping work detail.
16. Failure to perform work assignments may result in your removal from the detail or other disciplinary actions.

By signing this document, you acknowledge that you have received, read, understand, and will abide by the rules and guidelines outlined in this form. Violation of the above-mentioned rules may result in disciplinary action.

\_\_\_\_\_  
Inmate's Signature                      SID #                      Date

\_\_\_\_\_  
Staff Witness                      Date





**PUBLIC SAFETY WORKS PROJECTS PROGRAMS**

**MONTHLY BILLING REPORT**

Monthly Calculation Sheet to be submitted to Finance

DATE \_\_\_\_\_  
 FROM \_\_\_\_\_  
 TO \_\_\_\_\_

TRUCK RENTAL AMOUNT	TOTAL AMOUNT	TICKET NUMBER	CUSTOMER SIGNATURE
---------------------	--------------	---------------	--------------------


FACILITY \_\_\_\_\_  
 CUSTOMER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 ATTENTION \_\_\_\_\_ PHONE \_\_\_\_\_

	DATE	PROJECT NUMBER	TIME WORK BEGAN	TIME WORK ENDED	HOURS PER INMATE	NUMBER OF INMATES	TOTAL INMATE HOURS	TRUCK HIRE AMOUNT				
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
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21												
22												
23												



The Department of Public Safety and Correctional Services

**PUBLIC SAFETY WORKS  
WORK TEAM DAILY REPORT**

<b>Date:</b>	<b>DPSCS Facility:</b>
<b>City/County:</b>	<b>Officer Assigned (if applicable):</b>
<b>Agency:</b>	<b>Time Start:</b> <b>Time End:</b>
<b>Agency Leader Name:</b>	<b>Total Time:</b>

**Assignments/Work Description:** (Provide details if there was training issued and the individual that provided the training.)


Route	Location From	Location To

Inmate Name	SID/DOC Number	Quality of work: Excellent/Good/Poor

**Notes/Problems/Unusual Incidents:** Please provide a brief description of the incident and inform the DPSCS facility.


<b>Supervisor Printed Name</b>		<b>DPSCS Printed Name</b>	
<b>Supervisor Signature</b>		<b>DPSCS Signature</b>	



**PRISON RAPE ELIMINATION ACT (PREA) ACKNOWLEDGEMENT  
FOR VOLUNTEERS AND CONTRACTUAL WORKERS**

THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS) HAS A **ZERO TOLERANCE POLICY FOR PRISON RAPE OR SEXUAL ASSAULT** (inmate with inmate, staff, volunteer, or contractor to inmate).

**Please read and sign below**

By signing this, I acknowledge that I have read the DPSCS Guide to Prevention and Reporting of Sexual Misconduct with Inmates brochure provided to me by a DPSCS staff member. I also understand and agree to the provisions set forth within the aforementioned brochure.

\_\_\_\_\_  
Name (*Print/Sign*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Name and Title (*Print/Sign*)

\_\_\_\_\_  
Date

## Maintaining Boundaries — continued

- When speaking to inmates about other staff refer to staff by their title and last name.
- Do not deviate from agency policy for the benefit of a particular inmate.
- Do not flirt or engage in horseplay with an inmate.

## Reporting Sexual Misconduct

All staff, which includes contractors, vendors, and volunteers, are expected to report any sexual misconduct. This includes sexual misconduct by inmates, as well as sexual misconduct by staff. An employee or other staff member receiving a complaint of or otherwise has knowledge of alleged sexual misconduct shall immediately report the complaint to a supervisor, manager, shift commander, or head of the unit followed by the appropriate written format used to document misconduct. An individual who fails to report sexual misconduct is subject to the same sanctions as those individuals directly involved in the misconduct.

## Final Thoughts

Inappropriate relationships with an inmate are seldom secret. Such behavior will subject you to disrespect and manipulation by other inmates that may be aware of the situation. Once in a relationship, professional judgment becomes clouded and the normal defenses that exist to protect you will be compromised. When acting upon emotions, you make take actions that would be considered inappropriate in a correctional environment.

Sometimes an inmate will try to use sexual relationships to improve his or her circumstances within the correctional facility. The inmate may see this relationship as a way to get a better job, avoid discipline, gain

privileges or get access to contraband. It is your responsibility as a contractor, vendor or volunteer to discourage all inappropriate relationships and to maintain professional boundaries at all times.

Your decisions not only reflect upon your own personal and professional reputation, but also upon DPSCS, any other company or organization that you may represent and your co-workers and peers. Poor decisions and unprofessional conduct can destroy your career, your personal life and can even negatively impact your family.

## Department of Public Safety & Correctional Services

300 E. Joppa Road  
Suite 1000  
Towson , MD 21286

Phone: 410-339-5000

# A Guide to the Prevention and Reporting of Sexual Misconduct with Inmates

For contractors, vendors,  
and volunteers

## Department of Public Safety & Correctional Services



*The Department of Public Safety and Correctional Services protects the public, its employees, and detainees and offenders under its supervision.*

### Telephone Numbers:

**Investigation: (410)724-5724**

**PREA Coordinator: (410)339-5033**

# Sexual Misconduct: An Issue of Power

Department of Public Safety and Correctional Services (DPSCS) policy prohibits all sexual conduct between inmates and staff. **When referring to sexual misconduct both Maryland law and DPSCS policy consider as staff all persons working in a correctional facility, vendors or contractors providing services within a correctional facility and volunteers who serve in a correctional facility.** The Department takes a zero-tolerance approach to all forms of sexual misconduct and harassment.

**Sexual misconduct** can be defined as any behavior of a sexual nature. Such misconduct is a breach of the professional relationship that exists between staff and an inmate. Sexual activity changes the boundary between professional roles and personal relationships causing lapses in judgment, potentially dangerous situations and breaches in security. Sexual misconduct may include, but is not limited to:

- Engaging or attempting to engage in any sexual act with an inmate with the intent to abuse, arouse, or gratify sexual desire.
- Any solicitation of sexual activity through threats or promises.
- Invasion of an inmate's privacy (voyeurism) beyond what is reasonably required for the safety and security of the facility.
- Acts of indecent exposure by staff.
- Retaliation by staff for refusing to engage in sexual activity or reporting sexual misconduct.

All persons working or volunteering in a correctional facility found to have engaged in sexual misconduct

face administrative penalties to include loss of employment or volunteer status, termination of contracts for goods and/or services, and loss of access to all correctional facilities. Criminal prosecution under Maryland Annotated Code, CL § 3-314 allows for incarceration for up to three years and/or a fine of \$3000.

**Sexual harassment** can take many forms to include, but not limited to:

- Sexual comments about one's body.
- Repeated comments, staring, or sexual propositions.
- Sexual comments and conversations with sexually suggestive innuendos and double meanings.

Sexual harassment is any sexual behavior that is detrimental to an offender's environment. It can occur without conscious intent and is not limited to explicit sexual demands.

Sexual misconduct and sexual harassment are an abuse of power. Employees, contractors, vendors, and volunteers are placed, as individuals, in a position of authority over inmates. Because of this imbalance of power between inmates and employees, contractors, vendors, and volunteers, there can never be consensual relationship between staff and inmates.

## *Prison Rape Elimination Act*

The Prison Rape Elimination Act (PREA) was signed into law by President Bush in 2003. This law required that a set of national standards be developed to protect inmates and detainees from sexual abuse. The intended purpose of these standards is to provide comprehensive

guidelines for preventing, detecting and responding to incidents of sexual abuse involving inmates in a confinement facility. After a lengthy process that included public review and comment, the Department of Justice published minimum PREA standards that significantly impact administrative and operational procedures of federal, state and local adult prisons and jails, lockups, community confinement facilities and juvenile facilities. The national PREA standards became effective on August 20, 2012. On September 1, 2012 the Department implemented directive DPSCS.020.0026 with the intent to fully support PREA standards.

## *Maintaining Boundaries*

Most staff/inmate sexual misconduct occurs after seemingly innocent professional boundaries are crossed. The following behaviors will help you maintain appropriate boundaries.

- Maintain professional distance.
- Do not become overly close with any particular inmates.
- Avoid sharing personal information with or around inmates.
- Do not accept gifts or favors from inmates.
- Avoid performing favors for inmates.