

STATEMENT OF WORK

COMMUNITY CORRECTIONS CENTER

DECEMBER 1992

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I. **INTRODUCTION**

A. **BACKGROUND**

The Bureau of Prisons (BOP) contracts with state and local governments and private organizations to provide a variety of services to federal offenders in the community. These services are generally provided through facilities commonly known as Community Corrections Centers.

B. **OBJECTIVE**

The objective of this contract is to provide a versatile community-based program for federal offenders. Services shall include programs designed to assist offenders in becoming law-abiding, self-sufficient, contributing members of the community.

1. Three programmatic components are required: **Pre-Release, Community Corrections, and Home Confinement.**

Pre-Release Component: Offenders in this program component are in the center for the purpose of making a transition from the institutional setting to the community, or as a program resource while under supervision. These individuals are the responsibility of the BOP.

Community Corrections Component: Offenders in this program component are in the center primarily as a punitive sanction. Conditions are more restrictive than the pre-release component. This component may consist of individuals under the responsibility of the BOP (Direct Court Commitments and Institution Transfers) and the Probation Office (Supervision Cases).

Home Confinement Component: Offenders in this program component are ordinarily within thirty to sixty days of release. This is a selective status that is authorized discriminantly according to an offender's needs. This component may consist of individuals under the responsibility of the BOP and the Probation Office.

C. **EXPLANATION OF TERMS**

1. **Bureau of Prisons (BOP):** A vital component of the Department of Justice, providing high quality correctional services to confined federal offenders, through a well-managed, varied network of prison and community based-programs.
2. **Community Corrections Center (CCC):** The location in which the contractor's programs are operated; also referred to as facility, center, community treatment center (CTC), or halfway house.
3. **Community Corrections Manager (CCM):** The BOP employee responsible for all functions, programs and services related to Community Corrections in their assigned judicial district(s).
4. **Community Corrections Management Center Administrator (MCA):** The BOP employee who exercises responsibility for Community Corrections operations and programs within the geographical area assigned to the Correctional Management Center.
5. **Community Corrections Regional Administrator:** The BOP employee responsible for all Community Corrections functions, services and operations within their respective region.
6. **Contracting Officer:** A BOP employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer. (See Section G to identify authorized representatives of the Contracting Officer and limited authorities delegated to these representative.)
7. **Contracting Officer's Technical Representative (COTR):**
A COTR is an individual (ordinarily a CCM) designated by a Contracting Officer to act as an authorized representative in monitoring and administration of a contract and acts as technical liaison between the contractor and the Contracting Officer. (See Section G for an expanded outline of these authorities and responsibilities.)
8. **Contractor:** The individual, partnership, corporation or other legal entity who has been awarded a contract

by the BOP; "contractor employees", "staff", or "contractor" are used interchangeably throughout this document. Includes all staff from the CEO level to line staff.

9. **Contract Oversight Specialist (COS):** The BOP employee who, assists the CCM, in inspecting and monitoring contract compliance.
10. **Electronic Monitoring Equipment:** The telemetry technology used to monitor a program participant remains in the specified location during the required hours. Either of the two basic types of equipment described below, or other types yet to become commercially available, may be used. The two types are:
 - a. **Continuously Signalling Device:** The offender wears a transmitter which emits a signal with a range of 100 to 200 feet. That signal is received by a receiver dialer, a unit installed at the monitored location, which notifies the central computer of a change in the offenders status -- when he comes within range of the unit and when he goes out of range. The central computer contains, within its memory, the offenders schedule and, when notified of a change in the offender's status, compares the time of the change with the schedule to determine if the action is a violation.
 - b. **Programmed Contact Device:** A computer contacts the offender periodically to monitor location and verifies the person responding is the offender being monitored. This verification may be accomplished in a variety of ways, including, but not limited to, a device worn by the offender, voice verification, etc.
 - c. **Hybrid Device:** A hybrid device functions like a continuously signalling device until it determines a violation has occurred. Then, it functions like a programmed contact device trying to clear the violation before notifying the operator.
11. **Offeror:** The individual, partnership, corporation or other legal entity who has submitted a proposal to the BOP to provide services as outlined in the solicitation.

12. **Preliminary Site Inspection:** One BOP scheduled, on-site inspection of the offeror's facility and location (place of performance) for the purpose of evaluating the proposed site.
13. **Preoccupancy Inspection:** One BOP scheduled, on-site inspection of the contractor's place of performance to ensure facility repairs or renovations have been completed and minimum programmatic requirements have been met so performance may begin.
14. **Pre-Trial Services Officer (PSO):** An officer of the Federal Courts responsible for supervising federal defendants, prior to trial or sentencing, as directed by Federal Courts.

PSOs are more common to large metropolitan areas. USPOs function in the capacity of a Pre-Trial Services Officer in the majority of judicial districts.

As applicable, the terms USPO and PSO may be used interchangeably throughout this document in connection with pre-trial service defendant responsibilities.

15. **Reasonable Costs:** The costs of travel (airfare, rental car, etc.) and per diem allowances for United States Government travel, as set forth in the Federal Travel Regulations.
16. **Routine Monitoring:** The BOP's scheduled and unscheduled, on-site inspection visits to the contractor's facility to evaluate performance. For program facilities having an average daily population of federal offenders totaling ten or more over the past 90 days, this is ordinarily four times per every twelve months of performance; and for program facilities having an average daily population of federal offenders totaling nine or less over the past 90 days, two times per every twelve months of performance.

17. **Types Of Offenders:**

- a. **Transfers from Federal Institutions:** These BOP offenders have served a portion of their sentence in a federal institution and are completing the

confinement portion in a CCC.

- b. **Direct Court Commitments:** These BOP offenders have been designated to serve their entire terms of confinement in a CCC.
 - c. **Supervision Cases:** These offenders are referred to the BOP for placement in a CCC by a USPO or PSO due to conditional release supervision requirements. The supervision requirements may be by order of a Federal Court, the U. S. Parole Commission, or Federal Pre-Trial Services. The BOP may pay for room and board (except for Pre-Trial cases) during the period of time spent in a CCC on conditional release. Some of these cases may also be referred to as "Community Confinement Cases" as described in the Sentencing Reform Act Guidelines.
 - (1) **Probationers:** Offenders that are required to reside in and adhere to program requirements of a CCC as a condition of probation for the time specified by the Court.
 - (2) **Supervised Releasees:** Offenders that are required to reside in and adhere to program requirements of a CCC as a condition of supervised release for the time specified by the Court.
 - (3) **Parolees, Mandatory Releasees:** Offenders that have been paroled or mandatorily released from a federal institution. The offenders must reside in, and adhere to program requirements of a CCC as a condition of their parole or mandatory release.
 - (4) **Pre-Trial Services:** An individual required by the Court to reside in and adhere to program requirements of a CCC as a condition of pre-trial release. The duration of residence will be specified by the pre-trial services official referring the case for placement. Pre-trial status offenders are the sole responsibility of Pre-trial Services/U.S. Courts.
18. **U. S. Probation Officer (USPO):** An officer of the Federal Courts responsible for supervising federal

offenders placed on probation or under supervised release by Federal Courts. Probation Officers also supervise mandatory releasees and those released on parole by the United States Parole Commission (USPC).

D. **SCOPE OF WORK**

The contractor shall furnish the necessary facilities, equipment, and personnel to provide for the safekeeping, care, and program needs of persons residing in centers as defined in this contract.

The contractor has affirmative responsibility to ensure proper management oversight of their program. Absentee ownership does not mitigate program integrity, responsiveness or responsibility.

The contractor shall develop operational policies and procedures that adhere to the requirements contained in this SOW and to generally accepted correctional practice as defined by the COTR.

Except as otherwise provided for in this SOW, all offenders shall receive the same treatment and services.

All instances of unusual and/or non-routine happenings concerning the facility or inmate management must be telephonically communicated to the CCM immediately, and in writing within three (3) working days.

The contractor shall comply with all requirements outlined in this SOW. The requirements of the SOW are minimum requirements and take precedence over the contractors proposal in the event of any conflict or ambiguity.

The BOP reserves the right to enter into negotiations with the contractor to modify conditions or procedures within this statement of work and contract, so long as those negotiations do not result in a significant change.

II. REQUIREMENTS

CHAPTER 1 - ADMINISTRATION AND ORGANIZATION

- A. The contractor shall maintain documentation (meeting minutes, copies of reports, checklists, etc.) as evidence that requirements in this SOW are being met. The contractor has the affirmative responsibility to demonstrate they are in compliance with the requirements. Any variations from the contractor's proposal must be submitted for approval through the CCM to the Contracting Officer.
- B. The contractor shall provide documentation indicating their standing as a legal entity, or part of a legal entity and shall provide documentation indicating legal measures have been taken to provide continuity of service in the event of incapacitation, retirement, or death.
- C. The contractor shall provide a written description and organizational chart outlining the structure of authority, responsibility, and accountability within the contractor's facility and parent agency.
- D. The Center Director shall hold meetings at least monthly with facility staff to foster communication, establish policy, discuss problems, ensure compliance with requirements, and implement programs. Written documentation of all staff meetings shall be maintained as evidence of compliance.
- E. The contractor shall maintain a current written operations manual which is available to and reviewed, at least annually, by staff. The manual must contain operational procedures of an instructional nature for staff working in the facility. The offeror's proposal may not be used as the operations manual. The manual shall describe the purpose, philosophy, programs, services, policies and procedures of the facility for all elements of work contained herein. The contractor must operate according to this manual. On an as-needed basis, but not less than annually, the contractor shall update the manual to reflect current policy.

The contractor shall have a written system for disseminating new or revised policy and procedure to staff, volunteers, and if appropriate, to residents.

- F. The contractor shall conduct an internal audit of the program on at least an annual basis. The SOW will be used as the guideline for the audit. Written findings and planned corrective actions shall be forwarded to the CCM.
- G. A key staff member from each contract facility shall attend and participate in a regional meeting/training session scheduled by BOP staff every eighteen months, and a local CCM session every six months, in order to maximize contract performance. Additionally, the contractor shall conduct at least 20 hours of annual refresher training for all staff.
- H. The contractor shall have a written policy to prevent conflict of interest which specifically states that no employee may use his or her official position to secure privileges or advantages.
- I. The contractor shall provide documentation of its tax exempt status, if applicable.
- J. The contractor shall operate according to an annual written budget of anticipated revenues and expenditures.
- K. The contractor shall have written policy and procedures for receipt, safeguarding, disbursement, and recording of funds that comply with generally accepted accounting practices.
- L. The contractor shall have liability and property insurance for the facility and equipment, with documentation available for review.
- M. The contractor shall have written policy specifying equal employment opportunities exist for all positions.
- N. Under no circumstances shall a resident be in a position of control or authority over other residents.
- O. Safety of residents and staff shall be given highest priority. The use of physical force shall be resorted to only in instances of justifiable self-defense for the prevention of loss or damage to property, and to prevent a resident from self-inflicted harm.

Only the degree of force necessary to control the situation is allowed; excessive force is prohibited. Any instance where use of physical force is required shall be telephonically reported immediately to the CCM. The contractor shall furnish a written report to the CCM within 24 hours of the incident.

The use or possession of lethal weapons in the contract facility shall be prohibited.

- P. The contractor shall conduct searches of the facility and personal belongings of residents as needed, but at a minimum of once per month. In instances where staff believe a resident is attempting to introduce contraband into the facility, they may conduct a pat search of the resident. For the same reasons, a strip search may be conducted with approval of the Center Director. Any strip search shall be conducted by a member of the same sex and may be done only when at least two staff are present. The basis for and results of the strip search shall be documented and maintained in a log for tracking purposes.
- Q. At least 75% of the services required in this contract shall be provided by the contractor's staff.
- R. If accredited, the contractor shall submit documentation of this status. If not accredited, the contractor shall address what plans, if any, exist to achieve this status.
- S. Any deviation from the provisions of the SOW shall be reported by the contractor to the Contracting Officer through the CCM.
- T. The contractor shall provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language as required by the composition of the resident population.
- U. The contractor shall ensure residents are not used for medical, pharmaceutical, or cosmetic experiments.
- V. The contractor shall post in a conspicuous location, a listing of the name, address, and telephone number of the responsible CCRA, MCA, CCM, Regional Director, CUSPO, and other relevant persons as deemed appropriate by the contractor.

CHAPTER 2 - PERSONNEL

- A. The contractor shall have trained paid staff, dressed and awake on the premises to provide twenty-four hour coverage, seven days a week. The number and type of staff specified

in the contractor's original proposal or agreed to during negotiations shall be maintained. If the average monthly population (AMP) exceeds the original estimate of the government by 25% for three consecutive months, the contractor shall add qualified staff consistent with the original staff/resident ratio. If the AMP is 25% below the original estimate for three consecutive months, the contractor may reduce staff consistent with the original staff/resident ratio, as long as adequate facility supervision is maintained in the judgment of the CCM.

- B. The contractor shall have written personnel policies that reflect the contractor's management philosophy.
- C. The services required in this SOW shall be performed by paid, on-site staff. In addition to paid staff, volunteers may be used at the discretion of the contractor, with CCM approval, and shall be subject to screening and standards of conduct identical to that for paid employees.
- D. The contractor shall provide copies, with submission of original proposal, of job descriptions for all staff positions performing services under this contract. Each job description shall accurately describe duties for the position and include, at a minimum: job title, responsibility of the position, and the required minimum education and experience.
- E. The contractor shall not discriminate or exclude from employment women working in men's programs or men working in women's programs.
- F. The contractor shall have written policy providing for a probationary term followed by permanent status for new or promoted employees.
- G. The minimum education and experience qualifications for the position of Center Director (Facility Manager, CCC Supervisor, etc.) shall be a baccalaureate degree in a social or behavioral science and one year of related experience, or five years of experience in correctional supervision or management.
- H. The contractor shall maintain a complete, confidential, and current personnel record for each staff member, which is kept at the contractor's facility.
- I. The contractor shall evaluate each employee's performance on at least an annual basis. The evaluation shall be in

writing, discussed with the employee, and signed by both the employee and the evaluator.

- J. An initial orientation shall be provided for all new employees during their first week of employment.
- K. All key personnel shall be full-time employees, on-site at the facility, and 100% devoted to the federal contract. (Full-time employment is defined as forty hours per week.) Key personnel are defined as the facility manager, case manager, and counselor or staff in equivalent positions. Any proposed changes of staff identified as key personnel shall be submitted for approval to the CCM prior to employment. Copies of supporting documents to include at a minimum, the application, the applicant's qualifications and reference checks, along with any other relevant documentation, shall accompany the request for approval.
- L. The contractor shall vouch potential employees through reference and employment checks. The contractor shall require all proposed employees to provide complete details of any conviction record. The contractor shall notify proposed employees that a National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS), fingerprint criminal records and other appropriate background checks will be processed by the BOP to verify employment applications. The contractor shall provide the full name, date of birth, state of birth, sex, race, and social security number on all prospective employees, prior to employment, to the CCM. Prospective employees may not begin working with federal residents prior to the NCIC/NLETS clearance from the CCM. The granting of full approval of an employee shall not occur until the government receives a response(s) from the fingerprint or other background checks. This approval shall in no way prevent, preclude, or bar the withdrawal or termination of any such approval by the government, at any time during the term of the contract.
- M. The staffing pattern of the facility shall concentrate program staff when most residents are available at the facility. The contractor shall provide a work schedule clearly defining the duty hours of each staff member and indicate which staff are full-time and which are part-time. If the contractor's facility also houses non-federal residents, the contractor shall specify what percentage of each staff member's time will be devoted to the federal contract.

N. Standards of employee conduct shall include, but may not be limited to, the following:

1. The contractor shall not display favoritism or preferential treatment of one resident, or group of residents, over another;
2. No contractor employee may deal with any resident except in a professional relationship that will support the approved goals of the center program; specifically, staff members must never accept for themselves or any member of their family, any personal gift, favor or service from a resident or from any resident's family or close associate, no matter how trivial the gift or service may seem; [all staff are required to report to the center director any violation or attempted violation of these restrictions;] in addition, no staff shall give any gifts, favors or services to residents, their families or close associates;
3. No contractor employee shall enter into any business relationship with any resident or resident's family (e.g., selling, buying or trading personal property), or employ them in any capacity;
4. Other than incidentally, no contractor employee shall have any outside contact with a resident, ex-resident, resident's family or close associates, for a period of two years from the last day of the resident's sentence or supervision, whichever is later, except for those activities which are an approved, integral part of the center program and a part of the employee's job description;
5. Contractor employees may not engage in any conduct which is criminal in nature or which would bring discredit upon the contractor or BOP; the contractor shall ensure the conduct of all employees is above reproach; not only must employees avoid misconduct, but the appearance of misconduct as well;
6. Any violation or attempted violation of the restrictions referred to in this section on employee conduct shall be reported telephonically and in writing, including proposed action to be taken by the contractor, to the CCM who will consult with their supervisors and a determination will be made if the employee may continue to work with federal offenders; any failure to report a violation or take appropriate

disciplinary action against contractor employees may subject the contractor to appropriate action, up to and including termination of the contract; and

7. The contractor shall notify employees of the standards of conduct and document this notification in personnel files.
- O. Under the provisions of the Convict Labor Act, residents are not permitted to perform work for the contractor, except as part of the program, they may be required to maintain their respective living areas. This includes sweeping and cleaning their immediate living area as well as recreation or day room areas, bathroom and shower areas, and passage and hallway areas. "Extra Duty" could be imposed for minor rule infractions and could include such things as occasional lawn mowing or sanitation duties. The intent of the statute is that inmates will not be used in lieu of paid workers.
- P. The contractor shall not employ any individual who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons with previous criminal convictions, but who are not under supervision, may be considered for employment, however, the BOP reserves the right of approval in such cases. Consideration will be given to such factors as criminal history, time elapsed since conviction(s), and subsequent adjustment in the community.
- Q. The contractor shall have an employee retention program designed to minimize employee turnover. The specifics of this program shall be outlined in the contractor's proposal.
- R. The contractor shall ensure each person employed, or any subcontractor(s) employed, has a Social Security Card issued and approved by the U.S. Social Security Administration, and is a United States Citizen or a person lawfully admitted into the United States as a permanent resident.

The contractor shall be responsible to the government for acts and omissions of employees, and of subcontractors and their employees.

- S. Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens will not be employed by the contractor to work on, under or with this contract. The contractor shall ensure this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

T. The contractor has the responsibility to provide a working environment that is free from sexual harassment and intimidation in accordance with the provisions of Title VII of the Civil Rights Act of 1964, as amended. Generally, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature (including sexually explicit language, jokes, etc.) when:

1. The employee must submit to the offensive conduct as an explicit or implicit condition of employment; or
2. The employee rejects advances and risks losing a job, promotion, privileges, or benefits; whereas, the employee who submits gains favors and advantages; or
3. The employee's job performance is interfered with as a result of the offensive behavior, or the work atmosphere becomes hostile or intimidating.

CHAPTER 3 - FACILITY

- A. The facility shall be located within one mile of public transportation, or the contractor shall provide for transportation of residents for employment or program participation activities at no cost to the resident.
- B. The contractor shall ensure the facility is not located in an area where public concern or opposition would have an adverse effect on the community or the residents. The contractor shall provide copies of documentation indicating the community where the facility is located has been advised of the program and purpose. This documentation may include, but is not limited to, letters or petitions signed by the elected or appointed officials in the facility's geopolitical subdivision, letters from the adjacent property owners and other residents, and other material supporting the community has been made aware of the contractor's intent to locate and operate the CCC program at the contractor's specified address. Letters from adjacent property owners and other residents shall include name, address, and their respective location to the proposed facility.

If the facility is part of a hotel/motel, the contractor shall submit documentation to verify paying guests are notified there is a CCC program at the facility.
- C. The facility shall be located in an area where the commuting time to the general area of work is ordinarily no more than one and one-half hours each way via public transit. The contractor shall arrange for transportation for indigent residents while seeking employment, at no cost to the resident.
- D. The facility's sleeping quarters shall have adequate ventilation of outside or recirculated filtered air. The BOP authority having jurisdiction determines if adequate natural or mechanical ventilation is present.
- E. All resident personal living/sleeping areas in the facility shall have lighting of at least twenty (20) foot candles. Lighting in washroom and resident grooming areas shall have lighting of at least thirty (30) foot candles. Illumination for walk-in refrigerator, freezer, closet and/or storage areas shall be at least ten (10) foot candles.
- F. A minimum of six square meters (sixty (60) square feet) of

sleeping space shall be provided each resident of which no more than .4 square meters (four square feet) is closet space. Common areas such as dayrooms, bathrooms, TV rooms, dining rooms, halls, etc. shall not be considered as living space.

Each resident shall be provided equal closet/metal locker space in their sleeping area for the storage of personal items.

- G. The contractor shall ensure residents are afforded a reasonable degree of privacy. Co-correctional facilities shall provide for separate sleeping, bathing, and toilet facilities by gender.
- H. The contractor's facility shall be accessible to the physically handicapped, or the contractor shall develop contingency plans to provide services to these residents by subcontracting or arranging for services through an acceptable alternative. When the resident is housed by someone other than the contractor, the contractor maintains responsibility for the resident.

Contingency plans to house the physically handicapped in other than the contractor's facility require the advance approval of the CCM.

- I. Private counseling space shall be provided in the facility.
- J. Space and furnishings for activities such as group meetings, visits, and recreation shall be provided in the facility.
- K. At a minimum, the facility shall have one operable toilet for every ten residents, one shower (or bathing area) for every eight residents, and one wash basin for every six residents.

Showers and wash basins shall have hot and cold water. Hot water temperatures shall be thermostatically controlled at 120 degrees fahrenheit.

- L. Laundry facilities shall be available to all residents. One operable washer and dryer for every sixteen residents shall be provided in-house or through a community establishment within one mile of the facility. The costs of laundering all indigent resident's belongings shall be the financial responsibility of the contractor.
- M. Adequate telephone facilities which are accessible to

residents shall be provided on the facility's premises. The use of pay telephones is acceptable.

- N. The facility room temperature shall be consistently maintained which is appropriate for the season. Ordinarily, 20 degrees C (68 degrees F) during seasonably cold months and 25.6 degrees C (78 degrees F) during seasonably warm months, shall be maintained.

However, cooling energy shall not be used to achieve the temperatures specified for heating and heating energy shall not be utilized to achieve the temperatures specified for cooling.

- O. The contractor is required to identify the exact areas of their proposed facility to be utilized for resident sleeping areas, counseling, dining, kitchen, etc. This information is required in the form of a diagrammed facility floor plan, to include exact room dimensions. The contractor is required to notify the CCM, in writing, of any proposed changes to this plan. The CCM will have final approval authority of any deviation from this plan before any federal residents are moved.

CHAPTER 4 - LIFE/SAFETY

The safety and welfare of residents are of paramount importance.

The contractor shall ensure requirements in these areas are maintained at all times. The structure a contractor selects for housing federal offenders must meet certain requirements before it is approved by the BOP. Some requirements apply to all facilities while other requirements are based on the type of structure and size of program. In addition to structural requirements, there are basic safety conditions that must exist in order for the program to meet acceptable standards.

- A. The facility shall comply with all local, state, and national health, safety, environmental, and building codes. In the event local, state, and national codes conflict, the most stringent will apply. By policy, the BOP has adopted and will use the National Fire Protection Association's (NFPA) 101 Life Safety Code inclusive of all standards referenced in Appendix B, such as: flammability standards DOC-FF-472 and 16 CFR 1632, National Electrical Code, U.S. Department of Health, Education, and Welfare Food Service Sanitation Manual, Occupational Safety and Health Administration's General Industry Standards, American National Standards Institute, American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc., and NFPA Codes 260-261.

All NFPA 101, Life Safety Code requirements are considered mandatory. The BOP reserves the right to interpret and enforce all requirements of the version of NFPA 101, Life Safety Code under which the contract was awarded.

1. Applicable chapters of NFPA 101, as interpreted by BOP's representatives, will be applied during all facility inspections.
2. The contractor shall ensure their facility is inspected in accordance with local and state fire building codes by a representative of the local or state authority having jurisdiction.
3. The contractor will establish a comprehensive Environmental/Pollution Prevention Program designed to use source reduction techniques and sound recycling practices in accordance with local ordinances. If there are no local ordinances in place, the contractor shall develop an Environmental Awareness Program available to all residents.

B. Fire Evacuation/Emergency Procedures

1. At a minimum, written emergency procedures shall include instructions for the following procedures:
 - a. Immediate notification of the fire department
 - b. Alert and/or Evacuate Occupants
 - c. Notify Authorities
 - d. Control or Extinguish the Fire
 - e. Evacuation Routes/Procedures
2. The contractor shall review the written emergency procedures at least annually and document the review.

C. Evacuation/Emergency Training

1. All personnel shall be trained in the implementation of emergency procedures within two (2) weeks of their initial employment. In addition, emergency training is to be included in annual refresher training given to all personnel. All training is to be documented for compliance.

D. Diagrammed Evacuation Routes

1. Diagrammed evacuation routes are to be posted at a conspicuous location at every occupied floor location.
 - a. Diagrammed plans shall identify "You Are Here" location and be compatible with the building location.
 - b. Plans shall include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies.
 - c. Emergency and evacuation procedures, including diagrammed evacuation routes, are to be communicated to each new resident upon arrival.

E. Evacuation drills shall be conducted at least monthly and during hours when most residents are present in the facility. Documentation of each drill shall include: date, time, amount of time taken to evacuate the building, evacuation path used, and comments.

F. Smoke Alarm Systems

1. An annual Inspection Certification Test is to be conducted on all smoke and fire alarm systems by an independent,

qualified source.

2. Smoke detectors are required in all sleeping rooms, corridors, and common areas, and shall be powered by the facility electric service.
3. The fire alarm system must be hardwired into an annunciator panel, located at a central control point under 24-hour supervision by a responsible staff person. (NFPA exception does not apply)

G. Fire Extinguishers

1. There must be at least one pressurized (Class A) portable water fire extinguisher per 180,000 square centimeters (6,000 square feet) or a minimum of one extinguisher per floor level. Travel distance cannot exceed 187.5 centimeters (6.25 feet).
2. Dry chemical extinguishers with at least a 2A30BC rating may be substituted for other extinguishers. Extinguishers must have a minimum capacity of 1.125 kilograms (2.5 pounds).
3. Dry chemical (Class B/C) extinguishers with a 30BC rating are required in furnace, electrical, and kitchen areas.
4. Portable fire extinguishers shall be inspected at least quarterly by a trained person.
5. Hydrostatic pressurized testing of fire extinguishers is to be in accordance with the following:
 - a. Class A (Pressurized Water) - 5 years
 - b. Class B/C (Carbon Dioxide) - 5 years
 - c. Class B/C (Dry Chemical) - 12 years

H. Furnishings

1. All mattresses, mattress pads, and pillows throughout the facility shall meet the Flammability Standard DOC-FF-472 or California State Technical Bulletin 106 and Federal Flammability Standard 16 CFR 1632.
2. Interior furnishings such as sofas, chairs, etc. shall meet the requirements of NFPA 260-161. Curtains or other window coverings shall meet the requirements of NFPA 701. These are to be considered minimum requirements. Documentation showing the furnishings compliance with these requirements must be maintained when used in the facility.

NOTE: I 1 and 2 requirements apply to the entire structure even though BOP residents may only occupy a portion of the facility, except when Federal residents are separated from other occupancy areas by vertical/horizontal protection with no shared ventilation.

3. The contractor may permit residents to decorate their sleeping quarters with personnel possessions, pictures, and posters. However, it may not pose a threat to fire or safety of the residents.

I. Interior Finish

1. Interior finish on walls and ceiling areas shall have a Class A or B fire rating, providing a minimum of 15 minute thermal barrier.
2. Interior wall and ceiling finish cannot consist of vinyl wallpaper, paneling, combustible pressboard, cellular or formed plastic or any other non-rated building material.
3. Interior floor finish (carpets/pads, etc.) may not create any unusual hazard. Whereas, there may not be any special requirements. However, where the need is clearly recognized as an unusual hazard, removal or repair as identified shall be accomplished.
4. Exposed wooded floor joist construction or other exposed wood construction areas shall be charged as Class-C interior finish in storage/furnace areas if building is not sprinkled.

J. Exit/Emergency Lighting

1. Access to exits is to be apparent through illuminated exit signs and directional arrows which have a secondary power supply in case of power failure.
 - a. Approved signs providing a minimum of six foot candles shall be used and may be powered by an external power source or be self-luminous signs containing tritium gas.
2. Externally and internally illuminated exit signs must be visible in both the normal and emergency lighting mode.
 - a. "Placard" style exit signs using iridium in letter markings shall not be used in facilities housing BOP

residents.

3. Electric and battery powered emergency light units shall be provided in all buildings to provide continuous lighting.

**CHAPTER 5 - ENVIRONMENTAL
HEALTH/SANITATION/HOUSEKEEPING**

An effective, well defined sanitation/housekeeping plan is of utmost importance for the protection of health and well being. In addition, proper sanitation throughout the facility compliments fire and pest control efforts. All too often, failure to maintain an effective program results in preventable accidents and possible injuries and/or personal liability.

- A. The contractor shall ensure the facility and surrounding area is kept clean and in good repair at all times.
- B. Sidewalks leading from the exit access are to be clear of materials, debris, ice, snow, etc. Where the accumulation of ice and snow is likely because of the climate, the exterior exit access shall be protected by a roof.
- C. Documented weekly sanitation and safety inspections of all internal and external areas and equipment, with documented follow-up, shall be done to ensure proper and timely corrective action is taken on discrepancies found during these inspections.
- D. There is to be documented evidence the facility and personal property of residents are searched monthly.
- E. When a resident is indigent, the contractor shall provide personal hygiene articles at no cost to the resident.
- F. Upon arrival, each resident shall be issued one complete set of clean bed linens and towels. The contractor shall provide for the exchange or laundering of these items on a weekly basis, and at no cost to the resident.
- G. Waste containers shall be of noncombustible or other approved materials.
- H. Filters on furnaces and ventilation systems are to be exchanged and kept clean as per manufacturers requirements. Ventilation system's ducts and vents are to be maintained as to eliminate accumulation of dust and dirt build-up.
- I. When smoking is permitted, in the facility, "Designated Smoking Area" signs shall be conspicuously posted at approved locations.

CHAPTER 6 - ELECTRICAL SAFETY

The National Electric Code and General Industry Standards (OSHA 1910.304) will be the major resource materials needed to meet approved electrical standards.

- A. Ground Fault Circuit Interrupters (GFCIs) shall be required on all 110 Volt, single phase outlets in the laundry, kitchen, and bathroom areas within 180 centimeters (6 feet) of a water source.
 - 1. GFCI wiring shall be 14 gauge w/ground. Standard wiring is usually 12 gauge w/ground.
- B. Electrical panel box covers shall contain an accurate, up-to-date directory. The disconnecting means of electrical equipment shall be marked as to its use, unless readily apparent.
- C. Extension cords shall not be used in lieu of hard or permanent wiring.
- D. Wiring/receptacles must be grounded - no obsolete 2-wire outlets, unless approved by the BOP.
- E. Floor space heaters and hot water "stringers" are considered unsafe from the standpoint of fire safety and shall not be permitted.
- F. Guard grids on oscillating or floor fans cannot exceed .625 centimeter (1/4") for safety reasons.
- G. The following electrical safety standards shall apply:
 - 1. Damaged or frayed wiring cannot be taped or spliced.
 - 2. Empty light fixture or fuse sockets, wiring, etc. may not be exposed or unprotected. Missing knock-outs, circuit breakers, or other openings in electrical equipment must be effectively enclosed to prevent exposure to live or energized ports.
 - 3. The use of multi-outlet electrical adapter plugs is prohibited.
 - 4. Damaged plate covers, switches, outlets, etc. must be replaced.

5. The use of electrical tape to repair cut or damaged cords or cables is prohibited. Cords and cables must be effectively repaired by the proper means (i.e. use of heat shrink tubing, re-installation of cords or cables to equipment, etc.).

CHAPTER 7 - TOXIC, CAUSTIC, AND FLAMMABLE MATERIALS

The contractor must establish a written program for the storage, issuance, handling, and accountability of flammable liquids, hazardous chemicals, toxic, and caustic materials used within the facility. Potential hazards are far greater when these chemicals or liquids are left unsupervised or handled carelessly.

The Environmental Protection Agency (EPA) and General Industry Standards (OSHA 29 CFR 1910) have established standards for the proper handling and use of all toxic, caustic, and flammable materials.

All personnel shall be trained in the proper handling and use of all toxic, caustic, and flammable materials within two weeks of their initial employment or whenever a new hazard is introduced into their work area. All training is to be documented for compliance.

EXPLANATION: Toxic, caustic, and flammable materials are defined as those having "signal words" such as POISON, DANGER, and/or WARNING on the label. Such materials require special handling, control, and accountability.

- A. Flammable materials such as gasoline, kerosine, and paint thinner shall be stored outside of the main structure or in approved Department of Transportation safety containers located within the facility. Flammable materials are classified as a Class I material having a flash point of -17.8 - 37.8 degrees celsius (0-100 degrees fahrenheit).
- B. Toxic, caustic, and flammable materials may not be stored in sleeping rooms, furnace areas, kitchens, or in close proximity with stored foodstuff.
- C. Materials are to be properly labeled, stored in the original container, and in a secure area. Concentrated materials may be used by the general population once the product has been diluted. Container is to be labeled and marked "Diluted".
- D. Inventory cards or an approved method of accountability must be maintained on all toxic, caustic, and flammable materials.
- E. Propane gas and other pressurized cylinders, both full and empty, are to be strapped, chained or stored in the upright

position.

- F. Aerosol containers are considered pressurized cylinders and need to be controlled and accountability maintained.
- G. The "Right-to-Know-Law" requires that Material Safety Data Sheets (MSDS) be maintained on all toxic, caustic, and flammable materials. These data sheets will list the characteristics and chemistry of the product, flash point, and first aid antidote in case of ingestion or exposure.
- H. Personal protective clothing is to be furnished and utilized in accordance with the MSDS.

CHAPTER 8 - PEST CONTROL

The EPA has set standards for pesticide handling and use. These include such areas as record keeping, storage and disposal procedures, filling and mixing methods, etc. All of the standards are designed to help make pesticide use safer for people and the environment.

State laws also govern pesticide use. Both federal and state laws and regulations apply to any person using pesticides within a state. In some cases, it may be feasible for the contractor to contract these services through a licensed exterminator. However, the best method of pest control is the establishment and maintenance of good housekeeping practices.

- A. The contractor shall provide for vermin and pest control and disposal.
- B. Proper control and accountability of pesticides and rodenticide is to be maintained. (Refer to Chapter 7 - Toxic, Caustic, and Flammable Materials.)
 - 1. Pesticides are to be stored in a cool, dry, and well ventilated room which can be secured and locked. All pesticides are to be stored in their original containers bearing the proper label of the ingredients.
 - 2. All empty pesticide containers are to be triple rinsed prior to the disposal of the container. Disposable aerosol containers are not to have any "charge" remaining in them at the time of their disposal.
- C. Screens are to be in place and in good condition on all open windows within food preparation and dining areas.
- D. Trash and garbage removal is required. Containers and collecting areas are to be free of accumulated trash and debris.

CHAPTER 9 - REFERRAL AND INTAKE PROCESSING

- A. The contractor shall have written policies and procedures governing offender referral and intake.
- B. All referrals shall be processed through the CCM, and the contractor shall consider federal referrals only from the CCM. Acceptance of a federal resident without CCM approval may result in non-payment.
 - 1. Contractors shall specify their criteria for rejecting referrals. When a referral is unacceptable, notification shall be made telephonically within three days to the CCM and followed-up in writing, citing the specific reasons for denial.
 - 2. The contractor and/or the CCM shall establish a reporting date on which an individual is to report to the center. Notification of acceptance shall be made telephonically within three days to the CCM and followed-up in writing, with a copy to the referring source.
 - 3. Referrals for inmates confined in institutions shall be advised by the contractor by mail of center rules and regulations at the time they are accepted for transfer. The notification of center rules and regulations shall be documented and contain the signed written consent of an inmate.

Direct commitments and supervision cases shall sign a written consent to these conditions at the time of intake processing.

All residents shall be advised the Center Director's approval is required prior to entering into any contract.
- C. The contractor shall develop an intake process that complies with the following requirements:
 - 1. Contractors shall immediately notify CCMs by telephone of the arrival of offenders at CCCs. Should an offender arrive during evening hours, weekends, or holidays, the CCM shall be notified during the next regularly scheduled working day.

2. The contractor shall send written notification of offenders' arrival to appropriate USPOs.
3. For offenders who transfer to CCCs, the contractor shall sign and return the Transfer Order (Return of Service) to the CCM.
4. The contractor shall execute the Judgment and Commitment (J & C) Order upon arrival of offenders committed directly from court to serve a sentence. Staff must sign and date the original of the J & C and return it to the U.S. Marshal (USM) of the sentencing district, with a copy to the CCM indicating the date the original was mailed to the USM. Finally, the contractor retains a copy in the resident's file.
5. The contractor shall photograph each offender admitted to the center and retain the photograph in the resident's file. This will provide for a recent, clear means of identifying each resident, which is especially useful in subsequent matters of investigation or discipline.
6. Resident's fingerprints are required for identification purposes.
 - a. The BP-Record-73 (Fingerprint Card) concerning institution transfers is usually forwarded to the center from the institution. The contractor shall take three sets of fingerprints on Direct Court Commitments and two sets on Supervision Cases. Two sets of fingerprints on Direct Court Commitments and one set on Supervision Cases shall be forwarded to the CCM. The remaining set of fingerprints will be kept in the resident's file for identification purposes only.
 - b. If the contractor does not have staff trained in fingerprinting procedures, they may make arrangements with a local law enforcement agency. Contractor staff shall accompany residents when prints are taken. Contractor staff may contact the CCM to assist in arranging for fingerprints.
 - c. Centers operated by state correctional or parole agencies should forward fingerprint cards to the Federal Bureau of Investigation in accordance with their own practices.

7. For each resident, the contractor shall complete an Initial Intake Form (Attachment A). This form shall be placed in the front section of the resident's file to facilitate easy access by staff.
8. Confidentiality of case records is essential. Adherence to applicable local, state and federal procedures and guidelines shall be maintained. In order to release information to employers and other third parties, a release must be obtained from the resident. Likewise, residents shall acknowledge other conditions of residence in a center program which include but are not limited to urine testing, subsistence collection, medical treatment, and an agreement to abide by posted regulations. Attachment B, Conditions of Residential Community Programs shall be signed by all residents. If an offender is transferred from a federal institution, this form should already be in the file, signed by the resident. If a form is not on file, one shall be obtained by center staff.

CHAPTER 10 - PROGRAMS

The BOP utilizes contract CCCs for pre-release assistance to offenders returning to the community from institutions. To a lesser extent, probationers, parolees, mandatory releasees, and pre-trial defendants, as well as direct court commitments are required to reside in these programs.

The capability to provide a more restrictive environment for certain cases is required. When offenders are placed in CCCs to serve short sentences of imprisonment or for community confinement as a condition of probation or supervised release, the general conditions are to be more restrictive and sanction oriented than for offenders who are in pre-release status from institutions.

- A. **Program Components:** Offenders in CCCs shall be classified into one of three program components: pre-release, community corrections, or home confinement. Offenders in all components are provided the same general program resources, but the privileges and supervision requirements are different.
1. **Pre-Release Component:** residents in this component are in a CCC for the purpose of making a transition from an institutional setting to the community, or as a program resource while under supervision.
 2. **Community Corrections Component:** residents in this program component are in a CCC as a punitive sanction. Conditions are more restrictive than the pre-release component. Except for employment, program needs and any community service directed by the court, residents in the Community Corrections Component are ordinarily restricted to the center. Passes, furloughs or other absences from the facility require advance approval of the CCM. Recreation activities are ordinarily provided for in the contract facility. If in-house capabilities do not exist, then recreation will be made available in the community through limited and clearly defined sign-out procedures.
 3. **Home Confinement:** residents placed in this component are ordinarily within thirty to sixty days of release. This is a selective status that is authorized discriminately according to an offender's needs. Offenders in this program component are permitted to reside at home and work at gainful employment while continuing in official detention

status at the CCC.

Unless directed otherwise by the CCM, transfers from federal institutions will be initially placed in the Pre-Release Component, and direct court commitments and offenders under supervision (including community confinement cases) will be placed in the Community Corrections Component.

B. **Resources:**

1. The contractor shall develop and utilize a network of community resources and services, including referrals to other federal, state and community agencies, in an attempt to fulfill each resident's specific program needs.
2. The contractor's programs shall include individual counseling relative to the search for gainful employment, job training, academic and vocational training, establishment of family ties, consumerism, center behavior, substance abuse, post release residence, and community adjustment, as indicated by the individual's needs.

C. **Individual Program Planning and Progress:**

Within a resident's first two weeks, the contractor shall complete an individual program plan that addresses all areas of resident needs and includes a time schedule for achievement. All programs, services, and opportunities shall be provided without discrimination based on race, creed, or national origin. Until completion of program plans, resident's are prohibited from leaving the CCC on either sign-out or pass status for social purposes. Residents may be approved to sign-out for employment or for verifiable employment interviews only. Residents are prohibited from performing Community Service unless ordered by the Court.

Prior to developing the program plan for supervision cases, the supervising authority (USPO, etc.) shall be consulted and given the opportunity for input into the formulation of the plan.

The program plan shall be signed by the contractor and resident, and when applicable, the supervision authority. Progress shall be reviewed at least every two weeks by the contractor with the resident. The outcome of each review will be chronologically documented on the standardized case note form (Attachment C), placed in the resident's file and signed by staff and resident.

While program planning and review must be a flexible process, changes must be documented. Resident case notes must have

substance and should clearly allow a monitor to determine resident progress or lack of it. These notes should be the basis of the terminal report.

D. **Resident Financial Responsibility:**

In order to promote personal financial responsibility, the BOP requires residents to contribute to the cost of their CCC residence through subsistence payments to the contractor. Contractors shall collect twenty-five percent (25%) of each employed resident's weekly gross income, (not to exceed the daily manday rate times seven, per week) rounded down to a whole dollar amount, EVERY PAY DAY. Residents who are not employed, but who have other means of financial support (i.e. Social Security, VA Benefits, Workman's Compensation, etc.) shall contribute an amount determined appropriate by the contractor and approved by the CCM. The amount should approximate 25% of the resident's weekly income. Acceptable forms of subsistence payments include: money orders, personal checks, certified checks, and/or cashier checks (cash is not an acceptable type of payment).

Contractors shall provide residents with receipts for collections indicating amount collected, gross income, and time period covered, and shall provide a collection record with monthly billings. Contractors are responsible for collecting the full subsistence due, and amounts not collected, may be deducted by the BOP from the monthly billing. Copies of all pay stubs and collection receipts shall be kept in the resident's file. Partial weeks of residence are prorated (i.e. average of two weeks 25% divided by seven = average daily per diem rate). Payments are made at the conclusion of each week of residence -
- ONLY THE LAST WEEK'S SUBSISTENCE MAY BE COLLECTED IN ADVANCE.
Contractors shall reduce the monthly billing to the BOP by the amount collected in subsistence. Additionally, contractors shall list gross wages on their monthly bills and submit documentation with their bill submission for all instances where no subsistence is collected.

Social activities, passes, furloughs, and other privileges may be withheld pending a resident's subsistence payments. Failure to pay subsistence payments may result in disciplinary action, including termination from the program.

In individual cases with very unusual circumstances, CCMs may waive or reduce resident subsistence payments. Such cases must be fully documented.

Court orders that require supervision residents to pay part or

all of the cost of their residence take precedence over the 25% subsistence policy. If the cost of confinement is indicated, this payment may not exceed the daily manday rate, times seven per week. Contractors shall collect the payments and deduct the amounts from the monthly billings to the BOP, unless disposition of the monies is otherwise specified by the court.

In the absence of a court order, supervision residents are responsible for subsistence payments as outlined in this section.

E. **Employment:**

Gainful employment of residents is a fundamental expectation of the BOP.

1. The contractor shall develop meaningful resident employment opportunities. Meaningful employment means the matching of jobs to resident needs, aptitudes, desires, and capabilities.
2. To the extent needed, contractor staff shall assist the resident in seeking employment. Residents are ordinarily expected to secure full-time employment within fifteen working days. For purposes of this contract, full-time employment is defined as one or more jobs totalling forty hours per week. Any proposed employment plan that is less than full-time, requires the approval of the CCM and must be fully documented. Records will be reviewed during monitorings by the CCM.
3. Each resident's employment requires the contractor's written approval. The contractor will ensure through documentation that the resident's employer is aware of the resident's legal status. When written correspondence is utilized, it shall be delivered via U.S. Mail, not hand delivered by the resident. Any changes in a resident's employment shall require advance approval by the contractor.
4. For each job a resident acquires, the contractor shall verify employment by a random, on-site visit during the first seven days, and document the visit in case notes to include date and the title of the person contacted. Thereafter, at least monthly, the resident's employment supervisor shall be telephonically contacted to substantiate attendance and discuss any problems which may have arisen. On at least one other occasion each month, the resident shall be telephonically contacted to ensure accountability. The contractor shall complete additional contacts as necessary. All contacts concerning a resident's employment

shall be documented in the case notes.

All requests to modify or waive the contractor requirements contained in #3 and #4 above for residents under supervision, must be submitted in writing to the contractor by the supervising USPO, with a copy to the CCM.

5. Restriction from work shall not be used as a disciplinary sanction.
6. With the advancement of technology and the use of beepers and cellular phones in the work place, there is a need to monitor the legitimate use of this equipment. When CCC staff believe it is essential for a resident to maintain a beeper, cellular telephone, etc., in the performance of his/her work, the following procedures shall be followed:
 - a. Residents will make a written request to the CCC Director stating the specific need and use for the electronic communication equipment. The CCC Director will verify the legitimate need and forward the request for approval to the CCM. A copy of the request (approved or disapproved) will be returned to the CCC Director with a copy to the resident's file.
 - b. For supervision cases, the CCC Director will make the request to the USPO seeking approval guidance. A copy of the request will be forwarded to the CCM for informational purposes. The USPO's response to the request will be placed in the resident's contractor file and a copy forwarded to the CCM. This information shall be available for review during routine monitorings.

F. **Residence Development:**

The contractor shall provide assistance to residents in locating housing/residence suitable for release purposes. Residence suitability is to be verified by the contractor and/or USPO through an on-site visit and the address is to be submitted to the USPO for approval as a release residence.

G. **Substance Abuse:**

1. **Drug Aftercare Counseling/Urine Surveillance:**

- a. For inmate residents who will have drug aftercare as a condition of supervision, the contractor will conduct a

program planning conference within the first week of the resident's arrival. The conference should include the USPO, the drug counselor, the resident, and appropriate contractor staff. This conference may be conducted by teleconference with the Probation Officer or during a USPO field visit. Plans for drug aftercare counseling services will be formulated during the conference. If possible, the resident should receive counseling from the same agency and counselor as will be provided upon release under supervision.

- b. At least thirty minutes counseling (group or individual) shall be provided weekly to inmate residents who will have drug aftercare counseling as a condition of their release supervision and/or have a known history of drug abuse. The costs of drug aftercare counseling are the responsibility of the contractor.

The minimum qualifications of the substance abuse counselor (drugs and alcohol) shall be an advanced degree in behavioral sciences, preferably in the area of psychology, social work or rehabilitative counselling, or a baccalaureate degree in behavioral sciences and at least two years of substance abuse treatment experience or training. In addition, Certified Addiction Counselors (CAC) may also be utilized. If the counseling is provided by someone other than contractor staff, the contractor shall provide documentation with monthly billings (i.e., copies of paid invoices, etc.) to verify services have been rendered. Notes shall be kept of all sessions.

- c. For urine testing, the contractor shall utilize either the laboratory under contract with the BOP or an acceptable alternative laboratory. The laboratory must be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services (HHS) to engage in urine drug testing for federal agencies. The letter of certification from HHS/NIDA and substantiation that the laboratory meets **all** specifications as outlined in Attachment D, entitled Urine Testing Specifications, shall be provided at the time the proposal is submitted. Except as provided for in Chapter 18, costs of urine testing shall be paid by the contractor (costs of urine testing for residents under supervision are the responsibility of the supervising authority). The contractor shall maintain proof (copies of paid invoices, canceled checks, lab

reports, etc.) to verify services have been rendered.

- (1) ALL urine testing shall be conducted on a "surprise", unscheduled basis in accordance with Attachment E, entitled Standard Procedures For Collecting Urine Surveillance Samples. To eliminate the possibility of a diluted or adulterated sample, staff shall keep the resident under direct supervision following a request for a sample. If the resident is unable to provide the sample, staff shall continue the direct supervision for a two-hour period following the request for the sample.
- (2) All residents who have a condition of drug aftercare, a known history of drug abuse, or are suspected of illegal drug use shall provide urine samples at a minimum of four times per month.
- (3) All confirmed disruptive group members shall be tested every month for drugs and marijuana use.
- (4) All other residents (with the exception of pre-trial and probation cases) shall be randomly tested at least at the rate of one for every ten residents per month; testing in greater numbers requires CCM approval.
- (5) Urine samples shall be collected in an approved container with same gender contractor personnel visually observing production of the sample. As soon as the sample has been collected, the witness shall secure the specimen for analysis, placing it in a locked container.

To ensure the integrity and security of the process, the contractor shall establish a procedure for a chain-of-custody from the point of receiving the empty bottle supplies from the laboratory until the samples are mailed to the lab for analysis. No unauthorized persons nor residents may be involved in the handling of empty bottle supplies or the collecting, recording, mailing, or processing of test results under any circumstances.

- (6) Stalls: a stall is the failure of any resident to produce a urine sample for testing within two hours of a request; a stall shall be the basis for

a disciplinary report. Drinking and ingestion of medication should be limited to essentials during that period.

- (7) Positive tests: a sample is positive when a urinalysis shows the presence of a controlled substance or its metabolite. For an incident report charging use of a particular drug to be justified, the minimum waiting period between successive positive samples as outlined in Attachment F, entitled Detection Periods For Selected Drugs, must be observed.

When a positive finding cannot be explained, CCC staff shall thoroughly investigate the positive urine test result to validate the positive finding. The contractor shall report all unauthorized positive test results to the CCM the day received. Positive test results without justification shall be the basis for a formal disciplinary report.

2. **Alcohol Testing:**

The contractor shall maintain a surveillance and counseling program in order to deter and detect introduction or use of alcohol in the facility. Costs for alcohol testing are the responsibility of the contractor.

- a. The contractor shall establish an appropriate level of monitoring and testing to ensure adequate control of alcohol abuse, but at a minimum of one test for every ten residents on a weekly basis. Tests shall be on a "surprise" basis.
- b. The contractor shall maintain a log indicating those residents subjected to the tests, the staff performing the test, the test results, and a column to indicate if the resident refused to cooperate.
- c. A reliable testing instrument such as that used by the BOP (Alco-Sensor Model II or III), or comparable instrument or device, shall be used for testing.
- d. The contractor will ensure staff using the instrument are familiar with its operation as outlined in the manufacturer's operating instructions. If a positive alcohol test results, an incident report shall be prepared charging the resident with using intoxicants.

Residents who refuse to submit to an alcohol test, either through word or action, shall receive an incident report.

- e. Counseling shall be provided to residents on an as-needed basis with the counseling tailored to the individual's needs. All counseling sessions shall be documented in the resident's file.

H. **Mental Health:**

The contractor shall develop and utilize a network of mental health resources and services, including referrals to other federal, state, and community agencies, in an attempt to ensure basic mental health treatment for residents with mental health needs. Costs for mental health treatment are the responsibility of the resident unless the resident has no insurance or is unable to pay. In these instances, the BOP will pay (except as provided for in Chapter 18) with advance approval from the CCM or in cases where emergency treatment is required.

I. **Special Supervision Conditions:**

Courts or the Parole Commission may require residents to become involved in specific programs upon release from the CCC or in some instances, while confined at the CCC (e.g., mental health aftercare, alcoholic treatment, community service obligation, etc.). The contractor will confer with the USPO/CCM on policy and procedures for implementation of all special supervision conditions.

Special conditions may be dynamic. In these cases, the contractor shall propose a plan of treatment to the CCM for approval. CCM approved costs may be included as a line item on the monthly billing for reimbursement.

J. **Authorized Absences:**

Temporary release of a prisoner is authorized by 18 U.S.C. Section 3622. The contractor shall only authorize a resident to leave the facility through sign-out, pass, furlough, or home confinement. All absences must be within the United States.

Passes and furloughs are an integral part of CCC programs and the transitional process. At the time of intake, the contractor shall contact the USPO in the appropriate jurisdiction(s) to determine if there are any objections to passes or furloughs at

the location proposed by the resident. Any subsequent changes in pass or furlough location require additional clearance from the USPO and CCM.

Except for employment and other approved program activities (i.e., seeking employment, meals served through a local restaurant, attending religious services, etc.), residents in the Community Corrections Component are not permitted to leave the center without prior approval of the CCM.

The contractor or a USPO must make an initial on-site visit of the proposed location where passes or furloughs are expected to take place. For purposes of accountability, authorized absences will be randomly checked and documented by the contractor to determine resident compliance with specified conditions. The frequency of such contacts should be reasonable as determined by the CCM.

1. Sign-Out Procedures:

- a. The contractor shall monitor and control access to the center's sign-in/sign-out log, and determine the identity of any visitors.
- b. Procedures for locating and verifying the whereabouts of residents at all times shall be maintained. The procedures shall include separate formal sign-in/sign-out log sheets for each resident. Each log sheet shall contain: resident's full name, register number, present legal status, time-out, destination, purpose, authorized return time, time-in, a section for special comments, and certification by staff's signature or initials. With the exception of employment, the sign-in/sign-out sheet alone is invalid for overnight release or distances of more than 100 miles. Ordinarily, residents shall return to the center from employment before signing out for social purposes. The center director may make an exception when travel time or distance are unusually excessive. Ordinarily, only pre-release component residents who are employed, involved in an education or vocational training program, or are considered medically unable to work, may be absent from the center for social purposes. Other than for employment, a resident must be in the center by 9:00 P.M. each night, unless specific exceptions are made by the center director.

Should the center not have in-house recreational capabilities, residents in the Community Corrections

Component may sign-out for up to one hour per day to the immediate vicinity of the facility. The sole purpose shall be for exercise/recreational activity.

2. **Passes:** A pass is used to authorize overnight or weekend absences. A pass is limited to the local community (up to 100 mile radius). Residents in the Community Corrections Component are not ordinarily eligible for passes.

Passes shall begin only after the resident's return to the center after work on Friday and may extend to curfew on Sunday, or the equivalent should the resident have days off other than Saturday and Sunday. However, an extended pass may be approved for a long weekend where a legal holiday falls on the preceding Friday or the following Monday. More than one pass during a given week requires the written approval of the CCM.

The contractor shall ensure the pass request (Attachment G) is completed and signed by the resident. These requests shall be retained in the resident's case file.

Passes may only be recommended by a paid staff member and may only be approved and signed by the CCC director. A record of pass approvals/denials must be maintained.

3. **Furloughs:** Except for home confinement, absences from the facility exceeding two consecutive overnight periods (except holidays) or 100 miles (except for employment) must be authorized by furlough. CCM written approval is required.

Residents in the Community Corrections Component are not ordinarily eligible for furloughs.

The contractor shall reserve a bed for a resident on furlough.

Furloughs may be recommended to achieve program goals and activities not ordinarily possible if the offender must remain at the center. They usually range from three to five days in length but under special circumstances may be longer. By statute, they may not exceed thirty days.

Examples of activities for which furloughs might be appropriate include visiting a critically ill relative or attending the funeral of a relative, obtaining necessary medical treatment not otherwise available, developing employment or release plans, or other activities thought to be necessary for an offender's successful community

adjustment. Furloughs may not be used simply to reward offenders for positive behavior or as an incentive to positive adjustment.

CCMs will consider approval of furloughs only when they are recommended by the center director. Recommendations with written justification are sent to CCMs with the Furlough Application Approval and Record Form (Attachment H) that is signed by the resident. The recommendation must include documentation that the USPO does not object to the furlough.

The contractor shall maintain a record of furloughs including the date and time of departure, the date and time of return, and notes regarding any contacts with the resident during the furlough period.

The per diem rate for residents on furlough shall be one-half the regular per diem rate.

4. **Home Confinement:** Home Confinement is a type of temporary release permitting a resident to reside at his or her own home and work at gainful employment, or participate in an alternative correctional program while continuing in official detention at the CCC.

Home Confinement is a selective status that is authorized discriminantly according to an offender's needs. It is a time of testing and an opportunity for a resident to assume increasing levels of personal responsibility. At the same time, it provides sufficient restriction on a resident's freedom to promote community safety and to continue the sanction of the sentence.

Placement on Home Confinement status is ordinarily made within thirty to sixty days of a resident's release, but may be longer with special justification. A contractor may recommend approval of Home Confinement when: it appears the resident will derive no further significant benefit from continued CCC residence; the resident has developed a release plan that has been approved by the supervising USPO; the resident is not considered to present a substantial threat to the community or the safety of others. Offenders convicted of crimes of violence or sexual offenses are not eligible for Home Confinement.

Electronic monitoring equipment (see DEFINITIONS) may be used to monitor the compliance of the inmate with the conditions of Home Confinement. However, the BOP neither encourages nor discourages the use of such equipment. The

use is at the discretion of the contractor and at no additional cost to the government.

a. The following procedures apply to all residents who are recommended and approved for placement on Home Confinement operated by a CCC regardless of whether or not electronic monitoring equipment is used.

- (1) After the Home Confinement plan has been developed by contractor staff and approved by the supervising USPO, the contractor shall forward a written recommendation, outlining the plan, a completed copy of Attachment I, entitled Conditions of Home Confinement, to the CCM for approval. A resident may not be placed on Home Confinement until the resident has agreed to and signed the conditions and approval has been received from the CCM.
- (2) Contractors are not required to provide meals, medical treatment, clothing or incidentals, laundry services or other subsistence items to residents on Home Confinement.
- (3) Contractors shall maintain documentation of all staff contacts with residents on Home Confinement.
- (4) The contractor shall notify the CCM immediately of any misconduct or failure of a resident on Home Confinement to comply with Home Confinement Conditions, Attachment I.
- (5) The contractor is not required to reserve a bed at the center for a resident on Home Confinement.

The per diem rate for residents on Home Confinement shall be one-half the regular per diem rate.

- (6) The contractor shall collect subsistence from a resident on Home Confinement at a rate of 25% of their gross income. The weekly subsistence collected shall not exceed the per diem rate established for Home Confinement times seven.
- (7) Offenders on probation, parole, or under supervised release supervision may be placed on Home Confinement only if they are ordered by the Court or Parole Commission to (1) "reside in or

participate in the program of a community corrections facility" and (2) "participate in a Home Confinement Program." Supervision cases are not serving sentences therefore, they are not processed as escapees when they fail to remain at the specific location. The respective Probation Officer shall be notified when a supervision case absconds or otherwise violates conditions.

- (8) An inmate, serving a BOP sentence, who fails to remain at the specified location may be considered an escapee. The escape shall be reported to the CCM immediately.
- b. The conditions in Section I, (above) and the following conditions shall apply to those programs that **do not** use electronic equipment to monitor compliance with the conditions of home confinement.
 - (1) The contractors staff shall telephonically contact the resident at random hours each day at home and at work, or both.
 - (2) Staff shall visit residents on Home Confinement at their homes and at their places of employment at least once each week.
 - (3) Residents on Home Confinement shall return to the facility at least twice each week for routine progress reviews, counseling, urine testing and other required program participation.
 - (4) Residents on Home Confinement shall maintain a 9:00 P.M. to 6:00 A.M. curfew each day, unless an exception is recommended by the contractor and approved by the CCM.
 - (5) Drug and alcohol testing and counseling requirements shall apply to residents on Home Confinement.
- c. The following conditions shall apply to those programs that either use programmed contact devices or use continuously signalling or hybrid devices (see Definitions) that are not monitored 24 hours per day, seven days per week or do not choose to come under the conditions in Section d (below).
 - (1) Electronic equipment is a substitute only for the

random telephone calls.

- (2) All other requirements stated above in Sections a and b shall apply.
- d. The conditions in Section I, (above) and the following conditions shall apply to those Home Confinement programs that: 1) voluntarily choose to come under these conditions; 2) use continuously signalling or hybrid devices (see definitions); and 3) monitor the output of the central computer and respond to violations 24 hours per day, seven days per week.
 - (1) The contractor shall have an operations or procedures manual specifying the manner in which the program will operate. This manual shall be reviewed by the CCM, conform to the minimum standards specified below and in the contract, and serve as the basis for monitoring the operations of the Home Confinement program.
 - (2) The contract staff shall monitor the output of the central computer 24-hours per day, seven days per week. The contractor's operations/procedures manual shall include their plan of action when a violation is noted.
 - (3) The contractor shall provide drug testing. All offenders shall be randomly tested at least once each month. In addition, all offenders with a condition of drug aftercare, known history of drug abuse, or suspected of illegal use of drugs, shall provide urine samples four times per month. All tests shall be unannounced and on a "surprise" basis.
 - (4) The contract staff shall have at least one in-person contact with the offender per week.
 - (a) At least one contact each month shall take place at the offender's residence, and one at the place of employment.
 - (b) All contacts shall be documented.
 - (c) The contact shall include, but not be limited to, visual inspection of any equipment, verification of continued employment and hours worked, verification of residence and

of participation in any other required programs or treatment activities.

- (5) The contractor shall review the monthly telephone bill to ensure it has been paid and the service does not include call forwarding or other unauthorized services.
- (6) Initially, the offender is expected to remain at his residence at all times except when he is at work, traveling to and from work or engaging in other approved activities. The contractor's plan may include some opportunity for the offender to earn a reduction in the hours during which activity is restricted with CCM written approval.

K. **Driving:**

Ordinarily, CCC residents may operate motor vehicles for employment purposes and when public transportation is unavailable, upon recommendation of the contractor and written approval of the CCM (Attachment J) Authorization to Operate a Motor Vehicle, under the following conditions:

- 1. The resident has provided proof of valid insurance, driver's license, vehicle licensing and registration to the contractor. The contractor shall maintain copies of these documents except for the driver's license, which many states prohibit copying. The contractor shall record the driver's license number and expiration date in the resident's file;
- 2. If the vehicle to be used is the property of a person other than the resident, the contractor must have documented proof of valid insurance, vehicle licensing and registration, and a signed authorization (either notarized or witnessed by CCC staff) to use the vehicle obtained from the legal owner; and
- 3. The contractor shall maintain the license number and a description of the vehicle on file.

L. **Marriage:**

The contractor shall refer a resident's request for marriage to the CCM, with contractor's recommendations. Marriage requests for residents under supervision shall be forwarded to the USPO.

M. **Visiting:**

An area of the facility shall be available for the purpose of resident visiting with family and friends. The visiting area should afford a reasonable amount of privacy as well as provide for adequate staff supervision.

N. **Recreation:**

In-house recreation activities (i.e., television viewing, table games, exercise equipment, etc.) shall be made available to residents.

Except as provided in Sections A & I, Community Corrections Component residents are not permitted to leave the facility for social or other purposes. Recreation privileges for Pre-Release Component residents may be provided for either in the center or through sign-out or pass procedures.

O. **Religious Activities:**

All residents shall have access to religious services. In meeting special needs, CCC staff must exercise flexibility and utilize existing community resources. Insofar, as possible, offenders should be allowed uninterrupted religious practices as was exercised prior to incarceration.

Each request for religious activities shall be handled on a case-by-case basis and the CCM contacted for guidance when there are unusual requests or concerns.

The contractor shall have a system of accountability for
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CHAPTER 11
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CHAPTER 11 - DISCIPLINE

The contractor shall comply with BOP's prescribed policy and procedure for inmate discipline as contained in this chapter. No deviation from this policy will be permitted.

- A. **General:** There is a wide range of sanctions a contractor may impose or recommend for violations of center rules. The majority of these are minor in nature and minor sanctions (i.e. reprimand, loss of television or other privileges, etc.) may be imposed according to established contractor policy. The contractor shall provide a list of center rules and minor sanctions to the CCM for approval.

The BOP's Prohibited Acts (Attachment K) are classified by severity category: Greatest, High, Moderate, and Low. Opposite each severity level is a list of sanctions which may be imposed when one of the prohibited acts has been committed.

- B. **Procedures Upon Admission to Center:** The contractor shall furnish each new resident upon arrival with a copy of the BOP's Prohibited Acts (Attachment K) and the disciplinary system within the center and time limits thereof. The contractor shall also provide each new resident a copy of the established rules of the facility. Copies of these documents shall be posted at a prominent location, accessible to all residents. The resident file shall contain a receipt, signed by the resident, stating that the resident has received, and understands, the contents of these documents.

- C. **Types of Disciplinary Actions:**

1. **Informal Resolution:** Informal resolution of incidents involving an infraction is preferred and shall always be considered prior to taking formal disciplinary action. Informal resolution may involve imposition of any of the contractor's approved minor sanctions. Prohibited Acts in the "Greatest" category cannot be informally resolved. The contractor shall maintain copies of all relevant documentation for twelve months after the incident was informally resolved.
2. **Supervision Cases:** Persons under supervision (i.e. probationers, parolees, and mandatory releasees) are subject to center rules and minor sanctions, however, no formal hearing is required and they cannot be placed in the custody

of the USM (see Chapter 18).

3. **Formal Hearing Before the Center Disciplinary Committee (CDC):** The contractor may impose approved minor sanctions for prohibited acts in the "High", "Moderate", and "Low", categories, and advise the CCM for informational purposes. Prohibited Acts in the "Greatest" category requires a formal disciplinary hearing. The contractor may recommend one or more of the major sanctions listed below and outlined in Attachment K, for prohibited acts in the "Greatest", "High", and "Moderate" categories to the CCM for imposition:
- (a) Parole Date Rescission or Retardation. "Rescission" of parole requires a hearing before a parole examiner usually after return to a federal institution. This action is more severe than "retardation", which may be done without a hearing before an examiner. Rescission has the effect of canceling the parole date. Retardation extends the parole date, usually by several months.
 - (b) Forfeit Earned Statutory Good Time and/or Disallow Extra Good Time. Except for inmates who will be released by parole, this action has the effect of extending an inmate's release date by the amount of time forfeited. The amount of time that may be forfeited is based on the severity level of the infraction and the amount available for forfeiture (requires consultation with CCM).
 - (b1) Disallow Good Conduct Time. Inmates committed under the Sentencing Reform Act provisions of the Comprehensive Crime Control Act are not eligible for statutory good time. Inmates sentenced for offenses committed on or after November 1, 1987, are eligible to receive a maximum of 54 days of good conduct time credit per year (requires consultation with CCM).
 - (c) Disciplinary Transfer. CCMs may approve an inmate's transfer to a local jail or a federal institution when the CDC determines the inmate cannot remain in the center.
 - (d) Disciplinary Segregation. If approved by the CCM, this punitive housing status will be accomplished upon an inmate's return to a federal institution. The amount of time in that status is determined by the severity level of the infraction.

(e) Monetary Restitution. CCMs may approve for an inmate to provide reimbursement for any damages to property that the individual is determined to have caused or contributed.

(f) Withholding Statutory Good Time. Withholding is limited to the total amount of good time creditable for the single month during which the violation occurs (requires consultation with CCM).

D. Disciplinary Procedures Required for Major Sanctions:

1. When informal resolution is not possible or appropriate, center staff shall immediately complete Part 1 of the Incident Report (Attachment L), and decide whether the resident can remain at the center. If center staff believe the resident may escape or is a threat to himself, other residents, staff, or the general public, they may request the USM to escort the resident to a local detention center (jail). (Supervision cases cannot be placed in the custody of the USM - see Chapter 18). The CCM shall be advised of any transfer immediately, and whenever possible, in advance.
2. The incident with which the resident is charged must be one of the prohibited acts listed in Attachment K. The description of the incident shall contain the details of the activity being reported. Relevant facts about the incident which are known shall be recorded. (An example of information which may not be recorded on the incident report nor given to the resident, but which may be provided to the CDC in the form of a confidential memorandum, is informant information that if released could result in harm). If there is anything unusual about the resident's behavior, this shall be noted. The reporting employee will list any staff, resident, or other witnesses to the incident, and the disposition of any physical evidence (e.g. weapon or property) which the employee may have personally handled. The reporting employee will sign the report and indicate his/her title in the appropriate blocks, along with the date and time the report was signed.
3. The Incident Report shall ordinarily be completed by the staff member who witnessed the incident, or who first came on the scene. However, the charge may also be taken from a police report, Federal Bureau of Investigation (FBI) report, Drug Enforcement Agency (DEA) report, etc., in which case, the relevant information shall be transferred to the Incident Report Form with the substantiating report attached. The charge may be translated into terms of the

center's "Prohibited Acts" or the resident may be charged with Prohibited Act 199, 299, 399, or 499 (see Attachment K). The offense severity will be determined by the nature of the offense committed. A telephone report from an approved laboratory of a positive urinalysis is sufficient evidence to write a report; however, documentary confirmation must be obtained prior to the hearing. The charge for a positive urinalysis cannot be translated into terms of the center's "Prohibited Acts" as the resident shall be charged with Prohibited Act #7, which is in the "Greatest" category.

4. The completed Part I of the Incident Report shall be promptly forwarded to the Center Director by the reporting staff member; and, a copy will be given to the accused resident ordinarily within twenty-four (24) hours of the suspected infraction. The staff member delivering the Incident Report shall note on the report the date and time the resident received the report. It should be noted the resident should be advised of the right to remain silent at all stages of the disciplinary process.

When Part I is delivered to the resident, a copy of "Resident's Rights At Center Disciplinary Hearing" (Attachment M) shall also be given to the resident. This form shall be signed and dated by both the resident and the employee. There are provisions on the form for residents who refuse to sign. This form is also to give the resident advance written notice of the charge no less than 24 hours before the resident's appearance before the CDC. There are provisions on the form for residents to waive in writing the 24-hour notice. The original of this form is kept with the original Incident Report.

A copy of the "Notice of Center Discipline Committee Hearing" (Attachment N) shall also be given to the resident at this time. This form shall be filled out completely and initialed (not checked) by the resident after the appropriate block indicating their decision regarding a staff representative and witnesses. If the resident refuses to sign these attachments, a memorandum shall be prepared and signed by staff and witnessed by a second staff member indicating the inmate's refusal to sign.

The resident shall be permitted to have a staff representative at the disciplinary hearing. The staff representative may not be the reporting employee, investigating employee, or a member of the CDC. The staff representative shall be given a copy of Attachment O,

"Duties of Staff Representative". The resident may not have an attorney represent him at the hearing.

The resident or his representative may request witnesses from inside or outside the center, where their presence at the hearing would not pose a serious threat to the security of the witness or the center. The staff representative or the CDC will notify the requested witnesses. The reporting employee and other adverse witnesses need not be called if their knowledge of the incident is adequately summarized in the Incident Report, investigation, or other material supplied to the CDC. Witnesses whose testimony would be repetitious or irrelevant need not be called; written statements of unavailable witnesses will be accepted in place of "live" testimony. However, there must be good reason for failure to call a witness in person, and the reason shall be documented.

5. The Center Director shall appoint an investigator within twenty-four (24) hours of the time the incident was reported. The investigating staff member shall be someone other than the reporting staff member and the investigation shall ordinarily be completed within twenty-four (24) hours from the time of the investigator's appointment.

The investigator shall complete Part II of the Incident Report (Attachment L). The investigator shall read the charge to the resident and ask for the resident's statement concerning the incident. To the extent practicable, statements by the resident offering a rationale for the charges should be investigated. The investigator should talk to those persons with direct and relevant information, and summarize their statements. The disposition of evidence should be recorded. The incident shall be thoroughly investigated and all steps and actions taken shall be recorded on the Incident Report. All relevant materials are to be forwarded to the CDC. The resident is not to receive a copy of this investigation.

6. When it appears likely that a resident's misconduct may be the subject of criminal prosecution, center staff shall immediately suspend the investigation and notify the CCM of the incidents where criminal prosecution appears likely.
7. The CDC Hearing shall ordinarily be held within three (3) working days from the time of the suspected infraction. This excludes the day of the suspected infraction, weekends, and holidays. (For example, if an infraction occurs on Tuesday, the three work day period starts the following day,

Wednesday. The CDC hearing should take place by Friday). However, time limits here, as elsewhere, may be extended for a period not to exceed two calendar weeks, but the reasons shall be documented, and the resident shall be advised in writing of the extension and, where appropriate, of the reasons for the extension.

The resident has a right to be present at the hearing, except during deliberations of the CDC or when security would be jeopardized. Reasons for the exclusion of the resident must be documented. Residents have the right to make a statement and present documentary evidence in their own behalf. If a resident waives the right to be present, it must be in writing and signed by the resident (Attachment P). If the resident refuses to sign the waiver, a memorandum shall be prepared and signed by staff, and witnessed by a second staff member indicating the inmate's refusal to appear at the hearing. When a resident escapes, or is otherwise, absent from the center without staff permission (e.g. when resident is arrested by local authorities), the CDC shall conduct a hearing in the resident's absence.

8. In the case of an absentia hearing, the charges will be reheard at the facility to which the resident is designated within sixty days after return to custody. If the resident is held locally (within a fifty mile radius) by state or local authorities, the hearing shall be held at that facility when possible. With the exception of witnesses appearing, all rights, responsibilities, and procedures shall be the same as if the hearing were conducted at the center.
9. The CDC shall review all evidence and find based on at least some facts, and if there is conflicting evidence, it must be based on the greater weight of the evidence, that the resident either did or did not commit the prohibited acts(s) charged in the Incident Report and/or a similar act if reflected in the Incident Report.
10. If the CDC determines a prohibited act(s) was committed, it shall determine what sanction(s), if any, is to be taken. When an inmate is charged with a prohibited act in the "Greatest" category or if the CDC determines a major sanction (in any category) is appropriate, the completed CDC packet is to be forwarded to the assigned Disciplinary Hearing Officer (DHO). The DHO will review it for procedural compliance with discipline policy and Wolff v. McDonnell. The DHO will either certify the packet and send it to the CCM for final action or return it to the CCC for corrections.

If it is determined after a hearing that only a minor sanction in the "Low", "Moderate", or "High" category is appropriate, it shall be imposed by the CDC, documented in the resident's file, and a copy shall be forwarded to the CCM for information.

11. If the CDC finds a prohibited act was committed, the committee chairman, ordinarily the Center Director, shall complete the CDC Report, Attachment Q. A verbatim record is not required. The evidence relied upon, the decision, and the reasons for the recommendations shall be written out in specific terms, unless doing so would jeopardize center or individual security. Under "evidence relied upon", there must be reference to the specific facts the CDC relied upon and not mere reference to the report that contains those facts. These are essential items required by the Supreme Court in Wolff v. McDonnell.

When sanctions are recommended, center staff shall, immediately after the hearing, forward the completed CDC packet to the DHO with copies placed in the resident's file. The CDC packet shall consist of:

- Incident Report (Attachment L),
- Resident Rights at Center Disciplinary Hearing (Attachment M),
- Notice of Center Disciplinary Hearing (Attachment N), -
Waiver of Appearance (Attachment P, if applicable),
- Duties of Staff Representatives (Attachment O, if applicable),
- Center Discipline Committee Report (Attachment Q),
- and other pertinent information related to the proceedings.

The CDC Checklist (Attachment R) shall be utilized and completed by the CDC Chairperson to ensure all pertinent areas and procedures are covered. The CDC Chairperson shall initial the checklist at the end of item eleven and include it in the CDC packet forwarded to the DHO. Upon receipt of the CDC packet from the DHO, CCMs will review the charges, proof relied upon, and recommended sanctions, and shall impose the sanctions believed appropriate. CCMs will advise centers of their decision in writing and provide a copy of the CDC Report for the inmate within five, but no later than eight, working days (Part II of the Incident Report will not be given to the inmate). If the CDC recommended sanctions are increased by CCMs, they must justify the increase in writing.

In the event the CDC finds that no prohibited act was committed, Section 4C of the CDC Report shall be appropriately marked and a copy provided to the inmate. All other material shall be expunged by staff. If the finding the resident committed the act is overturned on appeal, the CCM shall notify the center and the inmate and initiate expungement procedures. The requirement for expunging the disciplinary hearing material does not preclude maintaining for research purpose copies of disciplinary actions resulting in "not guilty" finding in a master file for one year, separate from the resident's central file. However, this material may not be used in a manner which would adversely affect the resident.

12. At the time the resident is advised of the disciplinary action, he shall also be advised he may contest the decision by writing to the Regional Director within thirty (30) calendar days from the date the disciplinary action was imposed by the CCM. If the resident is to be transferred to a federal institution, then the staff shall advise the resident to use the Administrative Remedy procedure upon arrival at the institution and file the complaint with the Warden.

E. Summary - Staff Responsibilities:

Staff Member #1

Is the staff member who observes or becomes aware of the incident and completes the incident report; may also deliver the report to the resident; may not investigate incident or sit on CDC; may not be staff representative.

Staff Member #2

Completes the investigation (Part 2) the investigator ordinarily delivers the incident report, rights form, and notice of hearing form to the resident; may not sit on CDC; may not be staff representative; may assist resident in completing Attachments D and E.

Staff Member #3

Sits as either Chairman or member of CDC; may not have written or investigated the report or served as staff representative; may not be involved in previous steps; may include U.S.P.O. and/or U.S.M. Ideally, the Center Director or Program Director should reserve themselves for the chairmanship of the CDC.

Staff Member #4

When requested by a resident, serves as resident's staff representative; may not have written or investigated the incident report, and may not be a member of the CDC.

F. Summary - Procedures and Time Limits:

Staff becomes aware of resident's involvement in incident.

immediately

24 hours

Staff prepares Incident Report and forwards it to Center Director.

Staff gives resident notice of
charges by delivering Incident
Report.

Appointment of Investigator

maximum ordinarily of 3
work days, minimum of
24 hours (unless waived)

Center Disciplinary Committee Hearing

Recommendations to DHO

Final Disposition by CCM

Appeal Procedures

CHAPTER 12 - ADMINISTRATIVE REMEDY PROCEDURES

The following procedures outlining the Administrative Remedy Program for inmates housed in BOP contracted CCCs shall be adhered to as described. No deviation from this chapter will be allowed.

Formal Administrative Remedy procedures assure CCC inmates are aware of their right to formally present their issues of concern to appropriate BOP staff and, at the same time, will facilitate the BOP's oversight capability of CCCs.

- A. RESPONSIBILITY: The CCM is responsible for the operation of the Administrative Remedy Procedure at the CCCs and shall:
 - 1. Establish procedures for receiving, reviewing, investigating and responding to Administrative Remedy Requests BP-229(13) (Attachment S) submitted by inmates;
 - 2. Acknowledge receipt of a Request by returning a receipt to the inmate;
 - 3. Conduct an investigation of each Request;
 - 4. Respond to and sign all Requests filed at their level; and
 - 5. Act as Administrative Remedy Coordinator (Coordinator).
 - B. INITIAL FILING OF THE BP-229(13):
 - 1. Informal Resolution: Although inmates are encouraged to attempt informal resolution with CCC staff, it is not a requirement.
 - 2. Filing: An inmate may file a formal written Request to the appropriate CCM on form BP-229(13) within 15 calendar days of the date on which the basis of the Request occurred. Ordinarily, form BP-229(13) will be distributed by and returned to the CCC Director. However, if the Request is considered to be sensitive in nature, and the inmate is concerned about receiving or submitting a form from the CCC staff, procedures under "Sensitive Issues" are to be followed.
- A BP-229(13) will not be considered filed until received in the appropriate CCM's office where a receipt will be issued and

mailed to the inmate by the next business day. Where an inmate demonstrates a valid reason for delay, an extension in filing time shall be allowed.

In regard to inmate discipline, the inmate must appeal directly to the Regional Director if the sanction was imposed by the CCM. For those minor sanctions imposed by the CCC Director, the inmate may appeal directly to the CCM. If the inmate has been removed from the facility and does not have access to the appropriate appeal form, they may write their respective Regional Director to file their complaint. However, if the offender is to be transferred to a federal institution, it is recommended they wait and use the Administrative Remedy procedure upon arrival at the institution.

To facilitate indexing, an inmate shall place a single issue on the Request form. If the inmate includes more than one issue on a single Request, the inmate shall be advised to use additional Request forms for the separate issues. However, should the inmate decline to do so, the Request should be accepted with multiple issues.

3. Sensitive Issues: If the inmate believes the issue(s) is sensitive and that he or she would be adversely affected if the complaint became known at the CCC level, he or she may file the Request directly with the CCM. If the inmate does not want the CCC staff to know of a sensitive issue, the inmate may mail a letter directly to the CCM stating it shall serve as the inmate's formal Request. The inmate must explain, in writing, the reason for not obtaining the appropriate form from the CCC staff. If the CCM does not agree that the issue is sensitive, the CCM shall advise the inmate, in writing, of that determination, without a return of the Request. The inmate may pursue the matter by submitting a Request to the CCM on the proper form.

If the inmate believes the issue(s) is sensitive and the inmate would be adversely affected if the issue became known at both the CCC and CCM levels, the inmate may submit a Request directly to the Regional Director. The inmate must state the reason for not obtaining the form from CCC staff or filing the Request at the CCM level. If the Regional Director does not agree that the Request is sensitive, the inmate will be advised of that determination, without a

return of the Request. In such case, the inmate may then pursue the issue by submitting the Request to the CCM.

4. Response Time Limits: A Request is considered filed or "accepted" as of the "date received" on SENTRY. The date received is the date the form was first received in the CCM office. Once filed, a response shall be made by the CCM within 15 calendar days, by the Regional Director within 30 calendar days, and by the General Counsel within 30 calendar days. If the Request is determined to be of an emergency nature which may threaten the inmate's immediate health or welfare, the CCM shall respond within 48 hours of receipt of the Request. If the time period for response to a Request is insufficient, this time for response may be extended once by the same amount of time as originally allowed for response. Staff shall inform the inmate of this extension in writing. If the inmate does not receive a response within the time allotted for reply, including extension, the inmate may consider the absence of a response to be a denial at that level. Staff shall, however, try to respond to all filed Requests.
- C. APPEALS:
1. Filing: If an inmate is not satisfied with the CCM's response, the inmate may appeal on the appropriate form BP-230(13) (Attachment T) to the Regional Director within 20 calendar days of the date of the CCM's response. If the inmate is not satisfied with the Regional Director's response, the inmate may appeal on the appropriate form BP-231(13) (Attachment U) to the General Counsel within 30 calendar days from the date of the Regional Director's response. The General Counsel is the final level of appeal in the BOP.
- D. ACTION: Copies of the Administrative Remedy Procedures shall be posted at a prominent location within the CCC, accessible to all residents, within the facility. Appropriate forms (BP-229, BP-230, BP-232) will be supplied to the contractor by the CCM.

CHAPTER 13 - SERVICES

The care and feeding of the residents is an essential part of a CCC program. Food services shall consist of meals (breakfast, lunch, and dinner) that are nutritional and well-balanced. As important are provisions for emergency first aid and medical treatment. These must be available to the residents at all times.

A. Food Services Operations:

1. All residents, regardless of employment or financial status, shall be provided the opportunity for food services throughout their stay in the center. Under no circumstances will the resident be required to pay for these services. The contractor shall include these costs in the per diem rate.
2. The contractor shall provide a food service program either by contractor preparation and serving in the facility, by providing food to the resident for preparation by the resident, or through a sub-contractual agreement with a food service provider (i.e., restaurant, caterer, etc.).

Pre-packaged, microwaveable meals shall not constitute the majority of meals provided to residents.

3. The contractor providing meals to residents through arrangements with a local vendor or food service provider, shall provide a copy of their agreement and ensure the following:
 - a. Evidence the establishment is a full-service organization, capable of providing breakfast, lunch, and dinner meals.
 - b. Evidence the establishment has a valid state or local license, certificate or permit, as applicable, to operate, prepare and/or serve food.
 - c. Evidence the establishment meets all state and/or local sanitation and health codes.
4. The dining area, regardless of the food service method utilized by the contractor, shall not be part of an establishment that serves alcoholic beverages.

5. When the contractor provides food services in the facility, an area separate from sleeping areas and adequate in size one (1) square meters (15 sq/ft per person) to accommodate the majority of the residents will be designated as a dining area.
 - a. The kitchen and dining areas are to be well ventilated, properly furnished, and clean.
6. A registered dietician or nutritionist shall review and approve the nutritional value of the menu, annually if fixed and semi-annually if menus are not fixed. All meals shall meet the Recommended Dietary Allowances and the Dietary Guidelines as set by the current version of the American Dietetic Association. A copy of a sample menu, including portions, shall be submitted with the offeror's initial proposal. The approved menu shall be posted for resident viewing.
 - a. Menus shall be prepared and available to the residents. Meals shall provide 2,300 to 3,400 kcal/per day for male residents and 1,900 to 2,700 kcal/per day for female residents. Servings shall be divided among the food groups per Attachment V.
 - b. Provisions shall be made to accommodate residents who work irregular hours and are not available at regularly scheduled meal times.
 - c. Arrangements for special diets required by religious preference, a physician or dentist shall be provided on an as-needed basis.
 - d. Contractors shall not prepare and residents shall be advised not to eat anything made with poppy seeds since it could appear in a urinalysis and suggest the use of narcotics. A contractor generated form shall be prepared for documentation purposes, signed by the resident and placed in the resident's file.
7. When the contractor prepares and serves meals in the facility, all persons preparing food shall comply with federal, state, and local health and sanitation codes. In the event of any conflict in these codes, the most stringent will apply.
 - a. Food service personnel must have a prior physical examination and possess a valid Food Handlers License.

- b. No person shall work in the food service establishment who has a communicable disease, disorder or respiratory problem.
 - c. Employees shall thoroughly wash their hands and the exposed portions of their arms with soap and warm water before starting to work, during work as often as necessary to keep them clean, and after smoking, eating, drinking, or using the toilet.
 - d. Handwashing signs are to be posted in all restroom areas and over designated handwashing sinks. Hand-cleansing soap, towels and/or air dryers are to be available at each lavatory. The use of common towels or bar soap is prohibited.
 - e. The outer clothing of all employees shall be clean. Employees shall keep their fingernails clean and trimmed.
 - f. All food handlers involved in the preparation or serving of the food are required to wear proper apparel, i.e., plastic gloves, hats, caps, hair net, beard net, etc.
 - g. Employees shall not use tobacco in any form while engaged in food preparation or service.
8. Foodstuff shall be obtained from sources that comply with all laws relating to food and food labeling.
- a. Food shall be free from spoilage and filth and be safe for human consumption.
 - b. Containers used in food preparation shall be kept covered after they are filled.
 - c. All food contact surface areas shall be smooth and free of cracks, chips, etc., and free of corners or crevices which would be difficult to clean.
 - d. All open containers or bins of ice must have plastic or metal tongs and/or scoops provided for proper and safe dispensing of ice.
9. Foodstuff must be properly stored at least 6" off the floor level and shall not be stored under exposed or unprotected sewer or water lines.
- a. Storage under automatic fire sprinkler systems is

permissible, however, material cannot be staked within 18" of the sprinkler head.

- b. Foodstuff shall not be stored in the same proximity with pest or cleaning materials.
 - c. The storage of food, equipment, utensils or single-service articles in toilet areas or vestibules is prohibited.
10. All dishwashing machines shall be thoroughly cleaned at least once a day, or more often when necessary, to maintain them in proper condition.
- a. Tableware shall be washed, rinsed, and sanitized after each use. Cleaned and sanitized equipment and utensils shall be handled in such a way to be protected from contamination.
11. Food temperatures are to be maintained as follows:

Frozen Food	-	18° C. (0° F.) (min.)
Cold Product Temperature	-	2-4° C. (35-40° F.)
Milk Machine	-	7° C. (45° F.)
Rare Roast Beef (displayed)	-	54° C. (130° F.)
Hot Product Temperature	-	60° C. (140° F.)
Steam Line Temperature	-	66° C. (150° F.)
Dish Machine (final rinse)	-	82° C. (180° F.)

NOTE: The temperatures of potentially hazardous food shall be 7° C. (45° F.) or below or 60° C. (140° F.) or above at all times.

12. Garbage and refuse shall be kept in durable insect and rodent-proof containers which do not leak or absorb liquids. Garbage and refuse shall be disposed of often enough to prevent the development of odor and attraction of pests.
13. Devices such as vacuum breakers shall be installed to protect against backflow or back siphonage at all fixtures and equipment. A hose shall not be attached to a faucet unless a backflow prevention device is installed.
14. Fire extinguishing systems over grills, deep fat fryers, etc., shall be equipped with automatic shut-off devices for when the system is activated. Fuse links are to be changed and the system tested in accordance with the manufacturers' recommendation. Grease filters are to be kept clean and

should be made of stainless steel for safety reasons.

B. **Medical Services:**

1. Expenses for a resident's medical and dental care are ordinarily the responsibility of each resident. These may be personally paid or paid by resident's insurance. Residents who insist the BOP is responsible for these costs may be returned to a federal institution for evaluation and possible treatment.
2. In an emergency, the contractor shall obtain the necessary medical treatment required to conserve the resident's health. The contractor shall notify the CCM of such treatment within twenty-four (24) hours. If the resident cannot pay or if the injury is not covered by insurance, the contractor shall pay for such treatment and submit the paid invoice with the regular monthly billing. The government will reimburse the contractor and collect from the resident. The contractor shall review each resident's program plan and submit a summary report to the CCM which addresses the resident's financial ability to reimburse the government through the CCC. A payment plan shall be developed by the CCC and noted on the monthly billing.
3. Written arrangements shall be made with a licensed general hospital, private licensed physician or clinic to ensure emergency medical service is available twenty-four (24) hours a day.
4. The contractor will make arrangements for examination of residents within twenty-four (24) hours of suspecting communicable or debilitating physical problems. If the resident cannot pay or does not have insurance coverage, the contractor shall pay for the examination and submit the paid invoice with the regular monthly billing. The government will reimburse the contractor.
5. Except for transfers from a federal institution, when an offender is admitted directly to the center the contractor shall ensure a physical examination is accomplished within five working days of arrival at the center. The examination should be a general office physical (comparable to an insurance type physical, i.e., routine laboratory studies - CBC, urinalysis, serological tests for syphilis, chest X-ray, Tine Test, etc.) and shall not require hospitalization to complete the exam. The results of the evaluation shall be appropriately documented and made a part of the resident file, and a copy shall be sent to the CCM.

The contractor shall pay for the examination and submit a copy of the physical examination and paid invoice with the regular monthly billing. The government will reimburse the contractor.

6. The contractor shall have basic first aid supplies, as provided in the American Red Cross First Aid Manual, on-site at all times.
7. At a minimum, one staff member on each shift shall be trained in emergency first aid and cardiopulmonary resuscitation (CPR).
8. The contractor shall have written policy and procedure regarding the control and dispensing of a resident's prescribed medication and over-the-counter drugs.
9. The contractor shall have an aggressive, high quality Human Immunodeficiency Virus (HIV) education program for staff and residents. The education program is vital to the prevention of the disease.

CHAPTER 14 - RECORDS AND REPORTS

- A. The contractor shall be required to design, develop, and operate a system of records as specified in this SOW in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a).
- B. The contractor shall maintain a case record for all residents. This record shall include all significant decisions and events relating to the resident, and at a minimum, the following information:
 - 1. initial intake information form
 - 2. case information from referral source, if available
 - 3. case history/social history
 - 4. medical record, when available
 - 5. individual program plan
 - 6. signed release of information and other consent forms
 - 7. evaluation and progress reports
 - 8. current employment data
 - 9. signed acknowledgement of receipt of program rules and disciplinary policy
 - 10. grievance and disciplinary record
 - 11. documented legal authority to accept resident
 - 12. referrals to other agencies
 - 13. terminal report
 - 14. record of resident finances
- C. In order to facilitate the planning, implementation, and evaluation of programs, entries into the case records shall be dated and signed by the staff member making the entry.
- D. On at least a quarterly basis, the contractor shall perform an audit of case records to ensure current and accurate material is being entered into the record.
- E. Since records are exempt from the disclosure requirements of the Privacy Act, the contractor shall not release any information other than contractor generated information from the resident's file to the resident without approval by the CCM. Information shall not be released to any other individual(s) unless Attachment B, Conditions of Residential Community Programs, has been executed. The contractor shall provide appropriate safeguards to minimize the possibility of theft, loss or destruction of resident file records.

Contractors shall identify staff who have authorized access to

resident records.

- F. The contractor shall complete the Urine Sampling Program Report, Attachment W, on a monthly basis and forward it to the CCM along with the monthly billing. The contractor shall also send a copy of this report to the Chief USPO.
- G. The contractor shall maintain a chronological log for all residents tested under the urine testing program. The log shall include specimen number, resident's name and number, date sample collected, staff member witnessing collection, reason for test, results and date received. These individual logs shall be placed in the resident's file.

When submitting a sample for testing, the contractor shall complete the sampling ID slip and place it in the individual resident's file. Written sample results will be compared with this slip when received from the laboratory.

- H. The contractor shall provide with the monthly billing, a record of the following resident finances: wages and salaries, number of hours worked, amount and type of deductions (i.e., federal taxes, state taxes, social security contributions, etc.), savings, amount of subsistence collected, and any financial obligations (restitution, fine payments, court ordered child support, etc.) paid by the resident.

CHAPTER 15 - RELEASE PREPARATION

The contractor shall establish a formal release plan for sentenced residents and execute appropriate release certificates. The plan shall include the verified residence and employment or training program. No deviation from the following procedures are permitted:

- A. As soon as possible, but no later than six weeks prior to a resident's release date, the contractor shall present a release plan as follows:
 1. In parole cases - to USPO for approval, with a copy to the CCM. Upon notification of plan approval by the USPO, the CCC will submit the approved release plan to the USPC and request parole certificates be issued to the CCC; and,
 2. In mandatory release cases or supervised release cases - although no government approval is necessary, a release plan shall be developed and sent to USPO, with a copy to the CCM; and,
 3. In expiration cases - although no government approval is necessary, a release plan shall be developed and sent to the CCM.

This plan shall include the verified specifics of the proposed residence, employment or training program, and family situation. Payment plans shall be established for supervised release cases who have fines before they are released.

If an approved release plan cannot be developed for residents releasing either mandatory release or on parole, the USPO and CCM shall be consulted and a recommendation made to the USPC to: (a). impose CCC as a condition of mandatory release or parole, or; (b). retard the parole effective date (note; a mandatory release date cannot be retarded by the USPC for release planning purposes).

Although the USPO may wish to comment on the adequacy of the release plan on other types of release cases, approval is not required and these cases (mandatory release, expiration and supervision with a fixed term of center residence as a supervision condition) must be released on their release date.

- B. Contractors shall verify the correctness of each resident's release date with the CCM prior to each resident's release.

No release date of any federal prisoner shall be retarded, advanced or otherwise changed without approval of the CCM or USPC.

C. **Release Certificates:**

1. In mandatory release cases, the contractor will execute Mandatory Release Certificates at the time of the resident's release (these will be partially completed by the referring institution).
2. In parole cases, after the USPO has formally accepted the proposed release plan, the contractor shall immediately request parole certificates from the appropriate regional office of the U.S. Parole Commission, with a copy to the CCM. The contractor shall obtain ORIGINAL signatures of the parolee on **all copies of** certificate and execute formal discharge procedures under the direction of the CCM. If a resident refuses to sign the certificate, the resident may not be released. The matter shall be referred to the U. S. Parole Commission for resolution.
3. There are no release certificates on expiration and supervised release cases, unless there is a special parole term to follow release.
4. In Good Conduct Time Release Cases, the contractor shall execute the Notice of Release and Arrival to the CCM, along with the Final Distribution Report.

D. **Release Clothing, Funds, and Transportation:**

The BOP provides for release clothing and funds, and transportation at the time an offender is transferred from an institution to a CCC.

In unusual circumstances due to the location of the CCC or the conditions of a resident's confinement in a CCC, the need may arise for the contractor to provide for release clothing, funds, and transportation needs of the releasee. When these rare occasions arise, the contractor shall develop and submit an itemized plan for a resident's release clothing, funds, and transportation needs to the CCM for approval. If approved, the contractor will provide the release funds, clothing, and make the necessary transportation arrangements for the resident. Documentation (i.e., paid invoices, etc.) shall be forwarded with the monthly billing. The contractor will be reimbursed by the government for CCM approved release clothing, funds, and

transportation.

- E. At release, staff shall make sure the releasee understands his status, the condition of any supervision required, and that the resident who will be under supervision of a USPO must report to that office within seventy-two hours after release. The contractor must ensure that residents take all their personal property.
- F. When a resident is released during working hours, the contractor shall immediately notify the CCM by telephone. If the release occurs during other than working hours, the contractor shall notify the CCM by telephone the next working day.
- G. Terminal reports shall be completed and distributed within five working days of the resident's release and shall include, in addition to the identifying data, a description of the resident's adjustment while under the care of the contractor, a prognosis for future adjustment, contractor suggestions on how the resident could have been better prepared for his/her placement in the CCC, the amount of money in savings and/or contributions to dependents, and his/her release plans, including residence, employment and salary. Distribution: original to CCM, copy to appropriate USPC (if applicable), and a copy to appropriate USPO.

H. **Release Documents:**

The contractor shall complete the following documents and distribute them within three working days of the resident's release:

- 1. Release Certificates (Parole, Special Parole Term, Mandatory Release): dated signature of releasee, and staff;

Distribution: original to releasee, copies to appropriate Regional U.S. Parole Commission, USPO, and CCM.

- 2. Notice of Release and Arrival:

Distribution: original to releasee, copies to appropriate Regional U.S. Parole Commission, USPO, and CCM.

- 3. FBI Wanted - Flash - Cancellation Notice (Form #I-12):

Distribution: original to FBI, Washington, D.C., copies to appropriate USPO, and CCM.

4. FBI Final Disposition Report (Form #R-84) - on expiration cases only.

Distribution: original to FBI, Washington, D.C., and a copy to the CCM.

I. **Property Disposition:**

The contractor shall establish and maintain a system of accountability and method of disposition of residents personal property to be implemented in the event of a resident's death, escape, or transfer. Inventory of resident property must be accomplished by no less than two staff, each of whom will sign the completed inventory list.

A resident's property shall be immediately secured and inventoried within eight hours of a resident's death, escape, or transfer. Personal property left behind by an escapee shall be considered voluntarily abandoned. The contractor shall contact the CCM for instructions. If a resident is being held in a local jail, whoever was listed to be notified "in case of emergency" will be advised to pick up the resident's property.

J. **File Disposition:**

Upon completion or termination of the resident's program, the contractor shall forward the resident file record to the CCM. The contractor may retain public information which can identify the former resident, copies of research data which have been depersonalized and copies of reports generated by the contractor.

K. **Supervision Cases:**

When the term of residence specified by the court has been completed, or when the center determines the resident's program is completed or participation in the center's program will produce no further significant benefits, the center staff shall notify the USPO who will then make other arrangements for the residence, program, and welfare of the releasee. A terminal report shall be completed by the contractor and forwarded to the USPO and CCM along with the resident's file.

CHAPTER 16 - ESCAPES

- A. Any inmate resident who fails to report to the center for admission at the scheduled time, fails to remain at the approved place of employment or training during the hours specified by the terms of the employment or training program, fails to return to the center at the time prescribed, fails to return from an authorized furlough or pass at the time and place stipulated, fails to abide by the residence, employment or curfew conditions of home confinement, or otherwise willfully escapes, shall be placed on escape status and an incident report shall be written charging him with escape. In addition, any inmate resident who is arrested while in the center program, on sign-out or furlough privileges, for violation of local, county, state or federal laws may be considered to have escaped, depending on the circumstances. For example, arrest on an old outstanding warrant would probably not be considered an escape. The contractor shall seek guidance from the CCM in each case.
- B. The on-duty staff member shall notify the USM and CCM immediately upon identifying a resident as an escapee. The determination a resident has escaped shall be made immediately upon discovering the inmate is not where they should be and all efforts to locate the resident have failed (i.e. contact of local jails and hospitals).
- C. Residents under supervision are not in the custody of the Attorney General (probationers, parolees, pre-trial defendants, mandatory releasees, supervised releasees) cannot be considered escapees. These offenders are referred to as "absconders" when they cannot be accounted for and their unauthorized absences shall be immediately reported to the supervising authority, and the CCM shall be notified no later than the next business day.

CHAPTER 17 - SERIOUS ILLNESS, INJURY, OR DEATH OF A RESIDENT

Whenever a resident becomes seriously ill or requires emergency medical treatment, the contractor shall immediately notify the CCM, USPO (or PSO), and the resident's family or next of kin. (See Medical Services, Chapter 13, Section B)

In the event of an inmate resident's death, the contractor shall immediately notify the CCM, USPO, and the resident's family or next of kin. (See Residents Under Supervision, Chapter 18, Section 10) Center staff shall arrange for two rolled sets of fingerprints of all fingers and the thumb of the right hand (in accordance with Federal regulations) to be taken, and staff shall date and sign the fingerprint card to ensure positive identification has been made. The fingerprint card shall then be sent by certified mail to the CCM.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or if death is sudden and the deceased was not under medical supervision, center staff shall notify appropriate law enforcement officials of the local jurisdiction. The purpose of these notification procedures is for review of the case and to examine the body, if necessary.

When there is no longer an official interest in the body, it may be turned over to family members or next of kin. Should the family decline the body or be unable to afford funeral expenses, the contractor shall contact the CCM for disposal instructions. The CCM will discuss requirements with the regional contracting officer. (The BOP will not pay for cremation expenses.)

Personal property of a deceased resident will be inventoried and forwarded to the "person to be notified in case of emergency", family or next of kin.

CHAPTER 18 - RESIDENTS UNDER SUPERVISION

- A. Ordinarily, USPOs are responsible for the overall supervision of residents who are placed in a CCC as a condition of Pre-Trial, Probation, Parole, Mandatory Release, or Supervised Release Supervision.
- B. The contractor shall not accept persons described in this chapter unless they have been approved for placement by the CCM.
- C. The contractor shall provide all services and programs cited in the SOW for all persons described in this chapter, except as otherwise specified below:
 - 1. Intake - center staff in cooperation with the USPO shall develop an individual program plan for each resident.
 - 2. Medical Services - the contractor shall notify the USPO of medical problems of probationers, parolees, mandatory releasees, supervised releasees, and pre-trial defendants. All medical and dental expenses for persons under supervision of a USPO are the responsibility of the resident. Staff should assist the resident in finding appropriate community resources.
 - 3. Marriage - residents under supervision shall submit requests for marriage to the USPO.
 - 4. Driving - permission to drive must be approved by the center director and the supervising USPO.
 - 5. Discipline - persons under supervision as described in this chapter are subject to center rules and minor sanctions. However, if an act is alleged to have been committed by a resident under supervision that would require a recommendation of a major sanction, a formal disciplinary hearing is not required. Rather, center staff shall forward reports of such misconduct with recommendations to the USPO for disposition as the agency considers appropriate. The original of the report shall be forwarded to the USPO, with a copy to the CCM.

The contractor may not request persons under supervision be placed in USM custody.

6. Any unauthorized absence of persons described in this chapter shall be reported immediately to the USPO, and the CCM shall be notified the next business day.
7. Drug counselling and urine and alcohol surveillance are the administrative and fiscal responsibility of the USPO. Contractors shall work closely with supervising USPOs to coordinate services.
8. Subsistence - supervision cases are subject to the same subsistence collection procedures as committed residents. (See Programs, Chapter 10, Section D)
9. Release - when the term specified by the court has been satisfied, or the center director determines a resident's program is completed or participation in the center's program will produce no further significant benefits, staff shall notify the USPO (with a copy to the CCM) requesting program termination. A terminal report shall be completed by the contractor and forwarded to the USPO, with a copy to the CCM.
10. Residents identified in this chapter are not eligible for furloughs or Home Confinement. Absences other than "sign-out" shall be approved by the supervising USPO, and documented.
11. Death - in the event a resident's death under supervision, the contractor shall immediately notify the CCM and USPO. The USPO is responsible for disposal of the body and any administrative follow-up procedures.
12. Basic mental health treatment for residents under supervision is the financial responsibility of the supervising authority, if the resident is uninsured or is unable to pay.

CHAPTER 19 - RESEARCH AND EVALUATION

The BOP does not operate CCC facilities with BOP staff and is therefore dependent upon data generated and maintained by the contractor for research and evaluation purposes.

- A. The contractor shall have an organized system of information collection, storing, retrieval, reporting, and review. The system need be only as complex and sophisticated as the contractor's size, complexity, and resources warrant. The system may range from a few hand written tabulations for a small facility to an elaborate series of tabulations generated from a computerized system for a large facility. Contractor staff and the CCM should be considered instrumental in identifying information needs, and should be consulted when policies and procedures are being developed.
- B. The contractor may be requested to participate in "pilot testing" of new and innovative BOP program initiatives on an as-needed basis.
- C. The contractor shall respond to all BOP surveys or questionnaires in a positive, timely manner.

CHAPTER 20 - INSPECTIONS

The contractor shall be responsible to ensure performance is in accordance with this SOW. The COS and/or CCM monitors compliance with the SOW on a systematic and routine basis by various means, including on-site inspections. The results of these inspections shall be brought to the attention of the contractor through consultations and narrative reports, commonly referred to as monitoring reports.

Monitoring reports contain all findings of the inspection and shall express deviations from the SOW in the following terms:

A. Findings:

Findings result when evidence indicates the conditions of this SOW are not being met, as determined by the CCM.

B. Corrective Action:

The tasks, or group of tasks, necessary to resolve a finding.

C. Recommendations/Comments:

Suggestions to the contractor of ways to modify procedures or practices that improve facility operations. Areas that are in need of improvement but do not meet the criteria of a finding.

Upon receipt of the report the contractor shall be responsible for drafting a response to the CCM within 30 days, unless directed otherwise by the CCM. The response shall note corrective what action was taken and when it was taken. In the event constraints are identified the contractor shall establish a realistic timeframe for corrective action being completed.

Failure to respond to the monitoring report or to take corrective action to the findings may result in adverse action up to and including the termination of the contract.

CHAPTER 21 - COST REIMBURSEMENTS

Background:

The BOP has incurred significant expenses in: providing excessive oversight due to marginal performance by some contractors; performing repetitive (two or more) preliminary site inspections when an offeror changes facility site locations; and, performing repetitive (two or more) preoccupancy inspections when a contractor fails to have their facility ready to accept federal offenders. As a result of this poor planning and/or failure to provide adequate management oversight, BOP representatives may have to frequently and repeatedly travel to these locations. The BOP cannot continue to perform these unreasonable and costly practices which results from an offeror's poor planning, and/or contractors mismanagement.

Repeated site changes by an offeror during the negotiation process results in expensive travel and staff costs in order to inspect the offeror's new site. These same costs are incurred when some contractors fail to timely prepare their program and/or facility for performance. Even after performance begins, some contractors fail to satisfactorily manage their programs resulting in unnecessary, frequent monitoring visits by BOP personnel.

Requirements:

- A. In the event an offeror changes their proposed site during the negotiation process after the BOP has inspected the facility, the offeror shall be required to reimburse the BOP for all reasonable costs associated with the re-inspection of the new proposed site(s) due to the offeror's change in proposed facility. Failure to reimburse the BOP within ten (10) calendar days of written notification shall result in elimination from consideration for award of the contract.
- B. When a contractor fails to respond to monitoring reports or repeatedly fails to correct documented deficiencies, the BOP will have to increase the number of its inspections, and thus charge the contractor for the reasonable costs associated with these visits. If the BOP must repeatedly visit the facility above and beyond the routinely scheduled activity of monitoring and training, the contractor shall be required to reimburse the BOP for all reasonable costs

associated with providing technical assistance, training and oversight required to improve contractor performance to a

satisfactory level. These costs shall be deducted from the monthly billing to the government.

- C. The BOP will schedule a Preoccupancy inspection following award, but prior to performance. Unless specified otherwise, this inspection is ordinarily not less than thirty nor more than forty-five days from date of contract award. If the BOP must repeatedly inspect the place of performance (facility and location) due to the contractor's failure to complete necessary facility repairs or renovations, or fails to meet minimum programmatic requirements so that performance may begin, the contractor shall be required to reimburse the BOP for all reasonable costs associated with a second (or subsequent) preoccupancy inspection. These costs shall be deducted from the monthly billing to the government.
- D. Ordinarily, at least two BOP staff will require from one to three working days to perform an inspection or monitoring. However, the BOP reserves the right to determine the resources (i.e., number and type of staff, number of working days, etc.) necessary to perform all inspections and monitorings as defined in this chapter.
- E. The requirements of this chapter do not modify nor waive the rights of the BOP to terminate a contract for default under the terms and conditions of the contract.