

STATEMENT OF WORK

(SOW)

COMMUNITY CORRECTIONS CENTER

(CCC)

August 2000

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TABLE OF CONTENTS

INTRODUCTION 1
 CHAPTER 1
 Administration and Organization 6
 CHAPTER 2
 Personnel 12
 CHAPTER 3
 Facility 25
 CHAPTER 4
 Life/Safety 30
 CHAPTER 5
 Sanitation & Environment 34
 CHAPTER 6
 Electrical Safety 36
 CHAPTER 7
 Hazardous Materials 38
 CHAPTER 8
 Pest Control & Waste Management 41
 CHAPTER 9
 Referral and Intake Processing 42
 CHAPTER 10
 Programs 47
 CHAPTER 11
 Discipline 74
 CHAPTER 12
 Administrative Remedy 85
 CHAPTER 13
 Food & Medical Services 86
 CHAPTER 14
 Records and Reports 93
 CHAPTER 15
 Release Preparation 96
 CHAPTER 16
 Escape Procedures 99
 CHAPTER 17
 Serious Illness, Injury, or Death. 101
 CHAPTER 18
 USPO Cases 102
 CHAPTER 19
 Research and Evaluation 104
 CHAPTER 20
 BOP Inspections 105
 CHAPTER 21
 Cost Reimbursements 111
 CHAPTER 22
 Sexual Abuse Intervention 112

List of Attachments

REQUEST FOR CONTRACT STAFF BACKGROUND INVESTIGATION	Attachment A
INITIAL INTAKE FORM	Attachment B
CASE NOTES	Attachment C
URINALYSIS PROCEDURES	Attachment D
PROHIBITED ACTS AND DISCIPLINARY SEVERITY SCALE . .	Attachment E
EXPLANATION OF TERMS	Attachment F

LIST OF BOP FORMS
(provided by CCM)

<u>NAME OF FORM</u>	<u>Chapter Reference</u>
ADMINISTRATIVE REMEDY FORMS	12
APPLICATION FOR VOLUNTEER SERVICE	2
AUTHORIZATION TO OPERATE A MOTOR VEHICLE	10
CENTER DISCIPLINE COMMITTEE (CDC) REPORT (CCC'S)	11
COMMUNITY BASED PROGRAM AGREEMENT	9
CONDITIONS OF HOME CONFINEMENT	10
DUTIES OF STAFF REPRESENTATIVES (CCC'S)	11
FURLOUGH APPLICATION - APPROVAL AND RECORD	10
FURLOUGH QUESTIONNAIRE - OUT OF SENTENCING DISTRICT	10
HOME CONFINEMENT AND COMMUNITY CONTROL AGREEMENT	10
INCIDENT REPORT (CCC'S)	11
INMATE RIGHTS AT CENTER DISCIPLINE COMMITTEE HEARING	11
NOTICE OF CENTER DISCIPLINE COMMITTEE HEARING (CCC'S)	11
PASS REQUEST AND APPROVAL	10
QUESTIONNAIRE - SENTENCING DISTRICT	10
URINE SAMPLING PROGRAM (CCC'S)	10
WAIVER OF APPEARANCE (CCC'S)	11

LIST OF BOP PROGRAM STATEMENTS
 (Referenced in the Statement of Work)

<u>Program Statement</u>	<u>Referenced Chapter</u>
PS 1330.13	Administrative Remedy Program.....12
PS 1351.05	Release of Information..... 1
PS 1480.05	News Media Contacts..... 1
PS 3735.04	Drug Free Workplace..... 2
PS 5380.06	Cost of Incarceration Fee (COIF).....10
PS 5800.13	Inmate Systems Management Manual.....15
PS 6060.08	Urine Surveillance and Testing Program.....10
PS 6590.07	Alcohol Surveillance and Testing Program.....10
PS 7310.04	Community Corrections Center (CCC)..... 9 Utilization and Transfer Procedure
PS 7320.01	Home Confinement.....10
PS 7570.02	Contract Staff Integrity for Privately..... 2 Operated Community Corrections Residential Facilities

Program Statements may be found on the Bureau of Prisons Internet Home Page, <http://www.bop.gov/>.

The policy statements numbers listed above were current at the time of this SOW revision, however, it is the Bureau's expectation that the contractor maintain and implement subsequent policy updates as they occur. This will require the contractor to routinely review policy statements to ensure they are utilizing the most current version.

CONTRACTOR REQUIRED TRAINING
(Referenced in the Statement of Work)

<u>Training</u>	<u>Chapter Referenced</u>
Staff annually review (with documentation) Contractor's Operations Manual	1
20 hours of staff Annual Training with required topics	2
New staff orientation during the first week of employment with required topics	2
A minimum of one Key Staff will attend BOP Regional training as offered	2
Staff acknowledge receipt and understanding of Contractor's Employee Standards of Conduct	2
The contractor shall develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault/misconduct prevention and intervention program.	2
The contractor shall provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteer Manual".	2
The contractor shall train all staff in emergency procedures within one week of their initial employment. In addition, the contractor shall include emergency training in annual refresher training.	4
The contractor shall train all staff in the proper handling and use of all hazardous, toxic, caustic, and flammable materials within two weeks of their initial employment or whenever a new hazard is introduced into their work area and annually thereafter.	7
The contractor shall train staff on the proper techniques for offender pat, room, vehicle, and common area searches. This training shall be conducted within the first week of employment and annually thereafter.	

STAFF TRAINING REQUIREMENTS CONTINUED

<u>Training</u>	<u>Chapter Referenced</u>
The rules of conduct and sanctions for resident discipline infractions shall be defined in writing and communicated to all staff.	11
Staff must be familiar with the Administrative Remedy Program Statement.	12

INTRODUCTION

The Bureau of Prisons (BOP) provides community-based residential and nonresidential correctional services through contractual agreements with state, county and city governments and private corrections contractors. These contractors provide services which include employment and residence development and other self-improvement opportunities to assist federal offenders in becoming law-abiding citizens.

1. OBJECTIVE. The objective is to establish a Community Corrections Center (CCC) that provides comprehensive community-based services for offenders, i.e., offenders who are in the custody of the BOP, United States Attorney General, or under the supervision of the United States Probation Office (USPO).

2. STATEMENT OF WORK (SOW). The SOW sets forth the contract performance requirements for the management and operation of a CCC for federal offenders. The contractor shall ensure that the CCC operates in a manner consistent with the mission of the BOP. The mission is to protect society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost efficient and appropriately secure, that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

3. PLACEMENT OF OFFENDERS. Only the Community Corrections Manager (CCM) can approve a federal offender's placement at a CCC.

4. CONTRACTOR'S RESPONSIBILITY. The contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

5. BOP'S PHILOSOPHICAL BASE. The BOP can successfully carry out its mission because its operations are firmly grounded in a set of common values and functional goals. A clear vision of the BOP's organizational and individualized responsibilities exist among employees. The BOP, as an organization, has a "culture" – a set of values and shared attitudes that guide staff's actions. These values are a source of pride and professionalism to all employees, as they see them reflected in safe, humane and cost effective operations, and in the fair treatment of offenders. The following values are important for contract employees to understand, because they describe some of the major portions of the BOP's culture.

- Sound Correctional Management – The BOP maintains effective security and control of its offenders in CCC facilities utilizing the least restrictive means necessary. This approach is the essential foundation of all sound correctional management programs.

- Correctional Workers First – All BOP employees share with contract employees a common role as correctional workers and a mutual responsibility for maintaining safe and secure facilities and for modeling society's mainstream values and norms to offenders.

- Promotes Integrity – The BOP firmly adheres to a set of values that promotes honesty, integrity, and professionalism in order to ensure public confidence in its programs. These values also include the agency's prudent use of its allocated resources.

- Recognizes the Dignity of All – Recognizing the inherent dignity of all human beings and their potential for change, the BOP treats offenders fairly, is responsive to their needs, and affords them opportunities for self-improvement to facilitate successful re-entry into the community. The BOP recognizes that offenders are incarcerated as punishment, not for punishment.

- Community Relations – The BOP recognizes and facilitates the integral role of the community in accomplishing the BOP's mission. The BOP also works cooperatively with other law enforcement agencies, the Courts, and other components of the Government. BOP staff visit regularly with CCC contract employees to exchange information on areas of mutual concern. CCCs have proven to be invaluable in maintaining a productive link between the institution and the community in which it is located.

- High Standards – The BOP requires high standards of staff integrity, safety, security, sanitation, and discipline, which promotes a physically and emotionally sound environment for both staff and offenders.

- One of the most important things a contract employee can do – for offenders and for society – is to motivate offenders to take advantage of self-improvement opportunities while confined. Contract employees also have an important responsibility to provide a model of mainstream values and standards to offenders in their daily lives and their work in the community. These elements – helping and motivating – call for a caring attitude toward offenders, one that sensibly meshes with the BOP's responsibility to protect society with the joint role the BOP has with the community and offender during the reentry process.

Contract employees need to be firm but fair, humane but careful, in their interactions with offenders. It is possible to maintain security without compromising humane offender care.

Corrections is an important part of the rehabilitative process - offering the programs and services that can help offenders when they return to the community. Offenders should be provided information on these programs, presented in a way that encourages and motivates them to participate.

The CCC has an obligation to provide offenders with an opportunity to acquire the "tools" for self-improvement and law-abiding behavior upon release. Offenders must participate in maintaining family and community ties, through correspondence, visitation and planning for eventual release through participation in pre-release classes and other programs. They have the obligation to honor their debts and begin payment while confined. Each offender is personally responsible for taking advantage of available CCC programs.

These are important guiding principles for contract employees. They provide direction for decisions that carry out the BOP's mission. They also are the foundation of many expectations that the BOP will place on contract employees throughout performance of the contract.

6. CONTRACT PERFORMANCE. All services and programs shall comply with the SOW; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the BOP shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to BOP policy, Department of Justice (DOJ) regulation, Congressional mandate, Federal law or E.O.

Should the BOP invoke such changes, the contractor retains rights and remedies to equitable adjustment under the terms and conditions of the contract.

BOP reserves the right to enter into negotiations with the contractor to change the conditions or procedures in this SOW and contract.

BOP reserves the right to have various staff monitor contract performance. The BOP reserves the right to conduct announced and

unannounced inspections of any part of the facility at any time and by any method to assess contract compliance. The BOP may investigate any incident pertaining to the performance of this contract. The contractor shall comply and cooperate with the BOP on all investigations, monitoring visits, inspections and inquiries.

The contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency, e.g., Federal Bureau of Investigation, United States Marshals Service, state and local authorities, and immediately notify the CCM of the report. The contractor shall immediately report to the CCM any person or agency requesting to use an offender in any investigation.

The contractor shall submit any request for contract changes through the CCM to the Contracting Officer (CO) for approval.

Should electronic media, e.g., the Internet, be used by the contractor, the contractor shall manage the information in accordance with Federal law, regulations and policies of the U.S. Department of Justice and BOP. Offenders may have supervised access to the Internet while in the facility.

The BOP Internet web page (<http://www.bop.gov/>) is available to the contractor as a resource for information.

7. SCOPE OF WORK. The contractor shall comply with all requirements in this SOW and other reference documents as indicated. The technical proposal is incorporated into the contract unless otherwise stated in the contract or defined by the CCM.

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

The contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the BOP and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgements and liability arising out of, or in connection with, any negligent acts or omissions of the contractor, its agents, subcontractors, employees, assignees or any one for whom the contractor may be responsible.

The contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including

those costs, expenses and attorneys fees incurred by the United States Government, the BOP and its employees or agents. The contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The contractor shall provide the CCM copies of all documents. The contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

The contractor shall develop operational policies and procedures that follow 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 federal offenders shall receive the same treatment and services.

CHAPTER 1 - Administration and Organization

The contractor shall maintain a current written operations manual that is available to all staff. It shall describe the purpose, philosophy, programs, services, policies and procedures of the facility, and be updated on an as-needed basis. The operations manual shall address each chapter of the SOW. Staff shall have a general understanding of the operations manual. The operations manual shall contain all certifying tests, zoning and "permit to use" documents for the facility. The contractor must operate in accordance with the manual. The operations manual shall not circumvent the SOW requirements. The operations manual is a separate manual from the technical proposal. Staff shall at least annually review the operations manual which the contractor shall document. The operations manual shall be available for review by the BOP during inspections of the facility.

The contractor shall report, through the CCM, to the CO any deviation from the requirements of this SOW. The CCM will interpret the requirements of this SOW.

The contractor shall develop a written mission statement, long-range goals, and objectives, which shall be available for review by the BOP during inspection of the facility.

1. AMERICAN CORRECTIONAL ASSOCIATION (ACA). The BOP encourages the contractor to acquire certification in accordance with the most current edition(s) of the ACA Standards for Adult Community Residential Services.

If the facility is not ACA accredited, the contractor shall use the most recent edition(s) of the ACA Standards for Adult Community Residential Services as a guide in developing the operations manual.

The contractor shall advise the CCM in writing of their intent to seek ACA accreditation.

2. PERFORMANCE. The contractor shall maintain a current contingency plan to ensure continuity of service should unforeseen circumstances occur, such as employee work actions or strikes, natural disasters, or terrorist activities, etc. The plan must be available to the BOP for inspection upon request.

The contractor shall provide at least 75 percent of the contract requirements by using employees compensated directly by the contractor. This means the contractor cannot subcontract more than 25 percent of the contract requirements. The intent is to create a uniform composition of services under the control and

supervision of the facility director. The contractor shall submit all proposed subcontracts to the BOP for approval when the contractor intends to seek the services of a subcontractor, e.g., food service or facility maintenance.

The contractor shall under no circumstances allow an offender to be in a position of control or authority over another offender, contract or subcontractor employee.

The contractor shall not use or allow offenders to be used for medical, pharmaceutical, or cosmetic experiments.

3. INFORMATION. The contractor shall comply with the requirements of the Freedom of Information Act 5 U.S.C. §552, Privacy Act, 5 U.S.C. §552a. and 28 CFR part 16, Production or Disclosure of Material or Information and Bureau Program Statement, Release of Information. The contractor shall seek the CCM's approval before releasing BOP records in response to a request for information. All documents produced as a result of this contract shall become the property of the BOP.

The contractor shall have written policy and procedures for staff managing information.

a. Government Contacts. The contractor shall post and display in a conspicuous location a listing of the names, addresses, and telephone numbers of the responsible Community Corrections Regional Administrator (CCRA), Management Center Administrator (MCA), Transitional Drug Abuse Treatment Coordinator (TDAT-C), CCM, Regional Director, and Chief USPO.

b. Congress. The contractor shall immediately notify the CCM when a request, e.g., information or tour of the facility, is made by a member of the United States Congress to the contractor.

c. News Media. The contractor shall notify the CCM when a request or contact is made by any media representative, i.e., a person whose principal employment is to gather or report news for a newspaper, magazine, national or international news service, or radio or television news program. These requests or contacts may include, but are not limited to, interviews, visits or impromptu questions with staff or offenders. Contractors may reference the Bureau Program Statement, News Media Contacts.

The contractor shall coordinate all public information issues with the CCM and clear, in advance, all press statements and releases.

The contractor shall ensure employees agree to use appropriate disclaimers clearly stating that the employees' opinions do not necessarily reflect the position of the BOP or DOJ in any public presentations they make or articles they may write that relate to any aspect of the contractor's performance in this contract.

d. Documentation. The contractor shall document that all requirements of this SOW are being met. The contractor has the affirmative responsibility to prove the requirements are being met.

The contractor shall maintain documentation showing their standing as a legal entity, or part of a legal entity, and shall maintain documentation indicating legal measures have been taken to provide continuity of service in case of incapacitation, retirement, or death of the contractor.

The contractor shall maintain documentation of their tax exempt status, if applicable.

The contractor shall have valid liability and property insurance for the facility and equipment, with documentation available for review.

e. Meetings. The facility director shall conduct staff meetings at least monthly to foster communication, establish policy, discuss problems, ensure compliance with SOW requirements, and accomplish program objectives. The contractor shall distribute new or revised policy and procedure to staff, volunteers, and if appropriate, offenders. The contractor shall document these meetings with written minutes. This documentation shall be made available to the BOP for inspection upon request.

f. Equipment. The contractor shall have a working fax and telephone capabilities for staff use only. Additionally, the contractor will have a secure computer with Internet and software capabilities for communicating with the CCM office.

g. Translation. 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 offender population.

4. Community Outreach. The contractor shall have written policy and procedures (to include documenting their efforts) for a public information program which offers ongoing, positive communication between the facility and the local community, elected officials, law enforcement and citizens.

In addition to community outreach, the contractor will establish a Community Relations Advisory Board (CRAB) that shall meet at least quarterly each calendar year. The CCM and MCA shall be standing members on the CRAB.

CRAB is a means of mutual communication and support between the CCC and its local communities. While such CRAB have no formal advisory function to the CCC, its purpose is to serve as a two-way communication link between CCC and community leadership, and to advance public education, understanding, and advocacy for issues concerning CCC.

CRAB's benefit the CCC and the community by:

- increasing public awareness of and education about the mission of the CCC and the BOP,
- determining the availability of community services for the CCC,
- coordinating CCC operations with local law enforcement activities,
- assessing the impact of the CCC on the community, and
- increasing the CSC's involvement in community affairs and services.

The contractor shall develop bylaws that contain a clear statement of the CRAB's objectives, define (and limit) the CRAB's role in the internal affairs of the facility, provide a structure for CRAB operations, define who may be a member, explain how members are selected, and set term lengths for each officer.

CRAB members may work closely with local law enforcement, government, business, civic, education and training, health care, pre-release, and religious agencies and organizations.

Initially, the facility director may select CRAB members. The facility director shall base his or her assessment of the individual's potential to develop opportunities for mutual assistance and support. The subsequent selection process shall be addressed in the CRAB's bylaws.

Consideration shall be given to citizens representing:

- local and federal law enforcement;
- city, county, or township government;
- business and civic organizations (Chamber of Commerce, Lions, Rotary, Kiwanis);
- council of churches;
- community residents and neighbors;
- school boards; health care organizations; and

- media groups.

5. QUALITY CONTROL. The contractor shall develop a quality control plan, i.e., an internal system for monitoring programs through inspections or reviews conducted by the facility director or other staff. The contractor shall provide a written summary of QCP results to the CCM quarterly.

A quality control plan (QCP) is a written group of activities designed to ensure a standard of excellence. Quality control plans can be viewed as a system or process for monitoring program outcomes through inspections or reviews. These plans are intended to provide the responsible program manager with key information to help measure the quality of work performed. The successful development and implementation of a QCP should allow program managers to operate within acceptable quality levels.

A QCP should clearly identify the following:

- the specific program outcome to be monitored (e.g., CCC referrals - timeliness, responsiveness, completeness of individual program plans - timeliness, accuracy of accountability methods),
- the method (e.g., review of roster runs, files, logs) and frequency (e.g., weekly, monthly, quarterly) of conducting and reporting inspections, and
- the staff responsible for completing the inspections.

Program managers should have their QCP reviewed and approved by their supervisors, to include any revisions. Policy changes, QCP inspection reports, operational and/or program review reports, and staff turnovers could indicate a need for QCP revisions.

Similar to a QCP, a quality assurance plan (QAP) is a written group of activities designed to ensure a level of excellence. A QAP is intended to provide responsible program administrators with key information to help measure the quality of work performed by a program manager and staff under their supervision. The successful development and implementation of a QAP should provide administrators with an assurance that programs under their responsibility are meeting their objectives.

Similar to a QCP, the QAP should clearly identify the elements (e.g., specific outcome; method and frequency of conducting and reporting; and, staff responsibilities) of the plan. An administrator's QAP should be based on the premise that program managers, and not the administrator, have primary responsibility

for the management and quality control of program outcomes. An administrator's QAP is not a substitute for quality control by the program manager. As a result, the method and frequency of conducting and reporting QAP inspections should rely primarily on a review of QCP inspection reports. A review of QCP reports, coupled with independent sampling, provides the basis for QAP reports.

6. FISCAL RESPONSIBILITIES. The contractor shall operate according to an annual written budget of anticipated revenues and expenditures. The contractor shall have policy and procedures for the receipt, safeguarding, disbursement, and recording of funds that comply with generally accepted accounting practices.

CHAPTER 2 - Personnel

1. STAFF COVERAGE. The contractor shall have trained, paid staff, dressed and awake, on the premises to provide 24 hour coverage, seven days a week that provides for safe and secure supervision of all federal offenders, and that provides for the orderly running of the CCC.

The contractor shall staff at least one 7-day post, 24 hours a day, dedicated only to the supervision of federal offenders. This 7-day post cannot be covered by another position such as a case manager or facility director. The intent is that this post will devote 100 percent of it's time supervising offenders. The contractor shall also provide key personnel in accordance with the number of offenders residing in a facility (see Key Personnel).

Housing configurations, e.g., several buildings, require the contractor to determine the number of staff needed to safely and securely supervise the federal offenders. A staff/offender ratio shall be submitted in the technical proposal based upon the layout of the proposed facility and the estimated number of federal offenders in the Request for Proposal (RFP).

The contractor shall maintain the staff/offender ratio (i.e., number and type of staff, specified in the contract, proportionate to the offender population) throughout the performance of the contract unless otherwise indicated by the CCM.

a. Staffing Pattern. The contractor shall concentrate staff when most offenders are available for program activities, normally during the evening hours.

The contractor shall submit, in the technical proposal, a sample of a weekly work schedule by position clearly defining the duty-hours of each position (for the Bureau of Prison's contract if other than federal offenders are housed). The sample schedule shall indicate which positions are full-time and which are part-time. In addition, the work schedule will identify if the positions are devoted to federal offender supervision and/or program activities. The intent is to ensure that the contractor adequately staffs for both program activities and offender supervision.

NOTE: If the contractor's facility also houses non-federal offenders, the contractor shall specify what percentage of each position's time will be devoted to the federal contract.

b. Staff/Offender Ratio. The contractor is always responsible for the appropriate supervision of federal offenders and the orderly running of the CCC. The staff/offender ratio established in the contract, contributes to the contractor's ability to safely and securely operate the CCC. The contractor shall notify the CCM of any unforeseen circumstance which may affect the safety, security or orderly running of the CCC. Accordingly, the CCM may determine that an adjustment to the staff/offender ratio is warranted. The contractor shall comply with any change(s) to the ratio as directed by the CCM.

1) Population Changes. If the average monthly population (AMP) changes from the BOP's original projection for three consecutive months, the staff/offender ratio may be changed in accordance to the following:

a) If the AMP exceeds the original estimate by 25 percent for three consecutive months, the contractor shall add qualified staff consistent with the original staff/offender ratio.

b) If the AMP is 25 percent below the original estimate for three consecutive months, the contractor may reduce staff consistent with the original staff/offender ratio, as long as the contractor continues to provide safe and secure supervision of federal offender.

c. Key Personnel. All key personnel are full-time employees. They work on-site at the facility. Key personnel at major use contracts (31 offenders or more) shall devote 100 percent of their working time to the federal contract. The intent is to ensure that key personnel work exclusively with federal offenders when the contractor also provides services to other offenders such as local or state offenders. The contractor shall identify to the CCM key personnel employed at the facility.

1) Full-time employment is 40 hours per week on-site.

2) A major-use contract shall staff at least three key personnel positions. They are the facility director, case manager, and employment placement specialist (EPS). The EPS is required only at major use facilities.

3) Moderate and minor use contracts shall have at least two key personnel positions. They are the facility director and case manager or an equivalent position.

4) In those facilities where a BOP Mothers and Infants Nurturing Together (MINT) program also exists, the MINT

coordinator position will also be considered a key personnel position.

The CCM must approve changes of key personnel before they are employed in a key personnel position.

The contractor shall staff all key personnel positions throughout the performance of the contract. The contractor shall notify the CCM in writing if key personnel vacate a position permanently and indicate when a replacement will be made. The notification shall occur within five working days after the vacancy. The number of case manager positions may be determined by the contractor must be adequate to perform the tasks associated with the position and commensurate with the inmate workload of the population without being pulled to perform duties assigned to other positions.

d. Training. The contractor shall develop an employee training program in addition to any BOP provided training.

1) Contractor Training.

a) Annual Refresher Training. The contractor shall provide staff with at least 20 hours of annual refresher training relating to the operation of the CCC. The contractor shall document the training topics, date, time and participants. The training shall at least cover the following:

- Discipline procedures for offenders
- Emergency Plans;
- Staff integrity and ethics;
- Accountability and security procedures;
- Life, safety and emergency procedures;
- Offender searches;
- Signs of suicide and suicide precautions;
- Use of force regulations and tactics;
- CDC Report writing;
- Universal precautions;
- Interpersonal relations and communication skills;
- Social and cultural life styles of the offender population;
- Prevention, identification, and handling of sexual abuse/assault incidents and
- Basic first aid.

b) Orientation. The contractor shall provide an orientation for all new employees during their first week of employment. Topics must include at least, a discussion of sexual abuse/assault prevention and intervention and Employee "Standards of Conduct." The contractor shall document the employees'

participation, certifying date, time and completion in their personnel file.

2) BOP Training. At least one key personnel staff member will attend and participate in the BOP regional training meeting, which is ordinarily scheduled every two years. The contractor is responsible for all costs associated with attending this training.

2. ORGANIZATIONAL CHART. The contractor shall maintain a narrative description and diagramed organizational chart outlining the structure of authority, responsibility, and accountability of both the facility and company. The intent is to gain an understanding of the "chain-of-command" between the governing board, chairperson of the board, chief executive officer, president, authorized negotiator, facility director to include key personnel, and other staff who will be directly supervising the federal offenders.

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

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

3. PERSONNEL RECORDS. The contractor shall maintain a complete, private, and current personnel file for each employee. The contractor shall ensure the files are readily available for BOP review upon request.

The contractor shall have a written personnel manual that describes policies and procedures covering at a minimum the following areas:

- Staff coverage
- Staff training
- Staff discipline
- Staff retention
- Organizational chart
- Staff orientation
- Staff development
- Personnel records
- Recruitment
- Separation from work
- Performance evaluation
- Standards of Conduct
- Volunteers
- Resignation

Note: The contractor shall develop a retention program designed to minimize employee turnover.

The personnel manual is a separate manual from the operations manual.

a. Affirmative Action. The contractor shall have a written policy specifying that equal employment opportunities exist for all positions. Full consideration shall be given to the recruitment, hiring, placement, retention, training, and advancement, of women, members of minority groups, disabled veterans, and qualified individuals with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job in question. The contractor shall not discriminate against individuals based on race, color, religion, sex, national origin, physical or mental disability, age, retaliation, or sexual orientation. In addition, the contractor shall not prevent women from working in male offender programs or men from working in female offender programs.

b. Employee Evaluation. The contractor shall develop written policies and procedures for an annual written performance review of each employee based on defined criteria. The results are discussed with the employee, and the review is signed by the employee and evaluator.

c. Newly Hired Employees. The contractor shall have written policy providing for a probationary term followed by permanent status for newly hired or newly promoted employees.

d. Job Descriptions. The contractor shall establish 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, a job title, the minimum education and experience qualifications required, and specific duties and responsibilities.

The minimum education and experience qualifications for the position of facility director (facility manager, CCC supervisor, center director and all other similar titles) shall be a four year degree in a social or behavioral science program from an accredited college or university and two years of work experience in a related field, with one of the years in a supervisory position. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. Total work experience needed in lieu of the combination of education and work experience is six years, with one of the years in a supervisory position.

e. Social Security Card. The contractor shall ensure each employee and any subcontractor, has a social security card issued 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.

4. BACKGROUND INFORMATION. Contract employees must be approved by the CCM before they may work with federal offenders.

The contractor shall submit a person's name and relevant information to the CCM for a fingerprint and background check only after the contractor has determined that this person is appropriate for employment and that this person will work with federal offenders.

The contractor shall secure from a person (i.e., a person who the contractor employs or intends to employ and who will be working with federal offenders) a signed consent form using Attachment A, REQUEST FOR CONTRACT STAFF BACKGROUND INVESTIGATION. The contractor shall then submit to the CCM the relevant information, including the signed consent form. This begins the fingerprint and background checks. The contractor shall not submit any person which the contractor does not employ or intend to employ.

The contractor shall require this person to provide complete details of any conviction record or current charges for any violation of law. The information will be used to determine the person's fitness for working with federal offenders.

The information shall include full name, all aliases used, date of birth, state of birth, sex, race, social security number, and previous cities and state(s) of residence. The contractor shall notify this person 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 this information. The intent is to screen applicants to determine their acceptability to work with federal offenders.

This person shall not begin working with federal offenders before clearance is obtained from the CCM. The CCM may grant the person temporary clearance to work with federal offenders after the NCIC/NLETS check is conducted if the results of the check are appropriate.

The final approval or disapproval by the CCM will follow the CCM's receipt of the fingerprint and/or other background checks. The contractor shall understand that the granting of final approval shall not occur until after the CCM receives a response(s) from the fingerprint or other background checks and these checks prove to be appropriate.

This action does not prevent, preclude, or bar the withdrawal or termination of any prior clearance or approval by the CCM at any time during the term of the contract.

The CCM will ordinarily approve a person to work with federal offenders in accordance with guidelines established in the current version of the BOP Program Statement, Contract Staff Integrity for Privately Operated Community Corrections Residential Facilities.

The contractor shall verify training and experience of all staff. This includes credentials for all professional staff. The contractor shall document the verification in the personnel file and make it available during inspections.

The contractor shall vouch potential employees through reference and employment checks. The contractor shall document information regarding reference and employment checks in the employee's personnel file.

5. CONTRACTOR'S EMPLOYEE STANDARDS OF CONDUCT. The contractor shall develop and use written policy, procedures and practice, herein called Contractor's Employee Standards of Conduct, for employee conduct, ethics and responsibility. The contractor shall notify its employees of the contractor's Employee Standards of Conduct.

The contractor shall require all employees to sign an acknowledgment that they have received and understand the contractor's Employee Standards of Conduct. The acknowledgment shall indicate that the contractor will require all employees to cooperate fully by providing all pertinent information which they may have to any investigative authority. Full cooperation includes truthfully responding to all questions and providing a signed affidavit, if requested. The contractor shall retain a signed copy of this acknowledgment in each of its employees' personnel files.

Attorneys may not be present or involved in administrative investigations. Attorney involvement includes, but is not limited to; presence during interviews, review of employee affidavits, and receipt of investigative summaries or documents from the investigative authority. If at any time an investigation uncovers evidence of criminal behavior, the investigation process will immediately stop and appropriate law enforcement officials will be notified.

Investigative authorities include, but are not limited to, investigations conducted by the Department of Justice, (e.g., the

Federal Bureau of Investigation, U.S. Marshals Service, Office of the Inspector General, Office of Professional Responsibility, BOP Office of Internal Affairs, BOP Special Investigative Agent, BOP Special Investigative Supervisor, Equal Employment Opportunity Investigator) and others (e.g., Department of Labor, Office of Personnel Management, U.S. General Accounting Office), or any other agent or agency the COTR authorizes or directs to conduct an investigation.

a. At a minimum, the Contractor's Standards of Employee Conduct shall require employees to conduct themselves in accordance with the following standards:

The contractor shall require its employees to conduct themselves professionally and in a manner that creates and maintains respect for the CCC, BOP, the Department of Justice (DOJ), and the U.S. Government.

The contractor shall require its employees to avoid any action that might result in, or create the appearance of, adversely affecting the confidence of the public in the integrity of the CCC, BOP, DOJ and U.S. Government.

The contractor shall require its employees to uphold all ethical rules governing their professions, including complying with applicable licensing authority rules, unless they conflict with legal laws.

The contractor shall prohibit its employees from using or possessing illegal drugs or narcotics. The contractor shall prohibit its employees from abusing any drugs or narcotics. The contractor shall prohibit its employees from using alcoholic beverages and being under the influence of alcohol while on duty, present in the facility, or immediately before reporting for duty. The contractor shall indicate to contractor's employees that when a contractor's employee's blood alcohol content level is 0.02 percent or greater he or she will be considered to be under the influence of alcohol.

The contractor shall prohibit its employees from showing partiality toward, or become emotionally, physically, sexually, or financially involved with offenders, former offenders, or the families of offenders or former offenders. Chaplains, psychologists, and psychiatrists may continue a previously established therapeutic relationship with a former offender in accordance with their respective codes of professional conduct and responsibility.

The contractor shall prohibit its employees from engaging in, or allowing another person to engage in, sexual behavior with an offender. The contractor shall indicate to its employees that regardless of whether force is used or threatened, there can be no "consensual sex" between contractor's employees and offenders.

The contractor shall prohibit its employees from offering or giving an offender or a former offender or any member of an offender's family, or to any person known to be associated with an offender or former offender, any article, favor, or service, which is not authorized in the performance of the contractor's employee's duties. The contractor shall prohibit its employees from accepting any gift, personal service, or favor from an offender or former offender or from anyone known to be associated with or related to an offender or former offender. The contractor's Standards of Employee Conduct, will clearly state that this staff prohibition includes any involvement with an offender's family members or any known associates of an offender.

The contractor shall prohibit its employees from showing favoritism or give preferential treatment to one offender, or a group of offenders, over another offender.

The contractor shall prohibit its employees from using profane, obscene, or otherwise abusive language when communicating with offenders, fellow employees, or others. The contractor shall require its employees to conduct themselves in a manner that is not demeaning to offenders, fellow employees, or others.

The contractor shall require its employees to remain fully alert and attentive during duty hours.

The contractor shall prohibit its employees from having any outside contact with an offender, ex-offender, offender's family or close associates, for a period of one year from the last day of the offender's sentence or supervision, whichever is later, except those activities that are an approved, integral part of the CCC program and a part of the its employee's job description.

The contractor shall prohibit its employees from engaging in any conduct that is criminal in nature or which would bring discredit upon the CCC, BOP, DOJ or U.S. Government. The contractor shall require its employees to conduct themselves in a manner that is above reproach. The contractor shall require its employees to obey, not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. The contractor shall require its employees charged with, arrested for, or convicted of any felony or misdemeanor, to immediately inform and provide a written report to the facility director.

The facility director shall immediately report the incident to the COTR. Traffic violations resulting in fines less than \$150 are exempt from this reporting requirement.

The contractor shall prohibit its employees from using brutality, physical violence, or intimidation toward offenders, or use any unauthorized or inappropriate force.

The contractor shall prohibit its employees from engaging in inappropriate supervisor/subordinate relationships, to include but not limited to, emotional, sexual, financial or physical.

The contractor shall prohibit its employees from possessing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in the facility or while on duty. The contractor shall also prohibit contractor's employees from storing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in vehicles under their control parked on or adjacent to the facility. Offenders shall not possess or use any of these items at any time.

The contractor shall prohibit any of its employees who are suspected of violating the contractor's Employee Standard of Conduct from contact with federal offenders until a disposition is made by the COTR.

b. The contractor shall not conduct an investigation of any misconduct allegation without the COTR's approval. This includes questioning the subject of a misconduct allegation. The contractor shall advise all employees that they are subject to Government investigation if an allegation is made concerning any matter affecting the interests of the Government.

c. The contractor shall report any allegation, violation or attempted violation of the contractor's Employee Standards of Conduct immediately by telephone to the COTR. The contractor shall subsequently report in writing to the COTR, within one calendar day (or next business day) after becoming aware of the incident. The contractor shall not restrict any contractor's employee or offender from reporting misconduct directly to the BOP. The contractor shall not retaliate against any contractor's employee or offender who reports misconduct.

Following the investigation(s) and if allegations are sustained, the contractor shall indicate, in writing, to the COTR the contractor's proposed plan of corrective action for the COTR's approval. The COTR has the right to determine if the

contractor's employee may continue to work with federal offenders.

Following the investigation(s), a summary of the investigative findings may be disclosed by the Bureau to the contractor's authorized negotiator.

Failure to report a violation of the contractor's Employee Standards of Conduct or to take appropriate action against a contractor's employee may subject the contractor to appropriate action, up to and including termination of the contract.

d. The contractor shall not employ any individual who is under the supervision or jurisdiction of any parole, probation or correctional authority. Persons with previous criminal convictions who are not under supervision may be considered for employment. However, the COTR 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.

e. The contractor shall have a written policy to prevent conflicts of interest that specifically states that no contractor's employee may use his or her official position working with federal offenders to secure privileges or advantages in the facility or in the community.

f. The contractor shall operate a facility which provides the highest degree of safety for offenders and contractor's employees. The contractor shall specifically define when contractor's employees may use force against offenders. The contractor shall prohibit contractor's employees from using excessive force to control a situation. The contractor shall immediately report any instance of the use of force to the COTR, by the most expeditious means available, e.g. telephone. The contractor shall submit in writing, within one calendar day after the incident, a written report to the COTR.

6. SEXUAL ABUSE INFORMATION. The contractor has the responsibility to provide a working environment that is free from sexual harassment and intimidation in accordance with Title VII of the Civil Rights Act of 1964, as amended. Sexual abuse/assault/misconduct is verbal or physical conduct of a sexual nature directed toward an offender or employee by another offender, employee, or volunteer of the facility.

The contractor shall ensure that policy prohibits sexual abuse/assault/misconduct by employees against federal offenders

or other employees. Sexual misconduct is illegal and a violation of federal law.

The contractor shall develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault/misconduct prevention and intervention program. Written policy, procedure, and practice shall provide that all staff receive such training during employee orientation and on an annual basis as part of the facility's in-service training plan.

7. DRUG FREE WORKPLACE. The contractor will implement and follow Bureau Program Statement 3735.04, Drug Free Workplace. This program provides a mechanism for employee assistance and employee education regarding the dangers of drug abuse.

8. VOLUNTEERS. The BOP encourages the use of volunteers. Contractors may use volunteers to provide a variety of programs, such as marriage and family enrichment, substance abuse education, literacy, spiritual growth, recreation, health education, fitness, vocational training and many others. While providing these valuable services, volunteers reinforce the societal values conveyed daily by staff. Direct volunteer assistance is useful to an offender's successful community reintegration.

Volunteers are private citizens or students, age 18 or older, who provide a variety of unpaid services that would not otherwise be performed by a paid employee.

Volunteers who provide services in a CCC under the direct observation and supervision of paid staff will not need to undergo any security background clearances.

Volunteers at a CCC who provide services without any direct supervision must submit to the same background checks as paid staff. In addition, the contractor shall have the volunteer complete the BOP form entitled APPLICATION FOR VOLUNTEER SERVICE to the CCM. The contractor shall report the number of volunteers quarterly to the CCM.

The contractor shall provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteers Manual."

9. STAFF AND VOLUNTEER ROSTERS: The contractor will submit a typed, alphabetical staff roster each month, to be included with the monthly billing. This roster must include the employee's complete name, title, full or part-time status, and date of hire.

Volunteers should be listed separately, indicating the type of volunteer work being done, i.e., AA, NA, or religious.

CHAPTER 3 - Facility

The facility shall comply with applicable local, state, and national health, safety, environmental laws, regulations, and Executive Orders, and building codes. In the event local, state, and national codes conflict, the most stringent will apply. The contractor shall adhere to the requirements of: the Architectural Barriers Act of 1968 as amended; Rehabilitation Act of 1973 as amended and sections 502 and 504; Americans With Disabilities Act (ADA) of 1990 as amended (an alternate location off-site may be proposed for housing offenders with disabilities if it meets the ADA); Uniform Federal Accessibility Standards (UFAS); the National Fire Codes published by the National Fire Protection Association with special emphasis on the 101 Life Safety Code; Occupational Safety and Health Act of 1970 as amended; U.S. Food and Drug Administration, U.S. Public Health Service, Food Code; Occupational Safety and Health Administration's (OSHA) General Industry Standards; American National Standards Institute (ANSI) A-117.1, as determined by the local building inspector general; Building Official Code Administrators (BOCA) section 404.1 entitled Minimum Plumbing Facilities; American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Published Standards & Guidelines; American Society of Sanitary Engineering Standards; Uniform Plumbing Code; 16 CFR §1632, Standard for the Flammability of Mattresses and Mattress Pads (FF 4-72, Amended); Current Edition; Flammability Standard DOC-FF-472; California State Technical Bulletin 106; NFPA Codes 1, 10, 13, 13R, 25, 70, 96, and 101; and any other codes or regulations indicated in the SOW.

The contractor shall maintain copies of all required environmental permits and registrations or letters from permitting authorities indicating that the facility is in compliance or is specifically exempt from the standard in question. The contractor shall make these documents available on-site and to the BOP upon request.

1. SITE & FLOOR PLANS. Each technical proposal shall include a legible and accurate copy of the site and floor plan for the proposed facility in accordance with the requirements in this section. Each technical proposal shall also include an accurate photograph, taken within 120 days of proposal submission, showing the front and back outside view of the facility.

The contractor shall submit to the CCM for approval any request to change the site or floor plan from what was approved in the contract. The contractor will maintain and make available an accurate site and floor plan on-site at all times for the

inspection of the BOP. These plans shall meet the requirements stated in this section.

a. Site. The contractor shall submit half size prints for site plans (Scale of original document: Minimum 1" = 100 feet) showing:

- The location of buildings, roads, fences, parking lots, walkways, and adjacent buildings, identifying their function.

b. Floor. The contractor shall submit half-size prints for architectural floor plans of each building (Scale of original document: 1/8" = 1 foot) showing:

- Layout, name and function of all rooms;
- Bed location, number of bed(s) in each room;
- Show unencumbered space area per occupant and indicate square footage;
- Location of fire suppression equipment;
- Total gross square footage of entire facility;
- Total gross square footage of each room;
- Area of safe refuge; and
- All building entries and exits.

The contractor shall also identify in the floor plans the exact location and dimensions of sleeping room(s), counseling room(s), lavatories, dining room(s), fire exits, and kitchen(s).

2. LOCATION. The contractor shall locate the facility within one mile of public transportation, or the contractor shall provide transportation for offenders to seek employment, work, and participate in program activities at no cost to the offender. Transportation will be made available 7 days a week.

The contractor shall locate the facility 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 or contractor provided transportation.

The contractor shall arrange for transportation for indigent offenders seeking employment or who are required to attend substance abuse treatment at no cost to the offender. Transporting of offenders in a staff members private vehicle should only be done in unusual circumstances. The staff member must be licensed and insured in accordance with state laws.

The facility shall not be part of a building in which other business(s) share space which could be construed as a conflict of interest to the mission of a community based correctional

facility. For example, it would be inappropriate to share space with a business which serves alcohol. If the facility is of joint use, the provider shall describe the nature of the business occupying all contiguous space. The Bureau reserves the right to have the final decision in determining potential conflict of interest. The BOP strictly prohibits the use or possession of alcohol in the contract facility. The contractor shall ensure the building is appropriately zoned. The contractor shall maintain a permit from the local or state enforcement body or authorized representative having jurisdiction to operate. The contractor shall make these documents available on-site and to the BOP upon request.

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 residents. The contractor shall identify nearby (e.g., within a half-mile radius) facilities whose closeness to the CCC may raise public concern, including, but not limited to, schools, day-care centers, and other residential facilities.

3. PLANT REQUIREMENTS.

a. Air Circulation. The facility's sleeping rooms shall have adequate ventilation of outside or recirculated filtered air. The contractor will provide the BOP with third party documentation determining if adequate natural or mechanical ventilation is present.

b. Lighting. All personal living and sleeping areas in the facility will meet the lighting requirements as set forth in the most current and subsequent issues of the ACA Standards for Adult Community Residential Services.

c. Space. A minimum of 25 continuous square feet of unencumbered space per occupant in the sleeping rooms shall be provided. The contractor shall ensure that the square footage area is not obstructed by any object, e.g., bed, furniture, or fixed building structure, and allows a reasonable person enough space to freely move about. The sleeping room area shall provide reasonable privacy to the offender; however, it shall be accessible to staff at all times. Areas such as day rooms, closets, bathrooms, TV rooms, dining rooms, or halls shall not be considered as sleeping rooms.

The contractor shall provide each offender with a bed and one closet or locker which provides for adequate space and is adjacent to or located in their sleeping area for the storage of personal items. Adequate space means an area which provides a

reasonable person enough room to store personal clothes and hygiene articles. The contractor will provide offenders with a means (i.e., padlock) to secure their property. The contractor shall always have instant access to all closets and lockers for reasons of security and safety.

Co-correctional facilities shall provide for separate sleeping, bathing, and toilet areas by gender. The contractor shall ensure there is separation of offenders by gender. If the facility is co-correctional, the contractor shall indicate separate sleeping, bathing, and toilet areas by gender on the architectural floor plans and shall have a written plan outlining procedures to maintain separation by gender.

The contractor shall provide appropriate space and furnishings for private counseling sessions, group meetings, visits, and recreation.

The contractor shall indicate in their technical proposal that the proposed facility meets the Architectural Barriers Act of 1968 and the Rehabilitation Act of 1973.

All new government contracts must meet the Architectural Barriers Act of 1968, which requires that certain buildings owned, occupied, (leased) or financed by the Federal Government be designed, constructed or renovated so as to be accessible to and useable by physically disabled people. The Uniform Federal Accessible Standards (UFAS) are the technical guidelines to comply with the ABA.

The Rehabilitation Act of 1973, prohibits federal agencies and their grantees and contractors from discriminating against people based on disability in employment, programs, and activities. Under this Act are two applicable Sections, 502 and 504. Section 502 established the Architectural and Transportation Barriers Compliance Board (ATBCB) to ensure enforcement of the Architectural Barriers Act of 1968, and accessibility standards for federally owned, occupied, or leased buildings or facilities. Section 504 prohibits discrimination against qualified individuals with disabilities in federally funded programs and activities. The Justice Department's Civil Rights Division is responsible for ensuring compliance with this Section.

d. Lavatory. The facility shall have at least one operable toilet for every ten offenders, one shower (or bathing area) for every eight offenders, and one wash basin for every six offenders. If the facility is co-correctional, the contractor

shall provide the same lavatory accommodations for the females, separate from the males.

Showers and wash basins shall have hot and cold water. Hot water temperature shall be thermostatically controlled so the water does not exceed 120° Fahrenheit (49° Celsius), except for food service equipment. Temperature control devices shall be inaccessible to offenders and unauthorized personnel.

e. Laundry. Laundry facilities shall be available to all offenders. The contractor shall provide one operable washer and dryer for every 16 offenders in the facility or through a community establishment within one mile of the facility. Residents are responsible for the cost of laundering their personal clothing items. The contractor will provide indigent residents with laundry tokens (or equivalent) and detergent until they receive their first paycheck. The contractor shall provide laundering services for facility provided linens at no cost to federal offenders.

f. Telephone. The contractor shall provide the offenders telephone service which is accessible on the facility's premises. The use of pay telephones is acceptable. The contractor will provide at least one telephone for every 10 offenders.

g. Room Temperature. The contractor will maintain the facility temperature at a level appropriate for the season in accordance with EPA standards.

h. General. The site of performance shall not operate as a hotel or motel. Apartment type complexes will be reviewed on an individual basis for suitability. If apartment type complex is allowed and there are other occupants in the complex, the proposing contractor must make notification to the occupants of their intent to operate a CCC within the same complex.

The interior of the contract facility shall be a non-smoking area and signs shall be conspicuously posted indicating this requirement. The contractor may designate smoking areas outside the contract facility 10 to 25 feet away from all entrances and exits or that comply with local restrictions, whichever is more stringent.

I. Drinking Fountains. The contractor shall provide drinking fountains in the facility in accordance with BOCA, ADA, and the Clean Water Act. The facility shall have at least one drinking fountain for every 100 occupants. Facilities that are "apartment" style, with a kitchen in each unit, do not need additional drinking fountains.

CHAPTER 4 - Life/Safety

Any structure used to house federal offenders must meet specific fire and safety standards before it can be approved by the BOP. In applying these standards, the safety and welfare of both staff and offenders must be considered. The contractor shall maintain an acceptable level of fire and life safety by complying with the most current edition of applicable fire safety codes, standards and regulations of the National Fire Protection Association (NFPA).

The contractor shall comply with the most current version of the following NFPA codes and standards:

- NFPA 1: Fire Prevention Code
- NFPA 10: Standard for Portable Fire Extinguishers
- NFPA 13: Standard for the Installation of Sprinkler Systems
- NFPA 13R: Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height
- NFPA 25: Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 70: National Electric Code
- NFPA 72: National Fire Alarm Code
- NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101: Life Safety Code
- NFPA 260: Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture
- NFPA 261: Standard Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes
- NFPA 701: Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and exceptions of the NFPA requirements. All applicable NFPA requirements are mandatory.

The contractor shall also comply with the most current version of the following California State Technical Information Bulletins, published by the California Bureau of Home Furnishings and Thermal Insulation: Bulletins: 106, 116, 117, 121 and 133. The BOP reserves the right to act as the AHJ with respect to the interpretation, enforcement, and waivers of these requirements.

1. INSPECTION. The contractor shall maintain a current independent third party certification that all buildings used to house federal offenders are in compliance with NFPA 101. In addition, the contractor shall have each building inspected annually by a local or state AHJ. Inspection reports shall be retained and made available to the BOP to indicate the inspections were completed in a timely and appropriate manner.

2. FIRE EVACUATION AND EMERGENCY PLANS. The contractor shall maintain current written emergency plans. The contractor shall train all staff in emergency procedures within one week of their initial employment. In addition, the contractor shall include emergency training in annual refresher training for all staff. The contractor shall document all training by having staff sign a training log.

The plans shall describe the procedures to follow in emergency situations, and be updated on an as-needed basis. The contractor shall submit to the CCM a current copy of the emergency plans after contract award and before the notice to proceed performance is given by the CO. The contractor shall forward any subsequent changes or updates to the emergency plans to the CCM. The intent is that both the CCM and the contractor will have a set of current procedures to use if an emergency occurs.

The contractor shall ensure all emergency contact telephone numbers and addresses are up-to-date and valid.

The plans shall identify potential emergency situations such as a fire or major emergency (including man-made and natural disasters) and outline appropriate action which ensures offender accountability and safety. At a minimum, the plans shall include instructions for the following:

- Immediate notification to the fire department;
- Facility and community search for missing offenders;
- Automated information backup procedures (if needed);
- Utility services interruption, i.e., water, gas, power;
- Evacuation in case of fire;
- Procedures in the event of man-made or natural disasters;
- Evacuation routes and procedures;
- Immediate notification of community emergency response teams;
- Notification of authorities, including internal and external;
- and
- Control or extinguishment of a fire.

a. Diagramed Evacuation Routes and Drills. The contractor shall post diagramed evacuation routes at a conspicuous location

on every floor or level of the facility. The contractor shall not use the site and floor plan for this requirement. The diagram shall meet NFPA requirements.

A diagramed emergency evacuation route shall identify "You Are Here" location and be compatible with the floor plan. This diagram shall also show the exterior areas around the facility and indicate outside areas of the facility used as assembly points or other areas of safe refuge during an emergency evacuation or drill.

The diagram shall include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies. It will also show areas of safe refuge from inclement weather.

The contractor shall review all emergency and evacuation procedures, including diagramed evacuation routes, with each new offender upon arrival.

The contractor shall conduct an evacuation drill at a minimum of one drill during each shift each quarter (a minimum of 3 drills). The contractor shall document each drill which will include how the evacuation alarms were activated, date and time of the drill, amount of time taken to evacuate the building, evacuation path used, number of staff and offenders participating, and comments.

c. Fire Alarm Systems. All buildings used to house federal offenders must be equipped with an automatic fire detection and alarm system designed, installed, tested, and maintained in accordance with NFPA. The system design must incorporate hard wired smoke detectors in all sleeping rooms, corridors, and common areas. The alarm system must be hard wired into an annunciator panel, located at a central control point under 24-hour staff supervision.

d. Fire Extinguishers. Buildings used to house federal offenders must be equipped with an adequate number of portable fire extinguisher that are sized, located, installed, tested, and maintained in accordance with NFPA. At least one extinguisher must be provided on each level of the building.

3. FURNISHINGS. Combustible and flammable fuel load sources shall be kept to a minimum to prevent the possible spread of fire. The contractor's furnishings shall meet the standard test requirements in the California State Technical Information Bulletins.

All mattresses, mattress pads, and pillows throughout the facility shall meet the Flammability Standard DOC-FF-472 or Federal Flammability Standard 16 CFR §1632. The contractor shall maintain documented compliance of this requirement.

Interior furnishings such as window covers, curtains, sofas, chairs, etc., shall meet the requirement of all NFPA standards. These are to be considered minimum requirements.

The contractor shall maintain documentation of compliance with NFPA standards.

NOTE: These requirements apply to the entire structure, even when federal offenders occupy only a portion of the facility. An exception is when the area housing federal offenders is separated from other areas of the building by a two-hour fire wall which meets the approval of the AHJ.

CHAPTER 5 - Sanitation & Environment

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

The contractor shall maintain a written sanitation and housekeeping plan which provides for the upkeep of the facility. The plan shall be made available to the BOP upon inspection.

The housekeeping plan shall assign specific duties and responsibilities to staff and offenders. The plan shall address the following:

- The contractor shall ensure the facility and surrounding area are kept clean and in good repair at all times.
- Sidewalks leading from the exits shall always be clear of materials, debris, ice, and snow.
- The contractor shall document weekly sanitation and safety inspections of all internal and external areas and equipment. Documentation shall indicate corrective action to be taken on discrepancies found during these inspections. The action will be done in a timely manner and will be documented and made available for BOP inspection upon request.
- Waste containers shall be of noncombustible or other approved materials.
- Filters on furnaces and ventilation systems are to be exchanged and kept clean per manufacturer's requirement. The contractor shall not allow the ventilation system ducts and vents to accumulate excessive dust and dirt build-up.
- The contractor shall equitably assign general housekeeping chores of common areas to all offenders.

The contractor shall maintain a high standard of sanitation and environmental health throughout the facility. Offenders are not permitted to perform work for the contractor, except as part of the sanitation and housekeeping plan. The contractor may require offenders to maintain high sanitation in their living areas. This includes sweeping and cleaning their sleeping areas, recreation or day rooms, bathrooms and showers, passages and hallway areas. "Extra Duty" to clean an area of the facility

could be imposed for minor rule infractions in accordance to the chapter on discipline. The contractor will not use offenders in lieu of paid workers.

2. ENVIRONMENT. The contractor shall establish an appropriate recycling program to include, at a minimum, aluminum cans and newspapers, or to meet applicable local recycling requirements.

CHAPTER 6 - Electrical Safety

The contractor shall comply with all local, state, and national electric codes to include National Electric Code (NEC) and OSHA standards. In the event local, state, and national codes conflict, the most stringent will apply.

Prior to the preoccupancy inspection, the successful contractor will provide documents of an independent inspection of the electrical system by a certified contractor.

1. GROUND FAULT CIRCUIT INTERRUPTER (GFCI). The contractor shall use GFCIs on all 110 Volt, single phase outlets in the kitchen and bathroom areas within 180 centimeters (5.9 feet) of a water source. GFCI wiring shall be 14 gauge with ground. Standard wiring is usually 12 gauge with ground.

2. PANEL BOX. Electrical panel box covers shall contain an accurate directory. The directory shall reference the disconnecting means of electrical equipment, such as the breaker switch, and indicate the area which it controls.

3. EXTENSION CORDS. The contractor shall not use extension cords in lieu of hard or permanent wiring. Permissible, temporary extension cords must have surge protectors.

4. RECEPTACLES. Wiring and receptacles must be grounded. Two-wire outlets may not be used.

5. FLOOR SPACE HEATERS. Floor space heaters that are cool to the touch and utilize an automatic shutoff if overturned, may be used.

6. FANS. Appropriate guard grids on oscillating or floor fans shall be in place.

7. ELECTRIC SAFETY. The following electrical safety standards shall apply:

a. Damaged or frayed wiring cannot be taped or spliced. The use of electrical tape to repair cut or damaged cords or cables is prohibited. Cords and cables must be repaired by the proper means, e.g., use of heat shrink tubing, re-installation of cords or cables to equipment. Bare wire may not be exposed.

b. Empty light fixture or fuse sockets may not be exposed or unprotected. Missing knock-outs, circuit breakers, or other openings in electrical equipment must be enclosed to prevent exposure to live or energized ports.

c. The use of multi-outlet electrical adapter plugs is prohibited.

d. Damaged plate covers, switches, and outlets must be replaced.

e. Hot water "stingers" are unsafe from the standpoint of fire safety. The contractor shall not use or allow the use of these devices in the CCC.

CHAPTER 7 - Hazardous Materials

The contractor shall establish and use a written plan for the storage, issuance, handling, and accountability of flammable liquids, hazardous chemicals, toxic, and caustic materials used within the facility. **Hygiene items are exempt from the Hazardous Communication program. Aerosol spray cans are not considered to be pressurized containers.**

The contractor will also address universal precautions in regards to blood and body fluids. All body fluids are to be considered as potentially infectious.

The Environmental Protection Agency (EPA) and OSHA establish standards for the proper handling and use of toxic, caustic, and flammable materials. When using hazardous materials at the facility, the contractor shall provide protective clothing at no cost to the offender in accordance with the Material Safety Data Sheets (MSDS).

Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunities for review. The contractor shall remain in compliance with federal statutes during the performance of the contract, including but not limited to the Clean Air Act, Clean Water Act, Endangered Species Act, Resource Conservation and Recovery Act, and other applicable laws, regulations, and requirements.

The contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized therefore. For the purposes of any environmental statute or regulation, the contractor shall be considered the "operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge is performed by the contractor, its agent or designee, an offender, visitor, or any third party.

If the contractor spills or releases any substance into the environment, the contractor shall immediately report the incident

to the CO through the CCM. The liability for the spill or release of such substances rests solely with the contractor and its agent.

At no time shall the contractor dispose of hazardous, toxic or caustic substances by unsafe methods. Unsafe methods include spreading or pouring it onto the ground, dumping in a lake, river or stream, and flushing into sewers.

1. TRAINING. The contractor shall train all staff in the proper handling and use of all hazardous, toxic, caustic, and flammable materials within two weeks of their initial employment or whenever a new hazard is introduced into their work area and annually thereafter.

All offenders shall receive training during intake screening. If controlled materials are issued to an offender for authorized use, the offender shall sign an acknowledgment specifying they understand the proper use of the material as well as its potential health hazards. The contractor shall document all training. Training shall include:

- Methods that may be used to detect the presence or release of hazardous materials in the facility;
- The potential health hazards of chemical spills in the work area;
- The measures employees and offenders can take to protect themselves from these hazards, including procedures such as universal precautions and personal protective equipment;
- The details of the hazard plan developed by the contractor, including an explanation of the labeling system and the MSDS, and how employees and offenders can obtain and use the appropriate information regarding hazardous materials.

2. MSDS. When using an identified hazardous material, the contractor shall obtain and maintain the MSDS (OSHA-174 Form or its equivalent) for that material. MSDSs shall be maintained and readily accessible to staff and offenders. The MSDS lists information about the storage, use, and disposal of the material, and those requirements shall be followed.

Staff shall review annually the MSDS to ensure that it is current. Staff shall document this review and make it available to the BOP upon inspection.

3. MANAGEMENT. The contractor shall provide a method of accountability and supervision for chemicals and hazardous materials. Employees shall continually demonstrate to offenders the proper use of these materials. Offender personal hygiene items are exempt from this requirement.

NOTE: Flammable materials such as gasoline, kerosine, propane, and paint thinner are stored outside of the main facility, unless otherwise indicated by the AHJ.

The contractor shall provide a level of supervision required for chemicals and hazardous materials determined by the level of hazard labeling. The MSDS will outline the precautions to be used for each chemical.

The contractor shall use good judgement when making decisions regarding the use and storage of chemicals and hazardous materials. The intent is to manage chemicals and hazardous materials in accordance with governing regulations while providing a safe environment for both offenders and staff members.

CHAPTER 8 - Pest Control & Waste Management

1. PEST CONTROL. The contractor shall provide for vermin and pest control and disposal. Control and accountability of pesticides and rodenticides are mandatory.

The contractor shall place screens in good condition on all open windows and doors throughout the contract facility to include food preparation and dining areas. Screens are not required on exit doors.

2. WASTE REMOVAL. The contractor shall provide noncombustible containers in such sizes and quantities needed to be sufficient for trash collection.

Remove trash at least daily from inside of the facility. The contractor shall ensure that all garbage is removed from the facility property to ensure sanitation and to prevent accumulation, odors and pest control problems. The contractor is responsible for all trash removal.

CHAPTER 9 - Referral and Intake Processing

The contractor shall have written policy and procedures governing offender referral and intake processing.

The contractor shall accept only offenders who are referred by the CCM. Acceptance of a federal offender not referred by the CCM may result in non-payment and jeopardize the contractor's performance under this contract.

1. REFERRALS. The contractor shall consider all offenders for placement at the facility and should be able to manage any offender referred by the CCM. The CCM will forward a referral packet to the contractor requesting a specific placement date. Within five calendar days of receipt of the referral packet, the contractor shall notify the CCM in writing of a placement date.

NOTE: To expedite the referral process, the contractor shall telephonically discuss with the CCM any referral considered to be unacceptable. If the CCM concurs that the contractor cannot accept the referral, the contractor will document the reason for denial of the referral in writing and forward this documentation to the CCM within 24 hours of the telephonic conversation.

a. Acceptance. The contractor shall e-mail (or fax) the acceptance letter to the CCM confirming the reporting date. If the reporting date differs from referral packet, the contractor must obtain concurrence from the CCM before notifying the referring agent of the acceptance.

1) Transferring from a BOP institution. The contractor will send the acceptance letter, subsistence collection agreements, and CCC rules and regulations to the offender in care of the Unit Manager as indicated in the referral packet.

2) Supervision case. The contractor will send the acceptance letter, subsistence collection agreements, and CCC rules and regulations directly to the offender with copies to USPO.

2. ADMISSION. The contractor shall develop an intake process. Immediately upon an offender's arrival, staff shall interview the offender to determine if there are non-medical reasons for housing the offender away from the facility's offender population. Staff shall conduct the interview in private away from other offenders. Staff shall evaluate both the general physical appearance and emotional condition of the offender and shall ask questions pertaining to both physical and mental health

conditions. It is particularly important for the intake staff to ask the resident about medication (do they have any prescribed medication from the institution, how much, and are they in compliance with taking meds) and confirm the answer with the medical referral form. The contractor is to ensure prescribed medication is controlled and distributed in accordance with the facilities written policy on an offender's prescribed medication. In addition, the interview shall inform the offender about the CCC rules and regulations such as a contact person regarding incidents of sexual abuse/assault, discipline, curfew, visiting.

When an offender is indigent, the contractor shall provide personal hygiene articles at no cost to the offender. Examples include, soap, deodorant, toothbrush, toothpaste or powder, comb, and toilet paper. If the contractor accepts women, the contractor shall also provide feminine hygiene products.

Upon arrival, the contractor shall issue each offender 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, at no cost to the offender.

In addition, staff shall review available documents, e.g., Judgement/Commitment Order from the sentencing Court, criminal records, presentence investigation reports, for any indication that an offender has a history of sexually aggressive, violent or escape behavior. The contractor shall report these behaviors to the CCM.

a. Notification. When an offender reports to the CCC for admission, the contractor shall immediately notify the CCM using e-mail, fax, or telephone. This includes arrivals during the evening hours, weekend, or holidays. The CCM may specify the means for immediate notification. The contractor shall also send written notification to the CCM within one calendar day. If the reporting offender is a supervision case, the contractor shall, in addition, notify the appropriate USPO. These notification procedures are in accordance with BOP Program Statement, Community Corrections Center Utilization and Transfer Procedures.

Should an offender not arrive within two hours of the designated time, the contractor shall immediately notify the CCM that the offender failed to report to the CCC. Accountability is paramount. Any committed offender who fails to report to a contract facility for admission shall be placed on escape status.

NOTE: The federal escape statute applies only to those who escape from the custody of the Attorney General or BOP. An offender housed at a CCC as a condition of

supervision is ordinarily deemed not to be in the custody of the Attorney General or the BOP. These offenders may be considered to have absconded rather than escaped. To prevent confusion, the contractor shall immediately report all offenders who fail to report to the CCC for admission to the CCM. Determination of escape or abscond status rests with the BOP.

b. Documentation. The contractor will process all required documents and return them to the CCM within one calendar day of the offender's arrival. The contractor will maintain copies of all processed documents in the offender's file.

1) Transfer Orders. For institution transfers, the contractor shall sign and return the Transfer Order (Return of Service) to the CCM within one calendar days of the offender's arrival.

2) Judgment/Commitment Order. The contractor shall execute the Order upon arrival of offenders placed in BOP custody as a condition of probation. Staff must execute the certified Orders, and return one to the CCM and one to the U.S. Marshal (USM) of the sentencing district.

3) Fingerprints. The contractor shall fingerprint all offenders. If the contractor does not have staff trained in fingerprinting procedures, arrangements may be made with a local law enforcement agency. In this case, staff shall accompany the offender when prints are taken. Staff may contact the CCM for assistance in arranging for fingerprints.

CCCs operated by state correctional or parole agencies shall forward fingerprint cards to the CCM. However, the CCM may authorize the agency to send the cards directly to the FBI.

a) For institution transfers (BOP cases), the contractor shall execute the Authorized Unescorted Commitment & Transfers Identification Card by fingerprinting the offender's thumb in the designated spot. The contractor shall forward the executed card to the CCM within one calendar day of the offender's arrival. It is critical that staff compare the new thumb print with the thumb print on the card to verify the identity of the offender. Identification is also done by comparing the offender with the photo on the card and questioning the offender about their name, date of birth, offense, and register number.

b) The contractor shall take one set of fingerprints for USPO cases immediately upon arrival. The set of prints on USPO offenders cases will be kept in the offender's file at the CCC.

4) Intake Screening Form. The contractor shall complete Attachment B, INITIAL INTAKE FORM, for each offender and place it in the offender's file.

5) Photograph. The contractor shall photograph each offender admitted to the center and retain the photograph in the offender's file and furnish the CCM a copy. The offender will be re-photographed if there is a significant change to his/her appearance during the CCC stay. This will provide for a recent, clear means of identification, which is especially useful in subsequent matters of investigation, discipline, or escape.

6) Conditions of Residential Community Programs. Each offender must sign the BOP form COMMUNITY BASED PROGRAM AGREEMENT. If an offender is transferred from a federal institution, this form should already be in the file, signed by the offender. If the form is absent from the file, the contractor shall have the offender sign the form and place it in the offender's file. This requirement is applicable to all offenders. The contractor shall forward a copy of the form to the CCM.

7) Medical Screening. USPO cases committed directly to the facility, shall receive a medical examination within five calendar days after arrival (institutional transfers are excluded). This examination is completed to identify any medical or mental health conditions the offender may be suffering and needs medical attention. Special emphasis should be given to chronic health conditions such as diabetes, hypertension, etc., infectious diseases such as TB, HIV, hepatitis, etc., and any mental health problems. However, if an offender is suspected of having an infectious or debilitating health problem during the CCC initial screening, the contractor shall arrange for an immediate medical examination within one calendar day after arrival.

The examination is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease. The contractor shall notify the CCM of those offenders with immediate mental or medical health needs and infectious disease. The results shall be documented and sent to the CCM with a copy to the offender's file.

NOTE: The complete health examination shall include relevant diagnostic procedures. All offenders should be tested for TB (PPD test and, if positive - a chest x-ray), and any other infectious/communicable diseases if clinically indicated.

CHAPTER 10 - Programs CCC

CCCs provide the terms and conditions to meet the statutory purposes of sentencing, including promoting respect for law, providing just punishment for the offense, achieving general deterrence, and protecting the public from further crimes by the defendant.

1. SECURITY AND ACCOUNTABILITY. The contractor shall provide written policy and procedures on offender accountability and security inspections.

The contractor shall have a comprehensive offender accountability program that ensures every offender is accounted for while in the facility or on home confinement. The contractor shall have a security inspection plan that provides a safe and secure environment for both staff and offenders. The expected results are that continuous offender accountability and safety are maintained through a system of reasonable and accurate controls. The contractor's program shall control the introduction of contraband; insure the facility's safety, security, and good order; prevent escapes; maintain sanitary standards; and eliminate fire and safety hazards.

The contractor shall be able to locate and verify the whereabouts of offenders at all times. Written procedures shall be established to guide staff in meeting this requirement. The contractor will contact the offender either telephonically or in-person at random times at work, home, or at authorized destinations to maintain accountability throughout the sign-out time(s). This should occur at a frequency that ensures accountability and should be commensurate with the accountability needs of each individual offender. **The contractor may request the CCM to approve fewer daily contacts if it is in the best interest of offender accountability and program objectives. The CCM has the authority to increase or decrease the number of required accountability checks.**

a. Sign-in/Sign-out. The contractor shall monitor offender movement into and out of the facility. The monitoring of offender movement, particularly during the evening and night hours, serves to protect offenders, staff, and the public.

The contractor shall authorize an offender to leave the facility through sign-out procedures only for an approved program activity such as seeking employment, working, counseling, visiting, or recreation (see Authorized Absences).

The contractor will identify and document all individuals entering or exiting the facility by using a sign-in/sign-out log.

In the event of an emergency evacuation, the contractor shall continue offender accountability as outlined in the contractor's emergency plans.

The contractor shall maintain, monitor, and control access to a visitor's sign-in/sign-out log. The log must provide information concerning the visitor's name, organization, times in/out, and purpose. The contractor may use an automated system to accomplish this requirement.

A log sheet shall be maintained in each offender's file to document movement. It shall contain: offender's full name, register number, type of offender, time-out, destination, purpose, authorized return time, time-in, a section for special comments, and certification by staff's initials for each entry. The intent is to provide a chronological record of the offender's movement.

The sign-in/sign-out sheet alone is invalid for overnight release or distances of more than 100 miles. In these circumstances, the contractor shall follow the requirements for passes or furloughs.

Offenders shall return to the facility from employment before signing out to participate in another approved program activity. However, the facility director may make an exception when travel time or distance is excessive, or when the offender is working unexpected overtime. These instances are on a case-by-case basis. The intent is to balance the offender's approved program objectives with the offender's requirement to return to the facility. Accountability is paramount. Ordinarily, an offender should not routinely sign-out for more than 12 consecutive hours daily without returning to the facility. Any unusual circumstances that may warrant this must be approved by the CCM.

Ordinarily, only pre-release offenders who are employed, involved in educational or vocational training programs, or considered medically unable to work may be absent from the center for social purposes. Other than for employment or programming, an offender must be in the center from 9:00 P.M. to 6:00 A.M., unless exceptions are made by the facility director on a case-by-case basis. The facility curfew shall always be 9:00 P.M., unless otherwise indicated by the CCM.

Recreational activities are ordinarily provided in the facility and may include television viewing, table games, and exercise equipment. However, if in-house recreation is not possible,

alternative recreation will be made available in the community at a specified location, with a written plan submitted to the CCM for approval. The alternate plan must list a specific location within a reasonable distance of the CCC that is not in an area that does not support the mission of the BOP. Offenders, including those in the community corrections component, may sign-out for up to one hour per day (excluding travel to and from) to the alternate recreation location. The sole purpose shall be for exercise or recreational activity.

b. Report of Incident. The contractor shall report immediately to the CCM, by telephone, all unusual or serious incidents. Serious incidents include, but are not limited to the following: escapes, "standard of conduct" violations, spill of hazardous materials, disturbances, gang activities, work-place violence, civil disturbances or protests, staff use of force, assaults on staff or offenders, fights, fires, suicide attempts, deaths, hunger strikes, natural disasters, adverse weather (e.g., hurricanes, floods, significant ice or snow storms, heat waves, tornadoes), injuries, any law enforcement visits, bomb threats, significant environmental problems that impact facility operations, transportation accidents, offender victim contacts, offender strip searches, adverse incidents that may result in significant publicity, any arrest and/or detainment of offenders by law enforcement authorities. Immediately following CCM notification, the contractor shall fax a report detailing the incident which includes, but is not limited to, the following:

- Type of incident, date and time;
- Person(s) involved (if offender, include register number);
- Notifications (who, date and time);
- Any media attention; and
- Brief summary of incident.

In addition, the contractor shall immediately notify the CCM when an offender shows evidence of suicidal tendencies, or unusual or dangerous behavior. If the contractor is in doubt, they shall contact the CCM.

2. SEARCHES AND CONTRABAND. The contractor shall have written policy and procedures for searches to control contraband and its disposition. The policy shall identify items which are considered contraband at the facility. This policy shall be made available to all staff and offenders.

The contractor shall conduct searches of the facility and personal belongings of offenders (including offenders' vehicles) as needed, but at least once per month. These facility searches

shall be documented in a log. The log will be made available to BOP upon request.

If any unknown substance resembling narcotics is found, the contractor shall use a Narcotic Identification Kit to determine the identity. The contractor shall maintain a supply of Narcotic Identification Kits (purchased commercially) to determine the identity of the unknown substances. Staff shall be proficient in using the Narcotic Identification Kit and shall ordinarily be responsible for testing unknown substances. The contractor shall maintain these commercially available kits at the facility to meet this requirement.

The contractor shall train staff on the proper techniques for offender pat, room, vehicle, and common area searches. This training shall be conducted within the first week that the employee is hired and annually thereafter.

When staff believe an offender is attempting to introduce contraband into the facility, they shall conduct a pat search of the offender. A strip search may be conducted only after the facility director has approved the search. If a strip search is necessary, two staff shall conduct the search. Staff shall be of the same gender as the offender. The contractor shall document the basis for and results of the strip search.

Staff shall conduct random pat searches of offenders as necessary. These searches need not be documented. However, they should be appropriate and conducted in accordance with the contractor's policy on searches.

3. PROGRAM COMPONENTS. The components are community corrections, pre-release, and home confinement. The contractor shall initially place all federal offenders in the community corrections component, unless directed otherwise by the Courts or the CCM.

The facility director may reassign offenders from the community corrections component to the pre-release component if they are successfully demonstrating responsibility, successfully programing and there is no pre-existing direction from the Court or CCM.

NOTE: Offenders are expected to be employed within 15 calendars days of arrival to the facility (unless disabled, ill, or aged). Obtaining employment is part of successful programing.

All offenders, regardless of component, will be provided the same general program resources, however, the privileges and supervision requirements will range from restrictive to least restrictive. The contractor shall have a thorough understanding of the components and subsequent requirements for each component assignment.

a. Community Corrections Component. The community corrections component is the most restrictive. Except for employment, program needs and community service ordered by the Court, an offender is restricted to the CCC.

Passes, furloughs or other absences from the facility require advance approval of the CCM. Recreational activities are ordinarily provided in the facility. However, if in-house recreation is not possible, then alternate recreation will be made available in the community through limited and clearly defined sign-out procedure.

Offenders normally remain in this component until they have demonstrated the responsibility necessary to function in the community. When an offender is appropriate for the pre-release component and if the offender is not directed to remain in the community corrections component by the Court or CCM, CCC staff shall reassign the offenders to the pre-release component.

b. Pre-Release Component. The pre-release component is designed to assist offenders making the transition from an institution to the community or as a program resource while under supervision. The contractor shall develop programs that increase privileges, such as volunteer community service. It is generally appropriate to require offenders to be employed before allowing them to be absent from the CCC for social purposes. Offenders in the pre-release component generally have more access to the community and family members through weekend and evening passes in accordance with the Authorized Absences section.

c. Home Confinement Component. The home confinement component is authorized by the CCM according to an offender's needs (see Home Confinement). The contractor shall make maximum use of this component by referring all eligible and appropriate candidates to the CCM for review. Eligible and appropriate candidates are defined in the current version of BOP Program Statement, Home Confinement.

Offenders in this program component are permitted to reside at home and be gainfully employed. The contractor shall conduct a monthly review (documenting the offender file) of the telephone bills of an offender in this component to ensure that no service

is in place that would circumvent the accountability program. The contractor shall indicate that the current telephone bill is appropriate when making the home confinement referral to the CCM.

Compliance with the conditions of home confinement may be monitored by electronic monitoring equipment approved by the CCM, or by regular telephone or in person contacts by contract staff. If electronic equipment is proposed, the contractor shall clearly indicate that the equipment is offered at no additional cost to the BOP and costs are not reflected in the cost of the contract.

4. AUTHORIZED ABSENCES. Authorized absences are an integral part of the facility's program. The intent is to reintegrate the offender into community life which includes strengthening of relationships with relatives, friends, and employers. The facility will emphasize increasing levels of individual responsibility. Offenders should be given gradual increased responsibility in the community, based on their ability to accept responsibility. During authorized absences, the contractor is still responsible for accountability of the resident. The contractor shall have written procedures for accountability of residents to include authorized absences for job searches, work, religious services, programming activities, social passes, furloughs, and placement on home confinement.

The offender's absence from the facility is to achieve specific programing objectives to include seeking employment, strengthening family ties, engaging in religious activities, education, recreation, and counseling. The contractor approves these program activities as long as the public interest is served.

If an offender's place of employment is more than 100 miles from the facility or travel time compromises the established curfew, the contractor shall consult with the CCM to make special arrangements for that offender. These request are considered on a case-by-case basis, and the CCM is authorized to modify the requirements to meet specific needs.

NOTE: Unless authorized by the CCM, the contractor shall not permit an offender in the community corrections component to leave the facility except for employment and other approved program activities, i.e., substance abuse treatment, seeking employment, meals served outside of the facility in accordance with the contract/agreement, participating in the facility recreation program, attending religious services.

a. Pass. A pass is used for overnight or weekend absence, ordinarily to the release residence. The requested pass location must be visited and approved by contractor staff prior to a pass being approved. Contractor staff should consult US Probation to ascertain if there are any known reasons to preclude the requested location as an approved pass site. Overnight or weekend absences are limited to the local community (up to a 100 mile radius).

For purposes of accountability, the contractor shall make and document random checks to determine compliance with the conditions of the pass. These checks may be made telephonically or in-person unless otherwise specified by the CCM. This should occur at least twice a day. The intent is to set a frequency that provides for appropriate offender accountability. The contractor may request the CCM to approve fewer daily contacts if it is in the best interest of offender accountability and program objectives. The CCM has the authority to increase or decrease the number of required accountability checks.

An overnight or weekend pass may be approved when an offender is successfully programming, i.e., the offender is meeting their program plan goals and has obtained gainful employment (employment may not be a factor for the disabled, ill, or aged). The offender's component assignment may preclude the offender from using an overnight or weekend pass. The facility director or assistant shall contact the CCM for direction when a pass approval is questionable.

The offender requests a pass by completing and signing the BOP form entitled PASS REQUEST AND APPROVAL. The facility director or assistant may approve these passes, unless otherwise specified by the CCM. Passes may be recommended only by a paid staff member and not a volunteer. The approval or denial is noted on this form, and it is retained in the offender's file.

The pass shall begin the last day of an offender's scheduled work week and extend for 2 days up to curfew. However, an extended pass may be approved for a long weekend when a legal holiday falls on the preceding Friday or the following Monday. More than one pass during a given week, not to include special religious passes, requires a furlough request and CCM approval.

b. Furlough. Only the CCM approves furloughs. The CCM ordinarily will not grant a furlough to an offender who is convicted of or has a history of a serious crime against another person, is not successfully programming in the facility and/or whose presence in the community could attract undue public

attention, create unusual concern, or depreciate the seriousness of the offense.

Except for home confinement, absences from the facility exceeding two consecutive overnight periods (except holidays) or 100 miles must be authorized by furlough. Offenders in the community corrections component are not ordinarily eligible for furloughs.

The furlough program is intended to help the offender attain correctional goals. A furlough is not a right but a privilege granted to an offender under prescribed conditions. It is not a reward for good behavior, nor is it a means to shorten a criminal sentence.

Furloughs may be recommended to achieve program goals and activities not ordinarily possible by sign-out or pass. The furlough usually ranges from three to five days in length but under special circumstances may be longer. A furlough shall 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.

a) Application. Before approving the furlough application, staff shall verify that a furlough is indicated. Staff will contact the family member or person being visited and determine if a furlough is warranted and if the offender is welcome in that home. This communication must be documented and placed in the file.

Prior to the offender's first furlough, the BOP form FURLOUGH QUESTIONNAIRE - SENTENCING DISTRICT shall be forwarded to the Chief USPO in the district of sentencing. The BOP form FURLOUGH QUESTIONNAIRE - OUT OF SENTENCING DISTRICT, will be forwarded to the Chief USPO in the district to be visited. This procedure need only be completed for the first furlough to that location. When the sentencing district and the receiving district are the same, the form QUESTIONNAIRE - SENTENCING DISTRICT shall be used.

NOTE: When an offender sentenced in the District of Columbia (DC) Superior Court desires to visit another judicial district, the contractor shall contact the CCM for direction.

If forms are not returned within two weeks, staff shall contact the appropriate USPO(s) to determine the status of the request. If the form(s) is/are not returned within one week after this contact, staff may proceed to process the application. If repeated furloughs to the same location are anticipated, a blanket USPO clearance may be utilized.

b) Approval. Furlough approval is made on the BOP form FURLOUGH APPLICATION - APPROVAL AND RECORD. Four copies (original plus three copies) of the furlough approval and record shall be completed and distributed, after the CCM's signature, as indicated on the bottom of the form.

A separate furlough application shall be executed for each furlough occurrence.

The contractor's recommendation with written justification shall be sent to the CCM for approval along with the BOP form FURLOUGH APPLICATION - APPROVAL AND RECORD and appropriate questionnaires.

CCMs will consider approval of furloughs only when they are recommended by the facility director (or acting). The offender must sign the form. The recommendation shall 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, random accountability checks, and notes regarding the offender's adjustment during the furlough period.

The per diem rate for offenders on furlough shall be one-half the regular per diem rate. The contractor will reserve a bed for offenders on furlough.

5. HOME CONFINEMENT. Home confinement is the least restrictive component. The offender is required to remain in the home during specified hours, between 9:00 PM and 6:00 AM, or as otherwise instructed. Home confinement is administered in accordance with the most recent version of Program Statement, Home Confinement. The contractor shall follow the referral instructions in the Home Confinement program statement. The information for offenders being referred to home confinement from a CCC includes the following:

- Offender name & register number;
- Release date, method;
- Recommended by, CCC address;
- Rationale for recommendation;
- Recommended range of home confinement, or date;

- If parole, list last U.S. Parole Commission action & date;
- Financial obligations;
- List detainers or pending charges;
- Specify release needs;
- Current case note; and
- Appropriate forms, i.e., CONDITIONS OF HOME CONFINEMENT; COMMUNITY BASED PROGRAM AGREEMENT; and HOME CONFINEMENT AND COMMUNITY CONTROL AGREEMENT.

The following conditions will apply concerning Home Confinement:

- Contractors are not required to provide meals, medical treatment, clothing or incidentals, laundry services, or other subsistence items to residents on Home Confinement.
- Contractors shall maintain documentation of all staff contacts with residents on Home Confinement.
- The contractor shall notify the CCM immediately of any misconduct or failure of a resident on Home Confinement to comply with Home Confinement Conditions.
- 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. (In the event one-half the per diem rate does not divide evenly, round the cents column, i.e., \$35.222=\$35.22 rounded down or \$42.537=\$42.54 rounded up.)
- 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.
- Home confinement days are calculated as a full inmate day for contract purposes (one home confinement day equals one inmate day). Only the per diem rate is one-half the regular per diem rate.

The CCM may require additional documentation from the contractor when making a home confinement determination. Only the CCM (or acting) may approve home confinement. A contractor shall recommend home confinement when it appears the offender will derive no further significant benefit from facility residency. Before home confinement is considered, the offender must develop an acceptable release plan that has been approved by the supervising USPO. The contractor shall forward a written

recommendation outlining the plan and appropriate BOP forms to the CCM for approval. The contractor shall not place an offender on home confinement until the offender has agreed to the conditions and signed the forms, and approval has been received from the CCM.

Compliance with the conditions of home confinement may be monitored by electronic monitoring equipment approved by the CCM, or by regular telephone or in-person contacts by staff.

6. RESOURCES. The contractor shall develop and utilize a network of community resources and services, including referrals to other federal, state and community agencies, to fulfill each offender's specific program needs. The contractor must be able to demonstrate this is a viable network that is routinely used to assist offenders. This is especially relevant when there are mental health concerns. The contractor shall maintain a current list of community resources (name, address and telephone number) and a description of the service each resource provides, and shall document their working relationship with the network components.

7. INDIVIDUAL ORIENTATION, PROGRAM PLANNING AND PROGRESS. The contractor shall have written policy and procedures on offender orientation and case management.

The contractor shall provide all programs, services, and opportunities without discrimination based on race, color, religion, sex, national origin, physical or mental disability, age, retaliation, or sexual orientation.

The facility director shall ensure that each offender receives an orientation about the facility rules and accountability requirements (see Escape Procedures). In addition, the orientation program shall provide the offender with an awareness of the following:

- Facility's program opportunities;
- Components and what they mean;
- Facility's disciplinary system;
- Universal precautions;
- Sexual abuse/assault intervention;
- Human Immunodeficiency Virus (HIV) and Hepatitis B & C prevention (e.g., risks regarding sexual behavior and drug abuse);
- Suicide prevention; and
- Medication requirements, to include over-the counter and prescribed medication and expectations of medication compliance.

The contractor shall establish an orientation checklist. Staff shall have the offender sign and date this document and shall place the original in the offender's file.

Orientation normally will last one week or until the offender has demonstrated to CCC staff an understanding of the programs.

NOTE: All offenders, unless otherwise indicated by the Courts or CCM, shall initially be placed in the community corrections component (includes both BOP and USPO cases).

During an offender's first two weeks at the CCC, the contractor shall complete an individualized program plan that addresses all of the offender's needs and includes a time table for achievement of these goals. Ordinarily the offender will only sign-out for employment or verifiable employment interviews while the program plan is being developed. If an offender is gainfully employed, the contractor will make the appropriate on-site checks during this time. The contractor will be responsible for completing offender relocation requests, addressing the Chief United States Probation Officer in the Judicial District where the offender wants to relocate. Relocation requirements should first be discussed with the CCM.

The contractor shall consult with the USPO when developing program plans for USPO cases. The program plan shall be signed by the contractor and offender, and when applicable, the supervising authority.

Institution transfers (BOP cases only) who are subject to the VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT (VCCLEA) notification provision should have been notified in writing of their status before leaving the BOP institution. In the event they were not notified, the following notification statement shall be written or typed in the plan:

Offender is subject to notification under 18 U.S.C. §4042(b), (Yes/No), due to the offenders (indicate whether):

- (1) conviction for a drug trafficking crime***
- (2) current conviction for a crime of violence***
- (3) past conviction for a crime of violence***

If an inmate disagrees, i.e., "Yes," they may use the Administrative Remedy procedure to contest the VCCLEA notification requirement.

The offender is to be provided with, and must sign for, a copy of the plan. If the offender refuses, staff witnessing the refusal shall place a signed statement to this effect with the plan. Staff shall sign and place a copy of the plan in the offender's file with a copy to the CCM.

The case manager and offender shall review and sign progress reviews at least every two weeks. This will be documented with case notes. The contractor has some discretion in creating standardized case notes that are unique to the facility. These notes shall at a minimum indicate the required information listed on Attachment C, CASE NOTES. The outcome of each review will be documented in the offender's file. Place the original signature copy in the offender's file. Case notes shall have substance and should clearly indicate an offender's progress or lack of it. The case notes must be used as the basis for the terminal report.

8. OFFENDER'S FINANCIAL RESPONSIBILITY. The Bureau expects each sentenced inmate to meet his or her legitimate financial obligations. To provide for the continuity of the Bureau's institution policy concerning the Inmate Financial Responsibility Program, the contractor shall establish a program to meet the following:

- All sentenced inmates with financial obligations will develop, with staff assistance, a financial plan to meet those obligations.
- Each financial plan will be monitored effectively to ensure satisfactory progress is being made.
- Appropriate consequences will be incurred for inmates who refuse to participate in the program or fail to comply with their financial plan.

The financial plan developed will include the following obligations, ordinarily in the order listed:

- (1) Special Assessments
- (2) Court-ordered restitution
- (3) Fines and court costs
- (4) State or local court obligations
- (5) Other federal government obligations

The contractor shall develop a working relationship or point-of contact (the Courts and United States Attorneys' offices) to assist residents in making payments and shall record the inmate's progress toward meeting those obligations. The contractor shall provide pertinent addresses to residents concerning payment of Court ordered financial obligations.

- Cost of Incarceration (COIF). The contractor shall contact the CCM for direction on all cases concerning COIF.

The contractor shall post the most recent version of the BOP program statement entitled Cost of Incarceration Fee (COIF) in the CCC for all offenders to read. The contractor shall comply with the requirements of COIF under the direction of the CCM.

- Subsistence. To promote financial responsibility the BOP requires offenders to make weekly subsistence payments to the contractor. The contractor shall collect 25 percent of each employed offender's gross income (calculated for a week) not to exceed the total dollar amount of the contract's daily per-diem rate totaled for one week.

For example, if an offender's gross pay is \$100 for one week, 25 percent would be \$25. Which seems to be a collectable subsistence amount. However, the contractor must consider the contract's per-diem rate totaled for the week to determine the dollar amount which can be collected as subsistence. In this example the contract's daily per-diem rate is \$3. Multiplying \$3 seven times (seven represents 7 days in one week) yields \$21 dollars. This is the dollar amount that can be collected as subsistence by the contractor. Even though \$25 is 25 percent of the offender's weekly gross pay, only \$21 can be collected because of the contract's per-diem rate.

Regardless of when an offender collects a pay check (weekly, bi-weekly, or monthly), subsistence payments may be made to coincide with their payday. The contractor shall document all exchanges of monies between offenders and staff.

The contractor shall round down all subsistence payments collected from offenders, to the nearest whole dollar amount.

Partial weeks of CCC residency are prorated.

For Example: If an offender earns \$8.50 an hour and works a forty-hour work week and earn a weekly gross salary of \$340, the offender normally owes 25 percent of \$340, or \$85 in subsistence for the week. However if the same offender only resides in the CCC for three days, then the offender must pay a portion of the \$85. In this case, the contractor divides 7 (representing a 7 day week) into \$85. Rounding down, the result is \$12 which is the offender's prorated daily amount. Since the contractor will collect for 3 days, the offender

owes \$36 (3 days X \$12 = \$36). That is if \$36 does not exceed the contract's per-diem rate totaled for the three days.

NOTE: Prorated amounts should only apply during the arrival and departure week. The week begins on Monday. Pass, furlough or home confinement does not release the offender from subsistence responsibilities. If the last weeks subsistence has been collected from an offender who is subsequently returned to custody as a program failure, that subsistence must be returned to him/her.

An offender who fails to pay subsistence payments is subject to disciplinary action, including termination from the program. Unless otherwise indicated by the Court, BOP or USPO, all USPO cases shall pay subsistence.

The contractor is responsible for collecting the full subsistence amount due. Contractors shall reduce the monthly billing to the BOP by the amount collected in subsistence and indicate this on the bill. Subsistence not collected or shown as a deduction from the billing by the contractor, may be deducted by the BOP from the monthly billing.

The contractor shall provide the offender with receipts for subsistence payments. The receipt shall indicate the amount collected, gross income, and time period covered. The contractor shall provide a collection record with every monthly bill. Copies of all pay stubs and collection receipts shall be kept in the offender's file.

Offenders who have other means of financial support, e.g., sale of property, Veteran's Administration (VA) benefits, worker's compensation, retirement income, or Social Security shall contribute an amount determined by the contractor and approved by the CCM. The amount should be approximately 25 percent of their determined weekly income.

In cases of extreme hardship, the contractor may request the CCM to waive or modify subsistence payments. This is on a case-by-case basis and will only be considered when the contractor supports a waiver. The contractor will consider the offender's debts, assets, employment status and spending history before submitting a written request to the CCM. The contractor must consider that subsistence is analogous to rent or a mortgage payment. The contractor shall consider that an ability to maintain residency is a fundamental social skill essential to the offender's future success in the community. The contractor shall also consider that the offender's future success in the community

is a basic program objective of CCC residency. Offenders are expected and should be able to meet this basic financial obligation while participating in the CCC program.

The contractor shall document:

- Wages and salaries,
- Number of hours worked,
- Savings and debts,
- Original plan to manage money and subsequent changes,
- Amount and type of deductions as indicated in the plan, and
- Amount of subsistence collected.

The contractor shall give an offender a receipt for any contractor collected funds. The contractor shall develop and use an offender subsistence agreement form which communicates the offender's obligation and responsibility to pay subsistence and other financial obligations outlined in the SOW.

NOTE: The CCM is authorized to modify the subsistence payment schedule and amount.

9. EMPLOYMENT. The contractor shall develop and provide an employment assistance program.

All offenders are expected to be employed 40 hours per week (or the equivalent) within 15 calendar days from completion of the facility orientation program (or be involved in other full-time equivalent positive pursuits such as furthering education, etc.). The contractor at all major use facilities (31 offenders or more) shall employ an EPS. The EPS shall provide offenders with employment assistance in accordance with, but not limited to the following:

- Job/placement develop resources both in the CCC and in the community;
- Employment information assistance using computer-based technology and resources which include career assistance software and on-line resources, i.e., Internet, such as America's Job Bank (Note: The EPS shall have direct access to the Internet to meet this requirement.) Offenders using the Internet while at the CCC, must be supervised by staff. Offender Internet use outside the facility requires CCM approval.
- Portfolio development, resume writing, proper dress and interview techniques training;

- Individual and group counseling, case management, and post-release follow-up relative to employment within the community, to include the area where the offender plans to live following release;
- Employment job fairs either on-site or in partnership with other organizations such as community colleges; and
- To maximize job retention, every effort should be made to match an offender's skill levels to an actual job placement. For example, an experienced heavy equipment operator may not be appropriately employed as a short order cook at minimum wage.

The EPS is encouraged to communicate with the BOP Inmate Placement Administrator, post contract award, to obtain pertinent and developing information in this area. The EPS may obtain the contact number to follow-up on this recommendation.

The contractor shall develop a system of accountability for offenders while they are seeking employment. Indigent offenders should be provided with transportation or public transportation vouchers and a nominal amount of money or a pre-paid telephone calling card so they have the ability to contact the CCC in the event of an emergency while seeking employment.

If a 40 hour employment (or equivalent) is not obtained in the 15 calendar days after completion of the orientation program, the contractor shall fax the CCM with a biweekly status report of the efforts to assist the offender in obtaining employment and maintain a copy in the offender file.

Any proposed employment plan that is less than 40 hours (or equivalent) requires the approval of the CCM and must be fully documented. An example of employment less than 40 hours (or equivalent) is when an offender is unable to obtain full-time employment or the offender's employment is supplemented by volunteering in the community. The contractor shall require the offender to provide an itinerary and a point of contact for each job search appointment away from the facility.

The contractor shall maintain a log which indicates the offender's name, register number, date of arrival, and date of employment. If non-employment has been approved by the CCM, the log shall indicate this status in the date of the employment column. The log shall document efforts to assist residents find employment.

a. Approval and Verification. Each offender's employment requires the contractor's written approval. The contractor will

ensure thorough documentation that the offender's employer is aware of the offender's legal status prior to the first workday. When written correspondence is utilized, it shall be delivered by the contractor or via U.S. mail, not hand delivered by the offender. Any changes in an offender's employment shall require advance approval by the contractor.

For each job an offender acquires, the contractor shall verify employment by a random, on-site visit during the first seven calendar days, and document the visit in case notes to include date and the title of the person contacted. The contractor shall request the employer to notify the contractor if the offender does not report to work as scheduled, is terminated or quits. A telephone number and contact person at the CCC shall be provided to the employer to report such incidents. Thereafter, at least monthly, the offender's employment supervisor shall be contacted by phone or site visits to substantiate attendance and discuss any problems which may have arisen. The contractor shall complete additional contacts as necessary. All contacts concerning an offender's employment shall be documented in the case notes. The CCM may modify this requirement.

All offenders (BOP and USPO cases) are subject to these requirements. The contractor shall report any deviation to the CCM. Any modifications of these requirements for USPO cases, may be approved by the CCC director or assistant with USPO concurrence. Documentation will be maintained in the offender file.

b. Restriction. Restriction from work shall not be used as a disciplinary sanction. Informal resolution shall not impede or control an offender's ability to work.

c. Electronic technology. With the use of beepers, cellular phones and computer equipment in the work place, there is a need to monitor the legitimate use of this equipment. When CCC staff believe it is essential for an offender to maintain a beeper, PDA, cellular telephone or computer equipment (with Internet access) in the performance of his or her work or while the offender is off the job-site, i.e., at the CCC to include inside the offender's vehicle, the following procedures shall be followed: (A pager, cell phone, caller ID, or other type of electronic equipment shall not be used for accountability purposes.)

- The offender will make a written request to the facility director stating the specific need and use for the electronic communication equipment. The facility director will verify the legitimate need and forward the request for approval to the CCM.

A copy of the request indicating approval or disapproval will be returned to the facility director. The contractor shall document this action in the offender's file. This approval authority may be delegated by the CCM to the facility director.

- For USPO cases, the facility director will make the request to the USPO. 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 offender's file. This approval authority may be delegated by the USPO to the facility director (or acting).

10. RESIDENCE DEVELOPMENT. The contractor will assist offenders in locating suitable housing. In the case when an offender will be released from the facility and continue some type of USPO supervision, the contractor will verify the proposed address and forward written comments regarding its suitability to the USPO for approval within 30 days of the offenders anticipated release.

11. DRUG AND ALCOHOL SURVEILLANCE PROGRAM. The contractor must establish a surveillance program to deter and to detect the illegal introduction of drugs and alcohol in its facility. This surveillance program shall be in accordance with current BOP Program Statements, Urine Surveillance and Testing Program and Alcohol Surveillance and Testing Program.

a. Drug Abuse Treatment. Offenders who have participated in institution residential drug abuse treatment are required to participated in Transitional Drug Abuse Treatment (TDAT). An inmate with a documented drug abuse problem who did not participate in RDAP may also be required to participate in TDAT.

The Regional Transitional Drug Abuse Treatment Coordinator will determine which offenders shall participate in drug abuse treatment and the frequency of such services. Drug abuse treatment will be provided by contract drug abuse contractors identified by the T-DATC. The T-DATC provides oversight to contract drug abuse treatment contractors.

The CCC will be notified of an offenders participation in TDAT by the T-DATC via a TDAT Authorization. The TDAT Authorization will contain the contract drug abuse contractor's name, address and telephone number. The CCC staff have an obligation to ensure the offender contacts the agency within 10 working days of arriving at the CCC or withing 10 days of receipt of receiving the TDAT Authorization to schedule an appointment. The CCC shall work with the contract drug abuse treatment agency to ensure offenders are attending all subsequent appointments. The CCC staff is encouraged to develop a partnership with the drug

abuse treatment contractor in order to ensure inmate accountability and public safety are maintained. This may be accomplished through on-site visits, regular scheduled meetings, telephone contact or inviting the treatment provider to participate on the Community Relation Board.

b. Urine Surveillance.

1) Frequency. The contractor shall randomly test at least 5 percent of all the BOP cases monthly. (With a minimum of one test.)

In addition, offenders with a condition of drug aftercare, known to have a history of drug abuse, or who are suspected of illegal drug use shall be tested four times a month. Testing in greater numbers requires the approval of the CCM.

Note: USPO cases are not included in this requirement. However, if the contractor believes a USPO offender is abusing drugs, the contractor shall refer the suspected offender to the USPO for testing and/or administrative action. The contractor shall only test BOP cases, unless otherwise indicated by the CCM.

2) Lab. The contractor will use a laboratory which meets the requirements of 42 CFR Part 493, entitled Laboratory Requirements to engage in urine drug testing for federal offenders. The contractor shall maintain certification documents and evidence that the lab meets all specifications in Attachment D for inspection by the BOP.

The urinalysis lab shall detect and identify drugs and/or metabolites by basic screen at the minimal levels shown in Attachment D.

A positive written report from the lab for any of the drugs listed in Attachment D indicates that the particular drug has been identified by an initial screening test and then confirmed by a different laboratory procedure.

If a lab detects and identifies other drugs or substances during the initial screening, the contractor shall take appropriate action. The contractor may then decide whether to request confirmation.

Retesting at the offender's request is not permitted.

Urinalysis costs are the responsibility of the contractor. The USPO may use the contractors urinalysis program established for

the BOP; however, costs of urinalysis for USPO cases are the responsibility of the USPO. The contractor shall maintain proof (copies of paid invoices, canceled checks, lab reports) to verify services have been rendered.

3) Testing. All urine testing shall be conducted on a "surprise," unscheduled basis in accordance with Attachment D. To eliminate the possibility of a diluted or adulterated sample, staff shall keep the offender under direct supervision following a request for a sample. If the offender is unable to provide the sample, staff shall continue the direct supervision for a two-hour period following the request for the sample.

Staff of the same sex as the offender tested shall directly supervise the giving of the urine sample. If an offender is unwilling to provide a urine sample within two hours of a request, staff shall file an incident report. No waiting period or extra time need be allowed for an offender who directly and specifically refuses to provide a urine sample. To eliminate the possibility of diluted or adulterated samples, staff shall keep the offender under direct visual supervision during this two-hour period, or until a complete sample is furnished. To assist the offender in giving the sample, staff shall offer the offender eight ounces of water at the beginning of the two-hour time period. An offender is presumed to be unwilling if the offender fails to provide a urine sample within the allotted time period. An offender may rebut this presumption during the disciplinary process.

As soon as the sample has been collected, the staff 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 chain-of-custody procedure 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 or offenders may be involved in the handling of supplies or the collecting, recording, mailing, or processing of test results under any circumstances.

4) 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 D must be observed. In addition, waiting periods also apply to offenders who initially arrive at the facility.

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 on the day received. Positive test results without justification shall be the basis for a formal disciplinary report.

All urine testing shall be recorded on a log entitled Urine Sampling Program and maintained in the facility at all times. The log shall indicate those offenders subjected to the test, the staff performing the test, the date and time the test was administered, the test results, type of test and a column to indicate if the offender refused to cooperate. In addition, the contractor shall submit a completed BOP form URINE SAMPLING PROGRAM (CCC'S) with each monthly bill. This form reports information for each month.

c. Alcohol Testing. Offenders shall be tested every time they return to the facility. Costs for alcohol testing are the responsibility of the contractor.

The contractor shall maintain a log documenting offenders tested, the staff performing the test, the date and time the test was administered, the test results, type of test and a column to indicate if the offender refused to cooperate.

A reliable testing instrument such as the one used by the BOP (Alco-Sensor Model II, III or IV), or comparable instrument or device, shall be used for testing. Calibration checks shall be performed on the Alco-Sensor at least monthly according to procedures outlined by the manufacturer. These checks shall be documented in the test log.

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, .02 or higher (Alco Sensor Models), a second confirmation test must be completed 15 minutes later. If confirmation is received, an incident report shall be prepared charging the offender with using intoxicants.

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

12. MENTAL HEALTH. The contractor shall develop and utilize a network of and points-of-contact with mental health resources and services, including referrals to other federal, state, and community agencies, to ensure basic mental health treatment for offenders with mental health needs. The contractor shall document the community mental health resources. Cost for mental health treatment is the responsibility of the offender unless the

offender has no insurance or is unable to pay. In these instances, the BOP will pay with advance approval from the CCM or when emergency treatment is required.

The contractor shall provide space to accommodate outside clinical/mental health professionals that will provide specialized treatment and programming related services for inmates with a diagnosis of mental illness. Further, the contractor shall coordinate with the clinical/mental health treatment provider to ensure that the treatment provider is included in all aspects of programming for inmates with mental illness.

13. PARENTING/FAMILY. Many offenders are parents or will become parents. Successful completion of any treatment or rehabilitation program must acknowledge this and address parenting. The contractor shall provide a program geared toward the enhancement of parenting skills, with special emphasis placed on those in a primary care giver role. This program shall provide essential information regarding child development, the effects of separation on children, discipline, planning activities and playing with children, interacting with foster parents, school systems and childcare, marriage enrichment and spiritual development. The program should serve as a forum for offenders to discuss problems and receive support. Individual and family counseling shall be made available to all residents, as needed.

14. SPECIALIZED FEMALE PROGRAM. Many women offenders are in need of specialized recovery programs from addictions (to include chemicals, alcohol and food) and negative relationships. The contractor shall provide a program for women offenders that addresses the recovery process and aftercare programs through group and individual services provided in-house or through community resources. The program shall facilitate the recovery process by addressing the following:

A. **ABUSE:** A substantial proportion of women offenders have a history of abuse which includes sexual, emotional and physical abuse imposed by parents, friends, spouses or significant others. A safe, healthy, non-judgmental environment must be provided by caring, supportive staff. Staff shall be sensitive to and trained in dealing with issues of abuse. Counseling staff shall incorporate abuse issues into the offender's individual counseling sessions. Providers are encouraged to arrange for participation in community support groups to assist residents in dealing with abuse issues as well as to provide important aftercare resources. Therapy groups shall be structured to deal with

abuse issues. A state licensed psychologist or psychiatrist shall be available for therapy as needed.

- B. **VOCATIONAL:** The contractor shall assist women in planning their time outside the facility. Rigid expectations for immediate employment may not be realistic in all cases and may lead to program failures. Other forms of community involvement may be more helpful and realistic at this point such as a high school equivalency program, a remedial reading program, or a position as a volunteer at a community agency. To meet these goals, the contractor shall have a vocational counselor dedicated to the resident and vocational services required and/or available (however, this may be a collateral duty for an EPS or case manager). At least one individual vocational session shall be provided per week to discuss vocational plans and assess progress. Each woman shall be required to make weekly schedules and adhere to them. The Vocational Counselor shall approve and monitor these schedules. The Vocational Counselor shall assist each woman in developing a monthly budget and monitoring its progress. A post treatment budget will also be prepared.
- C. **COUNSELING:** In order for women to make necessary behavior changes which foster a positive transition to society, the issue of criminality must be addressed. Criminal lifestyles are supported by particular thought processes and behavior patterns when certain environmental factors present themselves to the developing personality over a period of years. The subject of criminality is best dealt with in a group setting. Educational material shall be presented and discussed and the group should examine individual behavior when it exemplifies criminal thinking and behavior. Recovery from a criminal lifestyle requires years of ongoing efforts. The first step in a recovery process is an awareness and recognition of the problem.

15. LIFE SKILLS TRAINING. Many offenders lack the necessary day-to-day life skills to make a successful reentry as a productive member of society. In order to assist offenders obtain these skills, the contractor will provide programs totaling a minimum of 12 hours which will teach a person ways to enhance his/her lifestyles. Although participation is mandatory for all offenders for at least 30 days, programs may be tailored for individual needs. Individual exemptions from this requirement may be made to the CCM for approval. Exemption requests will clearly outline the reason for the exemption listing the offenders applicable historic data such as education and work experience.

The contractor will include at least the following in the program:

- Abuse
- Vocational
- Job Readiness
- Money Management
- Wellness

16. CULTURAL DIVERSITY PROGRAMS. The offender population is made up of a diverse population to include various races, religions and cultural backgrounds. In order to promote cultural understanding and acceptance, the contractor shall provide educational and special programs to address cultural differences. Such programs will be developed in accordance with the cultural diversity of the offender population in the facility.

17. SPECIAL SUPERVISION CONDITIONS. Courts or the Parole Commission may require offenders 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, alcohol treatment, community service obligation. The contractor will confer with the USPO and CCM on policy and procedures for implementation of all special supervision conditions.

In the case of special conditions, 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.

18. DRIVING. The CCM approves driving privileges for a BOP offender. This approval authority may be delegated by the CCM to the facility director. The USPO approves USPO offenders to drive unless otherwise specified by the USPO.

Ordinarily, offenders may operate motor vehicles for employment purposes and when public transportation is unavailable and the appropriate approval is documented in the offender's file. Offenders approved for driving must adhere to state and local motor vehicle regulations, and must always operate the vehicle safely. The offender's file, both BOP and USPO, shall contain all supporting documentation used to determine if the offender is appropriate to drive.

If the CCM is approving driving privileges, the contractor shall submit all relevant information on the BOP form entitled AUTHORIZATION TO OPERATE A MOTOR VEHICLE to the CCM.

If the facility director is approving driving privileges, the contractor shall document all relevant information on the BOP form entitled AUTHORIZATION TO OPERATE A MOTOR VEHICLE in the offender's file.

The offender must adhere to the following conditions:

- The offender must provide proof of valid insurance, (at least liability or the minimum state requirement), a driver's license, vehicle licensing and registration to the contractor. The contractor shall maintain copies of these documents in the offender's file 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 offender's file.
- If the vehicle to be used is the property of a person other than the offender, 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.
- The contractor shall maintain the license number and a description of the vehicle on file along with copies of the above referenced documentation.

The contractor shall document the approval in the offender's file.

19. MARRIAGE. The contractor shall refer a BOP offender's request for marriage to the CCM, with the contractor's recommendations. Marriage requests for offenders under supervision shall be forwarded to the USPO.

20. VISITING. An area of the facility shall be available for visiting. The visiting area should afford a reasonable amount of privacy as well as provide for adequate staff supervision.

21. RELIGIOUS ACTIVITIES. All offenders shall have access to religious services. In meeting special needs, CCC staff must exercise flexibility and utilize existing community resources. To the extent possible, offenders should be able to continue religious practices as exercised prior to confinement. Each request for religious activities shall be handled on a case-by-case basis, and the CCM shall be contacted for guidance when there are unusual requests or concerns.

To the extent possible, offenders participating in the institution Life Connections Program shall be allowed to attend the religious program and sanctuary with whom they were matched

while in the institution. In those instances where this is not possible, the contractor must consult the CCM for guidance. Additionally, offenders who abuse the privilege must be reported to the CCM. The contractor will support the Life Connections Program and will maintain and report statistics concerning offender activities in the program as requested by the Bureau.

The contractor shall have a system of accountability for offenders participating in religious activities.

CHAPTER 11 - Discipline

So that offenders may live in a safe and orderly environment, it is necessary for the contractor to impose discipline on those offenders whose behavior is not in compliance with the rules.

The contractor shall provide written policy and procedures for offender discipline. The contractor shall establish facility rules of conduct and sanctions, and procedures for violations of the rules of conduct, to include informal resolution. The contractor shall submit to the BOP all minor rules and sanctions, which the contractor has created, for approval.

The contractor shall use the prohibited acts in Attachment E and may add other approved minor rules as necessary for the safe and secure operation of the facility. If additional minor rules are added by the contractor, the contractor shall associate available sanction(s) to impose for the violation of each added rule. When determining a sanction, the contractor shall ensure the sanction is commensurate and appropriate to the violation.

The rules of conduct and sanctions shall be defined in writing and communicated to all offenders and staff. The contractor shall carry out disciplinary procedures within appropriate time limits, promptly and with respect for the offenders.

There is a wide range of sanctions a contractor may impose or recommend for violations of facility rules of conduct. The majority of these are minor in nature and an informal resolution, e.g., reprimand, loss of television or other privileges, may resolve the issue. The contractor is encouraged to resolve all incidents at the lowest level which corrects the offender's misconduct and utilize progressive discipline as appropriate. Care must be taken that the recommendation of the sanction disciplinary transfer is not used inappropriately. However, regional variances may occur, therefore, the contractor needs to ensure they are familiar with and follow the Regional Management Team's instructions for the application of discipline.

The disciplinary requirements in this SOW apply to BOP offenders. USPO offenders participating in the CCC must adhere to the facility rules of conduct. If a USPO offender commits an offense which warrants disciplinary sanction the contractor shall contact the USPO for guidance.

1. GENERAL. The contractor shall take disciplinary action at such times and to the degree necessary to regulate an offender's behavior within BOP's prohibited acts and rules of conduct to promote a safe and orderly facility environment. The contractor

shall control offender behavior in a completely impartial and consistent manner. Disciplinary action may not be capricious or retaliatory. The contractor may not impose or allow imposition of corporal punishment of any kind.

a. The contractor shall use the following BOP discipline forms (provided by the CCM):

- CENTER DISCIPLINE COMMITTEE (CDC) REPORT (CCC'S) is used by the CDC to summarize the action taken by the CDC.

- DUTIES OF STAFF REPRESENTATIVES (CCC'S) is used to outline the responsibilities of an employee who is available to assist the offender if the offender desires by speaking to witnesses and by presenting favorable evidence to the CDC on the merits of the charge(s) or in extenuation or mitigation of the charge(s).

- INCIDENT REPORT (CCC'S) is used to document the offender's misconduct (summary of the offense committed and prohibited act code). The document must be legible.

- INMATE RIGHTS AT CENTER DISCIPLINE COMMITTEE HEARING is used to notify the offender of their rights before the CDC and allows the offender to waive the 24-hour notice prior to appearing before the CDC.

- NOTICE OF CENTER DISCIPLINE COMMITTEE HEARING (CCC'S) is used to notify the offender of date and time of the CDC.

- WAIVER OF APPEARANCE (CCC'S) is used to notify the offender of their right to appear before the CDC and allows the offender to waive their appearance before the CDC.

b. Categories. There are four categories of prohibited acts (see Attachment E) - Greatest (100 level), High (200 level), Moderate (300 level), and Low Moderate (400 level). Specific sanctions are authorized for each category. Imposition of a sanction requires that the offender first is found to have committed a prohibited act. The following guideline indicates the available sanctions to impose if an offender is found to have committed a prohibited act:

- 1) Greatest Category Offenses (100 level codes). The CDC shall refer all 100 level codes to the DHO. The contractor shall immediately notify the CCM of all 100 level code violations.

- 2) High Category Offenses (200 level codes). The CDC may impose and execute one or more of sanctions G through M, except for a VCCLEA offender rated as violent or for a PRISON LITIGATION

REFORM ACT (PLRA) offender. All high category offense charges for a VCCLEA offender rated as violent and for a PLRA offender must be referred to the DHO.

3) Moderate Category Offenses (300 level codes). The CDC may impose one or more sanctions G through N, but may suspend any sanction or sanctions imposed. The CDC ordinarily shall refer to the DHO a moderate category charge for a VCCLEA offender rated as violent or for a PLRA offender if the offender had been found to have committed a moderate category offense during the offender's current anniversary year. Current anniversary year means the twelve month period of time for which an offender may be eligible to earn good conduct time. The CDC shall consult with the CCM for specific information. The CDC must thoroughly document in writing the reasons why the charge for such an offender was not referred to the DHO.

4) Low Moderate Category Offenses (400 level codes). The CDC may impose one or more sanctions G through P, but may suspend any sanction or sanctions imposed. The CDC ordinarily shall refer to the DHO a low moderate category charge for a VCCLEA offender rated as violent or for a PLRA offender if the offender had been found to have committed two low moderate category offense during the offender's current anniversary year. Current anniversary year means the twelve month period of time for which an offender may be eligible to earn good conduct time. The CDC shall consult with the CCM for specific information. The CDC must thoroughly document in writing the reasons why the charge for such an offender was not referred to the DHO.

c. Aiding. Aiding another person to commit any of these offenses, attempting to commit any of these offenses, and making plans to commit any of these offenses, in all categories of severity, shall be considered the same as a commission of the offense itself. In these cases, the letter "A" is combined with the offense code. For example, planning an escape would be considered as Escape and coded 102A. Likewise, attempting the adulteration of any food or drink would be coded 209A.

d. Suspensions of Any Sanction. Suspensions of any sanction cannot exceed six months. Revocation and execution of a suspended sanction require that the offender first is found to have committed any subsequent prohibited act. The CDC may execute, suspend, or revoke and execute suspensions of sanctions G through P. Revocations and execution of suspensions may be made only at the level which originally imposed the sanction.

2. PROCEDURES UPON ADMISSION TO CCC. The contractor shall develop and have a pamphlet, i.e., summary of the disciplinary

system to include BOP prohibited acts and contractor's rules of conduct, to give to offenders when they first arrive at the CCC. This shall be given to each offender as part of the orientation program. A signed receipt is to be obtained from each offender acknowledging that a copy of the pamphlet was received and is to be placed in the offender's file.

The contractor shall to the extent reasonably available, have a qualified staff member or translator to help offenders who have a language or literacy problem obtain an understanding of the BOP rules on discipline. When a significant portion of the offender population speaks a language other than English, the pamphlet is to be made available in that language. The contractor shall post copies of the rules at a prominent location, accessible to all offenders.

3. TYPES OF DISCIPLINARY ACTION.

a. Informal Resolution. The contractor may resolve misconduct through an informal resolution process. Informal resolution of misconduct is preferred and shall always be considered before taking formal disciplinary action. The contractor can only informally resolve 300 and 400 level codes.

The contractor shall expunge the incident report if informal resolution is accomplished from the offender's file.

A record of any informal resolution in the 300 or 400 level codes (whether between the offender and the writer of the report, the offender and the CDC) is to be maintained by the facility director for twelve months. The record is to reflect the offender's name, register number, subject of the informal resolution, and the agreed upon disposition. This procedure should enable the facility director, and others as necessary, to monitor the informal resolution process.

NOTE: Staff may suspend disciplinary proceedings for a period not to exceed two calendar weeks while informal resolution is undertaken and accomplished. If informal resolution is unsuccessful, staff may reinstate disciplinary proceedings at the same stage at which they were suspended. The time requirements then begin running again, at the same point at which they were suspended.

b. Formal Hearings Before the CDC. The contractor shall have the CDC hear all 200 level code violations. A prohibited act in the 100 level codes requires the CDC to convene and refer it to the DHO. The CDC shall also refer a prohibited act in the 200,

300 and 400 level codes when the prohibited act has been committed by a VCCLEA offender rated as violent or by a PLRA offender as outlined in this chapter. The CDC shall make a disposition on all 200 level codes, except VCCLEA offenders rated as violent or by a PLRA offender, and all 300 and 400 level codes not informally resolved or required to be referred to the DHO due to VCCLEA and PLRA status. The CDC cannot impose sanctions A through F in Attachment E.

When a referral is made to the DHO, the CDC will recommend one or more of the sanctions commensurate to the prohibited acts outlined in Attachment E. Only those sanctions can be recommended.

4. BOP INCIDENT REPORT (CCC'S). Staff shall produce an incident report on all major violations that are not subject to informal resolution. The BOP encourages informal resolution (requiring consent of both parties) of incidents involving violations of regulations. However, when staff have a reasonable belief that a violation of regulations has been committed by an offender, and when staff considers an informal resolution of the incident inappropriate or unsuccessful, staff shall prepare an incident report. Reporting staff will complete Part I of the incident report.

Note: When a volunteer observes a violation, that person will submit a written description of the incident and a staff member shall complete the BOP incident report. In addition, staff may complete an incident report from information on a police report. The charge may be translated into terms of the prohibited acts. A telephone report from an approved laboratory of a positive urinalysis is sufficient evidence to write a report; however, documentary confirmation must be obtained before the formal hearing.

The entire language of the prohibited act(s) does not have to be copied. Only the relevant portion need be used. For example, "destroying government property, code no. 218" "possessing narcotics, code no. 113" would be acceptable listings for appropriate charges.

The description of the incident should contain the details of the activity which is being reported. All facts about the incident which are known by the employee and which are not confidential should be recorded. If there is anything unusual about the offender's behavior, this would be noted. The reporting employee should also list those persons (staff, offenders, others) present

at the scene, and the disposition of any physical evidenced (weapons, property, etc.) which the employee may have personally handled. The report is also to reflect any immediate action taken during the incident, including the notification of law enforcement. The reporting employee shall sign the report and indicate his or her title in the appropriate blocks. The date and time of the report being signed should be entered. The incident report should then be forwarded to the appropriate investigating officer for disposition.

Staff shall give each offender charged with violating a BOP prohibited act a written copy of the charge(s) against the offender, ordinarily within 24 hours of the time staff became aware of the offender's involvement in the incident. This is accomplished by providing the offender a copy of PART I of the incident report. The staff member shall note the date and time the offender received a copy of the incident report.

5. SPECIAL REPORT WRITING INSTRUCTIONS. Because of national data collection requirements, the contractor shall obtain guidance when one of the following violations occur:

- Code 100 - Killing
- Code 101 - Assaulting any Person (Serious)...
- Code 107 - Taking Hostages
- Code 203 - Threatening Another with Bodily Harm...
- Code 205 - Engaging in Sexual Acts
- Code 206 - Making Sexual Proposals or Threats to Another
- Code 224 - Assaulting any Person (Less Serious)..

6. INVESTIGATION. Staff shall conduct the investigation promptly unless circumstances beyond the control of the investigating officer intervene. The facility director shall appoint an investigating officer ordinarily within 24 hours of the time the violation is reported. Staff writing the report may not investigate the report. The investigation is initiated and ordinarily completed within 24 hours of this appointment. If the investigation cannot be completed in three days, the contractor shall document the reasons and notify the CCM.

a. BOP Forms. The investigating officer shall give the following forms to the offender for signature. The investigating officer is responsible for attaching these completed forms to the incident report and providing the offender with copies.

- INMATE RIGHTS AT CENTER DISCIPLINE COMMITTEE HEARING
- NOTICE OF CENTER DISCIPLINE COMMITTEE HEARING (CCC'S)
- WAIVER OF APPEARANCE (CCC'S)
- DUTIES OF STAFF REPRESENTATIVES (CCC'S)

The investigator shall advise the offender of the right to remain silent at all stages of the disciplinary process but that the offender's silence may be used to draw an adverse inference against the offender at any stage of the disciplinary process. The investigator shall also inform the offender that the offender's silence alone may not be used to support a finding that the offender had committed a prohibited act. The investigator shall read the charge(s) to the offender and ask for the offender's statement concerning the incident unless it appears likely that the incident may be the subject of criminal prosecution. Note: the investigating officer may informally resolve all 300 and 400 level codes.

b. Outside Investigations. When it appears likely that the incident is subject to criminal prosecution, the investigating officer shall suspend the investigation and notify the CCM for guidance. Staff may not question the offender until the Federal Bureau of Investigation or other investigative agency interviews have been completed or until the agency responsible for the criminal investigation advises that staff questioning may occur.

c. Investigation By The Contractor. The investigating officer shall thoroughly investigate the incident and shall record all steps and actions taken on PART III of the incident report. Once completed, PART III shall be forwarded with all relevant material to the CDC. The offender does not receive a copy of PART III.

When the offender did not receive a copy of the incident report at the beginning of the investigation, the reason(s) for this should be stated in the investigative portion of the incident report. Document the fact that the offender has been advised of the right to remain silent in the investigative portion of the incident report. Comments about the offender's attitude may be included with the offender's statement on the charge(s).

To the extent practicable, the offender's statements offering a rationale for his or her conduct or for the charges against him or her should be investigated.

The investigating officer should talk to those persons with direct and relevant information, and summarize their statements. The disposition of evidence should be recorded. Often, the investigating officer will want to talk to the reporting employee to obtain a report firsthand and to clarify any question(s) the investigating officer may have. Under comments and conclusions, the investigating officer may include their:

- Comments on the offender's prior record and behavior,
- Analysis of any conflict between witnesses, and

- Conclusions of what in fact happened.

1) Confidential Informant. When a discipline decision will be based on confidential informant information, the contractor shall seek the guidance of the CCM for appropriate use and documentation.

7. STAFF REPRESENTATION. The offender may request a staff representative. The contractor shall ensure that the offender has a staff representative if requested by the offender. The offender may not use an attorney as a representative. The staff representative may review the investigation to ensure the offender's rights have not been violated. However, the staff representative is advised the offender may not get a copy of the investigation or may not have knowledge of sensitive information. The staff representative shall be available to assist the offender if the offender desires by speaking to witnesses and by presenting favorable evidence to the CDC on the merits of the charge(s) or in extenuation or mitigation of the charge(s). The CDC shall arrange for the presence of the staff representative selected by the offender.

8. WITNESSES. The offender or their representative may request witnesses from inside or outside the CCC, where their presence at the hearing would not pose a serious threat to the security of the witness or the CCC. The investigating officer will notify the requested witnesses of the formal hearing. 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.

9. FORMAL HEARING. If an incident cannot be resolved informally, and the offender is a BOP case, the contractor shall proceed with a formal CDC hearing.

If the offender is being held locally (within a 50 mile radius), the CDC will make arrangements for an in-person hearing, unless the offender waives the in-person hearing. If circumstances do not allow for in-person hearing, e.g., permission cannot be obtained by the holding official or the offender is on escape status, the CDC will conduct the hearing in absentia and notify the CCM. Remote hearings shall not diminish the offenders rights at CDC.

The contractor shall delegate to one or more staff members the authority and duty to hold a formal hearing upon completion of the investigation. In order to ensure impartiality, the appropriate staff member(s) (hereinafter usually referred to as the CDC) may not be the reporting or investigating officer or a witness to the incident, or play any significant part in having the charges referred to the CDC.

However, a staff member witnessing an incident may serve on the CDC where virtually every staff member in the facility witnesses the incident in whole or in part. If the CDC finds at the formal hearing that an offender has committed a prohibited act, the CDC may impose dispositions and sanctions. When an alleged violation of BOP rules is serious and warrants consideration for other than what the CDC may impose, the CDC shall refer the charges to the DHO. The CDC must refer all 100 level codes to the DHO. The following minimum standards apply to formal hearings in all CCCs.

Each offender so charged is entitled to a formal hearing before the CDC, ordinarily held within three work days from the time staff became aware of the offender's involvement in the incident. This three work day period excludes the day staff became aware of the offender's involvement in the incident, weekends, and holidays.

For example, if staff become aware of an offender's involvement in the incident on a Tuesday and provide the offender with a copy of the report on Tuesday, the three work day period starts the following day, Wednesday. The CDC hearing must ordinarily be held by Friday.

The offender is entitled to be present at the formal hearing except during deliberations of the decision maker(s) or when security would be jeopardized by the offender's presence. The CDC shall clearly document in the record of the hearing reasons for excluding an offender from the hearing. An offender may waive the right to be present at the CDC hearing provided that the waiver is documented by staff.

The offender is entitled to make a statement and to present documentary evidence in the offender's own behalf.

The CDC will convene and formally refer all 100 level codes to the DHO.

In regards to 200, 300 and 400 level codes, the CDC shall consider all evidence presented at the hearing and shall make a decision based on at least some facts, and if there is

conflicting evidence, it must be based on the greater weight of the evidence. All sanctions must be commensurate with the prohibited act. The contractor shall consider the requirements of this chapter regarding a VCCLEA offender rated as violent or PLRA offender.

Accordingly, the CDC shall take one of the following actions:

- Informally resolve the incident;
- Find that the offender did not commit the prohibited act charged or a similar prohibited act if reflected in the incident report;
- Find that the offender committed the prohibited act charged and/or a similar prohibited act if reflected in the incident report and impose sanctions (G thru P, commensurate with the prohibited act); or
- Find that the offender committed the prohibited act charged and/or a similar prohibited act if reflected in the incident report and refer the packet to the DHO to impose sanctions, (A thru P, commensurate with the prohibited act).

The CDC cannot impose sanctions A thru F listed in Attachment E. If any of these sanctions are appropriate for the violation for the prohibited act committed, the CDC will refer the incident to the DHO.

NOTE: The phrase "some facts" refers to facts indicating the offender did commit the prohibited act. The phrase "greater weight of the evidence" refers to the merits of the evidence, not to its quantity nor to the number of witnesses testifying.

If the CDC finds a prohibited act was committed, the chairperson, shall complete the PART II of the incident report and BOP form NOTICE CENTER DISCIPLINE COMMITTEE (CDC) REPORT. A verbatim record is not required. These documents are certification of those persons serving on the CDC and the CDC proceedings. The names of other CDC members, if any, participating in the hearing are to be noted in Part II of the incident report in the space provided. 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 incident report that contains those facts.

When sanctions are recommended to the DHO, staff shall, immediately after the hearing, forward the completed CDC packet to the CCM with copies placed in the offender's file. The CCM will review the CDC packet for accuracy and tracking purposes then forward to the DHO.

The CDC packet shall consist of:

- INCIDENT REPORT (CCC'S);
- CENTER DISCIPLINE COMMITTEE REPORT;
- INMATE RIGHTS AT CENTER DISCIPLINE COMMITTEE HEARING;
- NOTICE OF CENTER DISCIPLINE COMMITTEE HEARING (CCC'S);
- WAIVER OF APPEARANCE (CCC'S);
- DUTIES OF STAFF REPRESENTATIVES (CCC'S); and
- Other pertinent information related to the proceedings.

The CDC shall give the offender a written copy of the decision and disposition and advise they may appeal the decision through the Administrative Remedy Process.

In the event the CDC finds that no prohibited act was committed, the CDC will indicate it on the incident report, PART II. A copy shall be provided to the offender. All other material shall be expunged by staff. If the finding (the offender committed the act) is overturned on appeal, the CCM will notify the contractor with advisement. If the DHO requires additional action in the proceedings, the CDC will comply.

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 offender's file.

The DHO will advise the CCM of the hearing decision. The CCM will advise the contractor and offender and will again advise the offender of his/her right to appeal the decision directly to the Regional Office through the Administrative Remedy Process.

CHAPTER 12 - Administrative Remedy

The contractor shall establish a written grievance procedure and make it available to all offenders.

The contractor shall comply with the most recent version of the BOP program statement entitled Administrative Remedy Program. The contractor shall stock and provide offenders with BOP ADMINISTRATIVE REMEDY FORMS to accommodate any claims directly related to BOP matters, e.g., disciplinary decisions or component assignment.

CHAPTER 13 - Food & Medical Services

1. FOOD SERVICES OPERATIONS. The contractor shall comply with the most recent copy of the FDA, U.S. Department of Public Health, Food Code.

The contractor shall ensure that food provided to the offenders is safe and does not become a vehicle in a disease outbreak or in the transmission of communicable disease. The contractor shall, to the extent possible, ensure that food is unadulterated, prepared in a clean environment, and honestly presented.

The contractor's food service dining area, either in-house or contracted out, shall not be part of an establishment that serves alcoholic beverages.

The contractor shall require any person who serves, prepares or handles food to have a prior physical examination and possess a valid Food handlers license, if applicable.

The contractor shall provide meals to offenders who work irregular hours and are not available at regularly scheduled meal times.

The contractors shall not prepare anything made with poppy seeds. Since poppy seeds could appear in a urinalysis and suggest the use of narcotics, the contractor shall advise offenders in writing not to eat poppy seeds. The offender must acknowledge this notice by signing an acknowledgment of this information. The contractor shall document this acknowledgment in the offender's file.

Provisions. All offenders, regardless of employment or financial status, shall be provided the opportunity for food services (3 meals per day). On weekends (to include extended weekends when a federal holiday falls on the Friday preceding or the Monday following a weekend), the contractor may provide a brunch instead of a breakfast and lunch (supper is still required). Under no circumstances will the offender be required to pay for these services. The contractor shall include these costs in the per-diem rate.

The contractor shall provide a food service program either by contractor preparation and serving on-site or through an off-site food service provider. If the contractor wishes to change the delivery from on-site to an off-site, or visa versa, they must request approval through the COTR to the CO.

a. Menus. All menus must be approved by a Registered Dietician (RD). A RD is defined as a person who has completed academic and experience requirements established by the Commission on Dietetic Registration, the crediting agency for the American Dietetic Association (ADA). All fixed menus will be reviewed and approved by a RD at least once during each cycle. The contractor shall maintain a copy of the RD's current credentials and the certified menus for inspection by the BOP.

An RD shall annually review and approve the nutritional value of the menu, if fixed and semi-annually if not fixed. All the meals shall meet the recommended dietary allowances and the dietary guidelines as set by the current version of the ADA. The contractor shall maintain a copy of the RD's current credentials and the certified menus for inspection by the BOP.

1) Menus shall be prepared and be posted in a conspicuous place for offender's viewing.

2) Special Menus or Diets. The contractor shall provide meals which meet diets required by confirmed religious preference, physician or dentist.

b. Vendor or Food Service Provider. The contractor providing meals to offenders through arrangements with a local vendor or food service provider, shall provide a copy of their agreement and ensure the following:

- The contractor shall be responsible for the person in charge as defined in the FDA, U.S. Department of Public Health, Food Code. This responsibility cannot be delegated.

- The contractor shall comply with the requirements in the FDA, U.S. Department of Public Health, Food Code. The contractor shall show evidence the establishment meets all state and/or local sanitation and health codes, and complies with the FDA, U.S. Department of Public health, Food Code.

- The contractor shall show evidence the vendor or food services provider is a full-service organization, capable of providing breakfast, lunch, and dinner, and identify the person operating as the person in charge on behalf of the vendor or food service provider. In addition, the contractor shall identify the person who legally owns and operates the vending company or food service.

- The contractor shall show evidence the owner is a permit holder. Permit means the document issued by the regulatory authority that authorizes a person to operate a food establishment. The contractor shall maintain a valid copy of the permit.

c. On-site food service by the contractor.

- When food services are provided in the facility, the contractor shall have adequate space to provide for food preparation and service and provide an eating and seating area, i.e., at least 15 square feet per person, for all who dine at the same time. The area shall be separated from sleeping quarters and will be well ventilated, properly furnished, and clean.

- When the contractor prepares and serves meals in the facility, the contractor shall comply with the requirements of the FDA, U.S. Department of Public Health, Food Code. In addition, 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. The contractor shall identify the person in charge of food preparation to the COTR.

- The contractor shall comply with NFPA, as it relates to fire extinguishing systems over cooking services. They shall be equipped with automatic shut-off devices for when the fire extinguishing 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.

d. Refuse. Refuse is solid waste not carried by water through the sewage system.

- 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 other conditions that attract or harbor insects and rodents.

e. Liquid Waste. The contractor shall prevent backflow or back siphonage in accordance with the FDA, U.S. Department of Public Health, Food Code. The system shall meet American Society of Sanitary Engineering (ASSE) standards for construction, installation, maintenance, inspection, and testing for that specific application and type.

2. MEDICAL SERVICES. The contractor shall provide offenders an opportunity to access medical care and treatment. The intent is to assist the offender in maintaining the continuity of medical care and treatment in accordance with the requirements of this SOW.

The contractor shall provide on-site emergency first aid and crisis intervention to include a first aid kit, trained staff in basic first aid, and policy that outlines steps that employees take in case of an emergency. The contents of the first aid kit shall meet and be maintained by the standards set by the American Red Cross.

The contractor shall ensure that all staff are certified in cardiopulmonary resuscitation (CPR). In addition, the contractor shall provide that staff are trained to respond to health-related situations to include universal precautions and suicide prevention.

The contractor shall have written policy and procedure regarding the control and distribution of an offender's prescribed medication. The written policy shall be submitted to the CCM for review.

The CCC will ensure offender medications are stored in an environment absent of extreme temperature, humidity, and according to the medication labeling, e.g., refrigeration required. The CCC staff will provide the inmate with proper access to the medication.

The contractor shall develop and use a consent form which gives the contractor access to an offender's medical information if the offender becomes hospitalized and is physically unable to provide this consent. This consent will be in writing and meet all local standards, laws and regulations unique to the contractor's place of performance. This consent shall be secured by the contractor during the intake screening process and filed in the offender's file.

1. EXPENSES. Prior to any healthcare treatment being provided, other than emergency treatment, the contractor must receive pre-approval for the treatment from the CCM who will coordinate approval with the Regional Health Services Administrator (HSA). In addition to requesting pre-approval for treatment of services, the contractor must determine if the offender has insurance or other resources to pay the treatment. The contractor must also make every effort to obtain no-cost healthcare treatment for the offender through local social service agencies.

All requests for non-emergent healthcare treatment approval will include: a description of the type of treatment being requested; an estimated cost for the treatment; a statement of the offender's ability to pay for the treatment through private health insurance or other financial resources; a description of the contractor's efforts to secure treatment through local social services if necessary, e.g. the inmate is not able to pay for the treatment; and a discussion of whether the contractor will or will not be financially able to pay for the treatment and then be reimbursed by the government.

The contractor is expected to compensate the healthcare provider for treatment of services. The contractor shall forward the invoice for the healthcare provider to the CCM. The CCM will forward the invoice through the Regional Management Team to the Regional Health Services Administrator for approval and payment to the contractor.

If other than emergency medical treatment is provided without pre-approval or discussions on how the healthcare treatment will be paid for by Bureau staff, then the costs may **not** be reimbursed by the Bureau and could become the responsibility of the contractor.

a. Emergency. In an emergency, the contractor shall obtain the necessary emergency medical treatment required to preserve the offender's life. The contractor shall immediately notify the CCM of emergency treatment.

If at any time an offender appears to have a communicable or debilitating physical problem, the contractor shall notify the CCM for approval to make arrangements for an examination. An exception to this requirement is Medical Screening upon the offender's initial arrival to the facility.

1) Payment. If the offender cannot pay or if the emergency treatment is not covered by the offender's insurance, the contractor shall pay and submit the paid invoice with the regular monthly billing to the CCM. The Government will reimburse the contractor for all emergency medical treatment for BOP offenders.

2. PRE-ARRANGED TREATMENT. The contractor shall have a written arrangement with a licensed general hospital, private licensed physician or clinic to ensure emergency medical service is available 24 hours a day.

3. EXAMINATION OF OFFENDERS COMMITTED DIRECTLY TO THE CCC. USPO cases committed directly to the facility, shall be screened to identify any medical/mental health conditions from which the

offender is suffering and needs medical attention. The offender will receive a complete physical/mental health examination to detect any health problems. Special emphasis should be given to chronic health conditions such as diabetes, hypertension, etc., infectious diseases such as TB, HIV, hepatitis, etc., and any mental health problems. However, if an offender is suspected of having an infectious or debilitating health problem through the initial screening process, the contractor shall arrange for an immediate medical examination within one calendar day after arrival.

The examination is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease. The contractor shall notify the CCM of those offenders with immediate mental or medical health needs and infectious disease. The results shall be documented and sent to the CCM with copies to the offender's file. These procedures are for the protection of the patient and other offenders and staff.

The complete health examination shall include relevant diagnostic procedures. All offenders should be tested for TB (PPD test and if positive, a chest x-ray), and any other infectious/communicable diseases if clinically indicated.

Health examinations for offenders committed directly to a CCC, will be paid by the contractor who will then request reimbursement from the government by listing health exam expenses as a line item on the next monthly billing. Supporting documentation must accompany the reimbursement request.

If indicated by the CCM, the offender's medical examination may include a blood test for DNA classification in accordance with the current Program Statement on DNA Testing. Test kits will be provided by the government at no charge to the contractor or medical facility.

4. INFECTIOUS DISEASE. The facility director has a need to know of institution transfers with positive human immunodeficiency virus (HIV) or hepatitis B virus (HBV) status for purposes of pre-release management and access to care. In instances of notification, the contractor shall take precautions to ensure that only authorized persons with a legitimate need to know are allowed access to the information in accordance with the Privacy Act of 1974.

The contractor shall observe universal precautions. This method of infection control requires all employees to assume that all human blood and specified human body fluids are infectious for HIV, HBV, and other blood borne pathogens. Where differentiation

of types of body fluids is difficult or impossible, all body fluids are to be considered as potentially infectious.

CHAPTER 14 - Records and Reports

The contractor shall provide that records are safeguarded from unauthorized and improper disclosure and that when any part of the information system is computerized, security ensures confidentiality. The contractor shall provide access to the Government concerning the performance of this contract.

Several sections of this SOW require the contractor to maintain records on offenders, which is considered to be part of the inmate's central file. Other documents are unique to contract performance and are the property of the BOP. The contractor shall not establish a separate system of records without prior approval of the CCM. All records related to contract performance shall be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this SOW, the contractor shall, upon completion or termination of the resulting contract, transmit to the BOP any records and/or documents related to performance of the contract.

1. OFFENDER FILE. The contractor shall maintain a file on each offender that includes all significant decisions and events relating to the offender, and at least the following information:

- Initial intake information form,
- Case information from referral source, if available,
- Case history/social history,
- Medical record, when available,
- Individual program plan,
- Signed release of information (to include medical) & other consent forms,
- Evaluation and case notes,
- Current employment data,
- Signed acknowledgment of receipt of facility rules,
- Signed acknowledgment of receipt of disciplinary policy,
- Grievance and disciplinary record,
- Documented legal authority to accept resident,
- Referrals to other agencies,
- Terminal report, and
- Record of resident finances.

In order to facilitate the planning, implementation, and evaluation of programs, documents entered into the files shall be dated and signed by the staff member making the entry.

The contractor shall provide a method to account for each file and to ensure documents are filed in a timely manner.

2. OTHER RECORDS.

a. Urine Report. The contractor shall complete the BOP form URINE SAMPLING PROGRAM (CCC'S) 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.

The contractor shall maintain a chronological log for all offenders 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 offender's file.

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

b. Bill. The contractor shall provide the CCM with a monthly bill and a report of each offender's finances to include wages and salaries, number of hours worked, amount and type of deductions, e.g., federal taxes, state taxes, social security contributions. In addition the report shall include information regarding savings, amount of subsistence collected, and any financial obligations, i.e., restitution, COIF, fine payments, Court ordered child support paid by the offender.

The contractor shall send invoices to arrive in the CCM office by the 10th of the month. The CCM may require earlier submission.

c. Logs. The contractor shall control and monitor access to all logs.

1) Visitor Log. The contractor shall maintain a log for all visitors to indicate; name, organization, time in/out, and purpose of visit.

2) Employment. The contractor shall maintain a written log of an offender's employment, and/or unemployment. The log will list all offenders by name and register number. It will indicate date of arrival, date employed. The contractor shall document an offender's file when the offender does not obtain employment 15 calendar days from their arrival.

3) Sign IN/OUT. The contractor shall maintain a sign in/out log as indicated in the Sign-Out Procedures.

4) Search Log. The contractor shall maintain a log to indicate searches of the facility.

5) Urine Sample Testing Log. The contractor shall maintain a log to indicate urine samples taken from offenders.

6) Alcohol Testing Log. The contractor shall maintain a log to indicate alcohol tests taken from offenders.

7) Other logs as directed by the CCM.

3. CONFIDENTIALITY. The Privacy Act and Freedom of Information Act (FOIA) sets forth a series of requirements governing federal agency record keeping practices intended to safeguard individuals against invasions of personal privacy. The determination of what information may be released requires staff to have a basic understanding of both the FOIA and the Privacy Act. Staff also should be aware that the Privacy Act establishes criminal penalties and civil liabilities for unauthorized disclosures. The contractor shall not release any BOP document to an offender or anyone else without the approval of the CCM.

The contractor shall not release information to any individual unless the subject of the request has provided written consent and the CCM has approved.

BOP documents that are sought by subpoena, Court order, or other Court demands are subject to the approval of the Attorney General or his or her designee before they may be produced. The guidelines are set forth in 28 CFR §16, subpart B. Accordingly, if a contractor receives such demands they shall notify and consult with the CCM for advice regarding proper handling of the demand.

In order to release information to an offender's employer and other third parties, the contractor will obtain a release form from the offender. Likewise, offenders 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.

● **Pre-Sentence Report** - Particular care must be taken to protect the Pre-sentence Report and third party disclosure. This document is the property of the US Courts and copies may not be provided to anyone, even the offender, without permission from the Court. It must be returned to the BOP upon release, termination, escape, or death of an offender. Some Judicial Districts have imposed even more strict requirements concerning release of the PSR. Contractors must consult their CCM and follow local Bureau instructions for safeguarding the PSR. Please direct questions to the CCM.

CHAPTER 15 - Release Preparation

The contractor shall ensure timely and appropriate releases of offenders from custody. The contractor shall provide written procedures for releasing offenders at the end of their sentence, but not limited to, the following:

- Verification of identity;
- Verification of release papers;
- Completion of release arrangements;
- Notification of the USPO, if required;
- Return of personal effects such as medication;
- Check to see that no facility property leaves the facility;
- Arrangements for completion of any pending action;
- Arrangements for community follow up if required;
- Instruction on forwarding of mail; and
- Obtain forwarding address and telephone number.

1. RELEASES. The contractor shall provide written procedures for establishing a formal release plan for offenders and execute appropriate release certificates. The plan shall include the offender's verified residence and employment or training program.

The contractor shall consult with the CCM on each offender's release to verify the actions required of the contractor.

Offenders shall be released by 9:00 A.M. By 10:00 A.M. of the same day, the contractor shall telephonically notify the CCM of offenders released from the CCC. The contractor must make contact with a live person. Leaving a recorded message is unacceptable. Releases outside this requirement must be coordinated with the CCM.

a. Types of Releases. For a discussion of release types, refer to Program Statement 5800.13, Inmate Systems Management Manual, Chapter 11.

b. Release Planning. With the exception of FULL TERM RELEASE with no supervision to follow, staff at least six weeks before a release date submit a proposed release plan to the USPO for investigation and approval.

At least six weeks before a parole release date, staff shall submit a request for a parole certificate to the U.S. Parole Commission, with the USPO approval attached.

Parole certificates are mailed or faxed from the U.S. Parole Commission directly to the CCC. The contractor shall consult with the CCM to ensure that the number of days remaining to be

served is accurate and that any special conditions are noted on the reverse side of the parole certificate prior to the offender being released from the CCC. The contractor shall mail the signed parole certificate to the CCM.

NOTE: Conditions of release are read to the offender and the offender's signature (witnessed and dated by a staff member) is obtained on each of the parole certificates and SPT certificates, when applicable. Each page of the certificate is signed individually, in pen, and is not carbonized. Release on parole is not effective without the offender's signature. Copies are distributed as follows: (a) original to offender; (b) copy to USPO; (c) "institution copy" to CCM; and (d) copy to U.S. Parole Commission Office.

If an offender is releasing to some type of supervision, the contractor must advise the offender to report to the USPO within 72 hours of release from the CCC.

2. RELEASE DOCUMENTS. The contractor shall verify all release documents with the CCM five days prior to release. The contractor shall ensure all releasing documents have original signatures, are dated and appropriately distributed. The contractor is responsible, but not limited to the following:

- Parole Certificate,
- Mandatory Release Certificate,
- Special Parole Term Certificate,
- Conditions of Supervision,
- Notice of Release and Arrival, or
- Notice to the U.S. Attorney of Release of Inmate with Criminal fine.

3. RELEASE CLOTHING, FUNDS, AND TRANSPORTATION. The BOP provides release clothing, 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 an offender's confinement in a CCC, the need may arise for the contractor to provide release clothing, funds, and transportation for a releasee. When these rare occasions arise, the contractor shall develop and submit an itemized plan for an offender's release clothing, funds, and transportation needs to the CCM for approval prior to release. If approved, the contractor will provide the release funds, clothing, and make the necessary transportation arrangements for the offender. Documentation, e.g., paid invoices, shall be forwarded with the monthly billing. The contractor will be reimbursed by the

Government for CCM approved release clothing, funds, and transportation.

4. TERMINAL REPORT. The contractor shall complete a terminal report on all releasing offenders within five working days of release. It shall follow the Case Notes format and shall include, in addition, the following:

- A description of adjustment;
- A prognosis for future adjustment,
- Suggestions on how the offender could have been better prepared for his/her placement in the CCC,
- Final status of offender's money, i.e., obligation payments, savings; and
- Release plans, including: (a) residence, (b) employment and (c) salary.

Distribution: original to CCM, copy to the USPC (if applicable), and a copy to the appropriate USPO.

5. PROPERTY. The contractor shall establish and maintain procedures to dispose of an offenders' personal property in event of death, escape or transfer. Inventory must be accomplished by no less than two staff, each of whom will sign and complete an inventory list. Property shall be immediately secured and inventoried prior to the end of the work shift. Personal property left behind by an escapee shall be considered voluntarily abandoned. The contractor shall contact the CCM for instructions. If an offender is being held in a local jail, whoever was listed to be notified on the intake screening form will be advised to pick up the property after the property is released by the investigating officers, if applicable.

6. FILES. Upon completion or termination of the offender's program, the contractor shall forward the file, to include all contractor generated documents, to the CCM along with the terminal report within five calendar days of the offenders release. The contractor may dispose of the CCC referral packet, which must be shredded. The contractor may retain public information which can identify the former offenders, copies of research data which have been depersonalized and copies of reports generated by the contractor.

CHAPTER 16 - Escape Procedures

Accountability procedures begin when an offender arrives at the CCC. A CCC is commonly called a "halfway house" which indicates the offender is not in prison, nor has total freedom in the community. Rather, the CCC is halfway between prison and the community. Residency in the CCC is a major adjustment for the offender and it will be very difficult. The contractor shall develop programs that will assist the offender in meeting the challenges residency in a CCC will present.

The contractor shall develop and use a program that communicates the importance of offender accountability. This lecture/presentation shall be given during the offender's admission and orientation period, ordinarily during the first two weeks.

At a minimum, the presentation will include information about decision making; accepting the consequence of the decisions; personal accountability; personal management of challenges presented to the offender during CCC residency; resource person(s) who will assist the offender in meeting these challenges; consequence of escapes; sign-in/sign-out procedures, pass and furlough procedures; component assignment; and appropriate behavior both in the community and CCC.

1. ESCAPE.

a. Definition. An escape occurs when an offender fails to remain in custody by: not reporting to the facility 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/treatment program; fails to return to the facility 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; is arrested; or otherwise leaves without permission from staff.

Offenders under supervision (USPO cases) are not in the custody of the BOP and cannot be considered escapees. These offenders are referred to as "absconders." When they are deemed missing or escaped, the contractor shall immediately (or as coordinated locally with the supervising authority) report to the supervising authority, i.e., USPO. The contractor shall notify the CCM of USPO absconders the same day as the event.

b. Staff Action. The contractor shall provide written procedures that ensure that all staff understand and

appropriately report an escape. These procedures will specifically instruct staff when an offender is considered missing, i.e., not at their approved location. These procedures shall include instructions to determine if the offender is in the facility, at the pass location, or at the residence (if on home confinement), or on escape status. The instructions shall include procedures to reasonably attempt to locate the offender which may include going to the pass location or residence.

The contractor shall develop a step-by-step procedure that covers the following: internal notification; a thorough search of all areas inside the facility; telephone contacts where the offender has signed-out; and telephone inquiries to determine if the offender has been arrested or injured. This should ordinarily take less than 20 minutes. If all efforts to locate the offender have failed, the **facility Director** shall consider the offender as ESCAPED and **immediately notify the CCM**. The contractor shall prepare an incident report and conduct a discipline hearing in the offender's absence.

c. Fiscal Impact. The BOP does not pay the contractor for the day of escape.

d. Preventive Measures. The contractor shall notify the CCM anytime an offender's behavior or poor programming makes them an escape risk. The contractor shall train staff to recognize observed aberrant behaviors and report these instances. Offenders with Public Safety Factors or any special needs case exhibiting unusual behavior requires closer attention and reporting to the CCM. Some indicators may include frequent tardiness, misconduct, or continued disrespect toward peers and staff. The intent is to apply intervention measures to prevent the offender from escaping.

If an offender receives an incident report that may cause program failure, the contractor shall contact the CCM prior to issuing the report. The CCM will consider coordinating the issuance of the report with the USM's apprehension of the offender.

The contractor shall allow any offender, who has been determined to have escaped by the contractor, to return to the facility. In this instance, the contractor shall immediately notify the CCM so that an appropriate action plan can be determined.

CHAPTER 17 - Serious Illness, Injury, or Death

The contractor shall notify the CCM when an offender becomes seriously ill, requires emergency medical treatment or dies. The CCM will notify the offender's family or next of kin.

Immediately upon the death of an offender, the contractor shall assemble and advise the CCM of the following information concerning the deceased offender:

- (1) Name, register number, date of birth;
- (2) Offense and sentence;
- (3) Date, time, and location of death;
- (4) Apparent cause of death;
- (5) Investigative steps being taken, if necessary;
- (6) Name and address of survivor or designee;
- (7) Notifications made;
- (8) Status of autopsy request; and
- (9) Brief medical history related to death.

The contractor shall arrange for the fingerprinting of the thumb of the right hand 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, staff shall notify appropriate law enforcement officials of the local jurisdiction. The purpose of this notification is to review the case and 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.

Personal property of a deceased offender will be inventoried and forwarded to the person to be notified in case of emergency on the intake screening form.

CHAPTER 18 - USPO Cases

Ordinarily, USPOs are responsible for the overall supervision of offenders who are placed in a CCC as a condition of pre-trial, probation, parole, mandatory release, or supervised release supervision.

The contractor shall not accept persons described in this chapter unless they have been approved for placement by the CCM.

The contractor shall provide all services and programs cited in the SOW for all persons described in this chapter, except as specified below:

- Driving - Permission to drive must be approved by the facility director and the supervising USPO.
- Discipline - Persons under supervision as described in this chapter are subject to facility rules and minor sanction. However, if an act is alleged to have been committed by an offender under supervision that would require a recommendation of a major sanction, a formal discipline hearing is not required. Rather, staff shall forward the original report of misconduct with recommendations to the USPO for disposition. The contractor shall forward a copy to the CCM.
- Intake - Staff, in cooperation with the USPO, shall develop an individual program plan for each offender.
- Financial Obligation - Offenders under supervision shall pay subsistence. The contractor shall immediately notify the CCM if the Court indicates that subsistence should not be collected on USPO cases.
- Medical Services - The contractor shall notify the USPO of medical problems of probationers, parolees, mandatory releasees and supervised releasees. All medical and dental expenses for persons under supervision of a USPO are the responsibility of the offender. Staff should assist the offender in finding appropriate community resources.
- Marriage - Offenders under supervision shall submit requests for marriage to the USPO.

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

- Any unauthorized absence of persons described in this chapter shall be reported immediately to the USPO. If the unauthorized

absence occurs after regular business hours, the CCM shall be notified the next calendar day or as directed by the CCM.

- Drug counseling and urine and alcohol surveillance are the administrative and fiscal responsibility of the USPO. The contractor shall work closely with the supervising USPO to coordinate services.

- Financial Responsibility - Supervision cases are subject to the same financial responsibility procedures as BOP offenders, including subsistence collection.

- Release - When the term specified by the Court has been satisfied, or the facility director determines an offender's program is completed or participation will produce no further significant benefits, staff shall notify the USPO and request termination. The contractor will copy the CCM with this action. A terminal report shall be completed by the contractor and forwarded to the USPO and the CCM. The contractor shall ensure the CCM has been properly notified of all requests for program termination and received terminal reports before release.

- Offenders 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 by the contractor.

- Death - In the event of death, the contractor shall immediately notify the USPO and CCM. The USPO is responsible for disposal of the body and any administrative follow-up procedures.

- Basic mental health treatment for offenders under supervision is the financial responsibility of the supervising authority if the resident is uninsured or is unable to pay. Note: Initial medical screening is paid by the BOP.

CHAPTER 19 - Research and Evaluation

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

The contractor may be requested to participate in "pilot testing" of new and innovative BOP program initiatives on an as-needed basis.

The contractor shall be responsive to all BOP surveys or questionnaires in a timely manner.

CHAPTER 20 - BOP Inspections

The objective of BOP inspections are to ensure that the contractor is in compliance with applicable laws, regulations, policies, contract requirements, and that fraud, waste, abuse, mismanagement, and illegal acts are prevented, detected, and reported. Once a contract has been awarded, inspections are conducted.

The contractor will receive feedback to inspections in the form of monitoring reports or direct correspondence. This feedback may assign deficiencies which the contractor shall remedy. A deficiency is determined when evidence indicates that the contractor has failed to meet the performance requirements of the contract. The evidence that supports a deficiency will be factually sufficient to lead a knowledgeable, reasonable person who is not an expert in the program area to the same conclusion as the reviewer.

The BOP reserves the right to determine the resources, e.g., number and type of staff, number of working days necessary to perform all inspections and monitoring visits as defined in this chapter.

1. PREOCCUPANCY VISIT. After contract award, but before the CO issues the "notice to proceed" the BOP may conduct a preoccupancy visit at the facility. During this visit, the BOP will determine the contractor's ability to begin performance by inspecting, at a minimum, all emergency plans, life/safety and zoning issues for compliance to the SOW.

The contractor shall be in compliance with all aspects of the contract to include emergency plans, life/safety and zoning issues before the CO will issue the "notice to proceed."

a. Emergency Plans. After contract award, but before the CO issues the notice to proceed, the contractor shall submit to the CCM a complete written copy of the facility's emergency plans as required in the SOW.

b. Life/Safety Issues. After contract award, but before the CO issues the notice to proceed, the contractor shall be in compliance with all life safety issues as required by the SOW, unless otherwise indicated by the CCM.

c. Zoning. The contractor shall submit, upon request by the BOP, satisfactory proof that all zoning and local ordinance requirements have been met which are necessary for operation and applicable to any proposed performance site(s). Such proof shall

be in writing and shall consist of documentation from necessary local officials stating the contract may be performed at the proposed site(s) in accordance with the current zoning and other requirement of the local jurisdiction.

"Necessary local official" means an employee or elected person whose approval or concurrence as to the propriety of the use of the proposed site is required under any and all applicable laws of the state, county, city, town, village, or municipality in which the facility is located.

2. OTHER VISITS. The contractor shall except and accommodate visit(s) or inspection(s) by the BOP, or an investigative authority as indicated in the SOW, at anytime during the life of the contract. Other visits may occur for the purpose of training or to resolve general contract issues.

3. FULL MONITORING. A full monitoring is a comprehensive inspection and review of all aspects of the contractor's operation and facility. The first full monitoring ordinarily occurs 60-90 days from the date performance began. Ordinarily, the contractor is given notice of an upcoming full monitoring in advance. A full monitoring may take several days and will produce a monitoring report.

A monitoring report contains all the deficiencies that are a serious contract violation as determined by the reviewer. The report also outlines appropriate corrective action. The contractor shall respond to the CCM within 30 days of receipt of the report (unless otherwise directed by the CCM). The contractor's response shall address all suggestions, advised items, discrepancies, deficiencies, and significant findings, and specify a plan of action for correction. The contractor shall also indicate a realistic time frame/date when each correction will be completed. This in no way releases the contractor from performing the requirements of the contract.

If the CCM makes any recommendation to modify procedures and practices of the facility operations or physical structure, the contractor shall respond in writing indicating their intent to adapt or accept the recommendation or comment.

If the CCM directs the contractor to modify procedures and practices of the facility operation in accordance with the requirements outlined in the SOW, the contractor shall respond in writing indicating their compliance.

4. INTERIM MONITORING. An interim monitoring is an unannounced on-site examination of deficiencies noted in a prior monitoring.

Ordinarily, the interim monitoring inspects, but is not limited to, those areas which are problematic. It is ordinarily brief and is not intended to be as lengthy and comprehensive as a full monitoring. Subsequent to an interim monitoring, the contractor will receive a letter acknowledging the interim monitoring from the CCM. The letter will also indicate all areas found non-compliant. The contractor shall respond in accordance with the requirements in the full monitoring section of the SOW.

5. **CONTRACTOR EVALUATION FORM (CEF).** The CEF is an annual assessment conducted by the COTR. The rating period represents 12 months of contract performance and ordinarily is conducted at the end of each performance period as identified on the Contract Award document. Upon review and approval by the Regional Management Team, the COTR sends the CEF to the CO who reviews the document then provides it to the contractor for comments. The contractor will have 15 working days to make comment and return the form to the CO.

1. **Ratings.** The CEF transmits an adjectival rating based on an assessment of the contractor's performance. The assessment must include and incorporate the findings of the interim and full monitoring reviews performed during the rating period specified. Consideration may also be given to other documented interactions with the contractor. i.e., written correspondence. The assessment must discuss the strengths and weaknesses of the contractor performance during the specified time period.

a. **Rating Period.** The rating period represents 12 months of contract performance as identified on the contract award document. The rating is due at the end of each performance period. If the contract has a two year base period, a rating is due at the mid-way point and at the end of the base period and at the end of each subsequent option year. A CEF is also completed at contract expiration or termination.

b. **Assessment.** The COTR assesses the contractor's performance in six areas:

- Accountability
- Programs
- Community Relations
- Site Validity and Suitability
- Personnel
- Communications/Responsiveness

(1) **Accountability.** This factor addresses if the contractor has maintained offender accountability in accordance with their offender accountability plan for ensuring offenders are

accurately accounted for while (1) in the facility; (2) at work assignments; (3) in all other activities outside the facility; and (4) under home confinement? Has the approach been tailored to the geographic area? Have there been any patterns or unresolved breaches of accountability during the rating period?

(2) **Programs.** Does the contractor have a process for assessing the individual needs of each offender to assist with their reentry into the community? How effective has the process been this rating period in assisting offenders in finding employment, housing, and developing skills to prepare and prevent the offender from returning to a criminal lifestyle (to include, but not limited to, money management, parenting, and family reunification)? How effective and extensive is the community resources network?

(3) **Community Relations.** Does the contractor have a process for educating and interacting with the local community in order to acquire and maintain public support? What efforts have been made during this rating period to foster positive community relations? Discuss the workings and make-up of the Community Relations Board.

(4) **Site Validity and Suitability.** During this rating period, has the contractor complied with all applicable local, state, national health, safety, environmental laws, regulations, Executive Orders, and building codes? Are zoning and occupancy permits still valid?

(5) **Personnel.** How effective has the contractor been in ensuring adequate staff have been recruited, trained, and retained? Have staff met the annual training requirements? Are new staff receiving orientation within SOW guidelines? Have new staff received and signed for integrity guidelines? Have there been patterns or unresolved integrity issues during this rating period?

(6) **Communications/Responsiveness.** During the specified rating period, has the contractor provided for open lines of communications about and rapid response to Bureau needs, requirements, and directions?

c. **Adjectival Ratings.** Based on the written narrative, an adjectival rating will be determined. The COTR must assign one of the following ratings to each Factor:

Very Good: Contractor's performance meets or exceeds the requirements of the contract. One or more significant strengths

exist. Weaknesses may exist, but none are considered significant and are easily correctable.

Acceptable: Contractor's performance meets the contracts minimum requirements. They have demonstrated they have acceptable solutions for meeting the needs and objectives of the program. Strengths and weaknesses may exist. The weaknesses are correctable.

Poor: Contractor's performance does not meet the requirements of the contract. Their performance has shown they have poor solutions for meeting the needs and objectives of the program. Weaknesses outweigh any strengths that may exist. The weaknesses are difficult to correct.

Unacceptable: Contractor's performance fails to meet the requirements of the contract. Their performance shows they have an unacceptable solution for meeting the needs and objectives of the program. There are numerous weaknesses. The weaknesses will be very difficult to correct or are not correctable.

d. Calculating the Overall Adjectival Rating

- (1) Determine if there is a majority of adjectival ratings used for each of the six factors. The majority rating will be the overall rating (i.e., four acceptable ratings and two very good ratings will result in an overall rating of acceptable).
- (2) If there is a tie in the overall adjectival rating, the COTR will write a justification explaining why he/she made the final rating determination.
- (3) If the contractor has been terminated for performance related issues during the rating period the adjectival rating will be "Unacceptable."

2. RESPONSIBILITIES.

a. **COTR.** The COTR and RMT must concur on the overall adjectival CEF rating. The COTR will prepare the CEF and forward it electronically to the RMT for review. After approval by the RMT, the RMT and COTR will sign the CEF electronically and forward it to the CO. The CO will complete a review of the form and, if necessary, may request the COTR to clarify information on

the CEF. COTR clarifications will need to be routed through the RMT prior to being forwarded to the contracting officer. The responsible CCM office will maintain a copy of the finalized CEF

packet for their contract file. The form should be forwarded to the contracting officer within 30 days after the end of the rating period.

The CO will forward the CEF to the contractor for their review and comments. The contractor will be allowed 30 calendar days to respond. Upon receipt of the contractors comments, the CO will determine if a different rating is warranted. Changes in ratings will be communicated by the CO to the contractor and COTR within 5 business days.

6. RESPONSIBILITIES OF THE CONTRACTOR. The contractor shall respond to all inspections, i.e., monitoring reports, CEFs and CCM inquiries within the appropriate time frame.

The contractor shall take appropriate actions to correct deficiencies and improve operations, and ensure that adequate administrative controls and monitoring systems are in place to prevent the deficiency from recurring.

7. REPEAT DEFICIENCIES. A repeat deficiency is a serious issue. Therefore, the authorized negotiator shall provide a separate response to the CCM, with a copy to the CO, specifically addressing the repeat deficiency. This is in addition to the facility director's response to the CCM. The authorized negotiator must describe the measures and internal controls to be implemented to ensure that the problem will not occur again, as well as explain why the problem was not corrected from the prior review. The authorized negotiator's response is due no later than five calendar days after receipt of the report.

CHAPTER 21 - Cost Reimbursements

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, if applicable. Failure to reimburse the BOP within ten calendar days of written notification shall result in elimination from consideration for award of the contract.

When a contractor fails to respond to an inspection report or repeatedly fails to correct documented deficiencies, the BOP may 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 facilities 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.

In addition, the contractor shall be subject to Government withholding, when and if they have been found to be in non-compliance with the conditions of the contract. Once the contractor has been informed of a problem, and does not comply within the specified time, they will be notified of pending withholdings and the basis for the withholdings by CCM.

The BOP will schedule a preoccupancy inspection following contract award and before performance. 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 failure 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.

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.

CHAPTER 22 - Sexual Abuse Intervention

1. GENERAL DEFINITIONS. Sexual abuse/assault impacts offenders and employees and the orderly running of the facility. Sexual abuse/assault/misconduct is defined as verbal or physical conduct of a sexual nature directed toward an offender by another offender, staff member, agent or volunteer of the facility, or private organization. Sexual misconduct by staff against an offender shall be prohibited by policy. Sexual misconduct, as it relates to an offender, is a sexual advance, welcome or not, by an offender, staff member, agent or volunteer of the facility. There is no such thing as consensual sex between staff and inmates. It is illegal and a violation of federal law.

2. RESPONSIBILITIES. The contractor shall develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault prevention and intervention program. Written policy, procedure, and practice shall provide that all staff receive such training during pre-service training and on an annual basis as part of the facility's in-service training plan.

The contractor shall develop and make available to all offenders an education program which addresses the subject of sexual abuse/assault. The content of the educational program must include topics such as recognizing behaviors that are inappropriate, harassing, or assaultive; how to seek protection; privacy rights; medical and psychological programs for victims of abuse; how to confidentially report sensitive issues to facility staff, the BOP, the Office of Inspector General, and local law enforcement.

The contractor shall immediately report all sexual misconduct allegations to the CCM.

The contractor shall establish a local intervention protocol that offers the offender immediate protection from the assailant.

The contractor shall have in place procedures which assure a medical examination and counseling by a clinical psychologist within 24 hours of an incident.

Request for Contract Staff Background Investigation

Facility: _____

Location Code: _____

Please type all information

LAST NAME	FIRST NAME	MIDDLE NAME OR INITIAL	OTHER NAMES USED
POSITION OR JOB TITLE	ANTICIPATED HIRE DATE	CRIMINAL HISTORY, IF APPLICABLE	

SEX	RACE	HAIR	EYES	HGT	WGT	DOB

DRIVERS LICENSE - STATE & NUMBER	SOCIAL SECURITY NUMBER	CITY AND STATE OF BIRTH

OTHER STATES LIVED OR WORKED IN		

If this is a Key Staff Member, a copy of the applicants application and resume must be attached. Upon Conditional Approval, a sealed transcript must be sent directly to the CCM office from any schools, colleges or universities identified on the application which substantiate the individuals qualifications to fulfill the position.

Applicants Acknowledgment:

I authorize the release to the Federal Bureau of Prisons of any information generated as a result of a national Crime Information Center/National Law Enforcement Telecommunications System (NCIC/NLETS) criminal history check on me, or any other information necessary to determine my suitability for work with federal offenders.

I also authorize the Federal Bureau of Prisons to disclose to the facility director or the contractor's "authorized negotiator" all information generated as a result of a National Crime Information Center/National Law Enforcement Telecommunications System (NCIC/NLETS) criminal history check on me, or any other information necessary to determine my suitability for work with federal residents at the above noted facility.

I understand that all my records are protected under federal privacy regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to extent that action has been taken in reliance on it. In any event, this consent will cease to be effective after my employment.

Signature of Applicant_____
Date_____
Printed Name and Signature of Witness (Program Director)_____
Date

*Photocopy
(If permitted by law)
Drivers License
in this Box*

*Photocopy
Social Security Card
in this Box*

INITIAL INTAKE FORM

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

Facility Name and Address:

Contract staff Completing the Interview (Print):

Name of Offender:	Register Number:			
Offender Home Address:	DOB:	SSN:	Race:	Sex:
Religion:	Date and Time of Arrival:			

1. NOTIFICATION IN CASE OF EMERGENCY/DEATH (Offender Completes):

In an emergency or death, I direct that my _____, whose name and
(relationship)
 address is _____,
(Name) (Street) (City) (State) (Telephone Number)
 be notified.

Name and Telephone Number of Personal Physician:

Special Medical/Mental Health Needs: To include medications issued at the institution, medication left, prescribed medications to be controlled by facility, medication compliance, etc.

Disposition of Personal Property:

Personal and Release Needs:

2. STATUS (Contract staff Completes):

Component Assigned: _____ Community Corrections _____ Pre-Release _____ Home Confinement _____
 Type of Case (BOP or USPO): _____
 (BOP cases are in custody and subject to removal to a BOP institution)
 Case Manager Assigned: _____

3. SIGNATURES (Contract staff and Offender Completes):

Contract staff Signature

Date & Time

Offender Signature

Date and Time

Record Copy - Facility Director; Copy - CCM

(This form may be replicated via Computer)

CASE NOTES

SECTION A

- A.1 Identify the offender by name and register number.
- A.2 List type case, BOP or USPO case.
- A.3 List offender's assigned component, community corrections, pre-release, or home confinement and special instructions, if any.
- A.4 Indicate offender's release date and how verified.
- A.5 Identify, if applicable, if written notice of VCCLEA and PLRA was done.

SECTION B - Facility adjustment (brief summary)

- B.1 Program plans and time tables;
- B.2 Employment, include job search progress;
- B.3 Educational/vocational participation;
- B.4 Program participation list both current and completed, also indicate when and by whom the pre-release or home confinement component was approved;
- B.5 Disciplinary actions, chronologically list all actions at the CCC (informal resolutions are not to be included);
- B.6 Physical and mental health, including any significant mental or physical health problems, prescribed medication compliance, and any corrective action taken;
- B.7 Financial responsibility plan and current status; and
- B.8 Passes/Furlough (chronologically list all and summarize offender's success).

SECTION C Release planning:

- C.1 When appropriate, staff shall request that the offender to provide a specific release plan that includes address and employment;
- C.2 Staff shall identify available release resources and any particular problem that may be present in release planning.

Have both offender and contract staff sign and date the notes.

URINALYSIS PROCEDURES

URINALYSIS TESTING SPECIFICATIONS

The laboratory must comply with all specifications contained herein and all applicable local, state, and federal law as indicated in 42 CFR Part 493.

Urine samples submitted for testing shall contain the laboratory's required minimum amount of urine, ordinarily 25 milliliters.

If necessary because of litigation, the laboratory must provide a qualified expert witness to testify as to laboratory procedures employed as well as to accuracy and reliability of test results. Additionally, the laboratory must be able to prove chain of custody.

The laboratory must demonstrate a satisfactory intrinsic quality control program and must participate in at least one proficiency testing program conducted by local, state, or federal agencies, or professional groups, and must have demonstrated satisfactory performance in that proficiency testing program for at least the last two years. The laboratory shall provide results of proficiency testing to the contractor, at least annually. CCMS will review these findings during monitoring visits.

Specifications of Methodology.

Sensitivity. The laboratory shall have the capability to detect and identify certain drugs and metabolites by basic screen at minimal levels, or lower, as indicated in the PRIMARY TEST PANEL.

Basic Screening Procedures. All primary initial screen tests will be with Enzyme Multiplied Immunoassay Technique (EMIT)/FDA Approved Methodology Testing as indicated, with the SPECIAL test initial screen being EMIT/FDA Approved Methodology Testing as indicated under the SPECIAL test group. All testing will be performed according to manufactures specifications for all requests and instruments, as in FDA approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted the laboratories modified protocol.

Confirmation of Positive Tests. The approved methods of confirmation of specimens testing positive are listed in both the Primary and SPECIAL test panels above. Confirmation tests must be done on all initial positives. Authorized confirmation methodologies include Thin Layer Chromatography (TLC), High Performance Thin Layer Chromatography (HPTLC), and GC/MS test methodology. No substitutions can be made to the methods. The positive rate of all samples is estimated to be between 6 percent and 7 percent.

Other Requirements. The laboratory must perform the test within 48 hours of receipt. The laboratory will telephonically notify the contractor facility of positive results within 24 hours of the time the test was performed. Urine specimens testing positive must be retained by the laboratory for minimum of 30 days for possible retesting, if requested.

URINALYSIS PROCEDURES**Primary Screen Panel**

DRUG/SUBSTANCE CONFIRMATION	SCREEN METHOD	SCREEN LEVEL	CONFIRMATION METHOD	CUTOFF
Amphetamines Amphetamine Methamphetamine	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	1000 ng/ml	Gas Chromatography or a Certified Comparable Testing Technology	300 ng/ml
Barbiturates Amobarbital Butabarbital Butalbital Pentobarbital Phenobarbital Secobarbital	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	300 ng/ml	Gas Chromatography / Mass Spectrometry or a Certified Comparable Testing Technology	300 ng/ml
Benzodiazepines	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	300 ng/ml	Gas Chromatography or a Certified Comparable Testing Technology	200 ng/ml
Cannabinoids (THC/Marijuana)	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	50 ng/ml	High Performance Thin Layer Chromatography or a Certified Comparable Testing Technology	50 ng/ml
Cocaine Benzoylcegonine	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	300 ng/ml	Gas Chromatography or a Certified Comparable Testing Technology	300 ng/ml
Methadone	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	300 ng/ml	Gas Chromatography or a Certified Comparable Testing Technology	300 ng/ml
Opiates Codeine Hydromorphone Morphine	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	300 ng/ml	Gas Chromatography or a Certified Comparable Testing Technology	300 ng/ml
Phencyclidine	Enzyme Multiplied Immunoassay Technique or a Certified Comparable Testing Technology	25 ng/ml	Gas Chromatography or a Certified Comparable Testing Technology	25 ng/ml

URINALYSIS PROCEDURES

STANDARD PROCEDURES FOR COLLECTING URINE SURVEILLANCE SAMPLES

1. To the extent possible, urine samples should be collected in one or two centralized areas of the facility, (e.g., facility director's office or other private office), by contract staff who are thoroughly familiar with the procedures specified below.
2. Offenders shall be thoroughly searched to detect any device designed to provide a urine substitute or possible contaminant and shall thoroughly wash their hands prior to providing the sample.
3. When the offender reports for testing contract staff shall:
 - Make a positive picture identification of the offender;
 - Collect the sample from the offender;
 - Assign the sample a urine sample identification number;
 - Label the urine bottle with that number and the date, and;
 - Record the number next to the offender's name on the lab slip.
4. Bottles shall be kept under direct contract staff observation and control at all times, both before and after the offender furnishes the urine sample.
5. Two report form lines are provided for each urine sample on the lab form. Ordinarily, to be submitted for testing, bottles shall be full (i.e., 60cc or 2 oz). Once a sufficient sample is provided, contract staff shall ensure that the urine sample identification number on the bottle corresponds to the number assigned to that offender on the lab slip. Contract staff shall then document this verification by initialing the lab slip entry for that offender. Until the lab form is revised to provide a column specifically for initials, initials should be placed in the right most portion of the medication column.
6. The offender shall then be asked to verify the numbers on the bottle and the lab slip and to initial the lab slip to indicate his/her verification. A cover sheet should be used which will permit the offender to view only his/her entries on the lab slip. If the offender refuses, a second contract staff member should make this verification and initial the form.
7. After samples are collected they shall be maintained under direct contract staff observation until moved to a locked area where they may be stored until mailing. This area should be designated by the Urine facility director and shall be accessible to a very limited number of contract staff. Under no circumstances shall offenders have access to this area.
8. All samples shall be mailed to the testing laboratory no later than 72 hours after collection, (excluding holidays).
9. When a positive result is received, and an incident report written, a photocopy of both the slip returned by the lab and the slip listing the offender's name and urine sample identification number (retained at the facility) shall be attached to the incident report and made a part of the disciplinary record. Other offender names will be blocked out of the photocopy.

URINALYSIS PROCEDURESDETECTION PERIODS FOR SELECTED DRUGS

The time periods below are estimates of the maximum lengths of time, after last use, that a person's urine would be positive for a particular drug. These periods also represent the minimum waiting periods between samples on which successive disciplinary actions for the same drug ordinarily may be based. For example, ordinarily at least 30 days must elapse between urine collection dates before disciplinary action may be taken for a second THC positive. The offender could, however, be retested within this 30 day period and disciplinary action could be based on positive results for drugs other than THC.

3 days	Amphetamines Methamphetamine Cocaine Cocaine Metabolite
5 days	Methadone Methadone Metabolite
6 days	Morphine Codeine Opiates Meperidine (Demorol) Pentazocine (Talwin) Propoxyphene (Darvon)
11 days	Barbiturates Phencyclidine (PCP)
14 days	Phenobarbital
30 days	THC

PROHIBITED ACTS AND DISCIPLINARY SEVERITY SCALE
GREATEST CATEGORY

The CDC shall refer all Greatest Severity Prohibited Acts to the DHO with recommendations as to an appropriate disposition.

CODE	PROHIBITED ACTS	SANCTIONS
100	Killing	A. Recommend parole date rescission or retardation.
101	Assaulting any person (includes sexual assault) or an armed assault on B. the institution's secure perimeter (a charge for assaulting any person at this level is to be used only when serious physical injury has been attempted or carried out by an inmate)	Forfeit earned statutory good time or non-vested good conduct time (up to 100%) and/or terminate or disallow extra good time (an extra good time or good conduct time sanction may not be suspended).
102	Escape from escort; escape from a secure institution (low, medium, and high security level and administrative B.1 institutions); or escape from a minimum institution <u>with</u> violence	Disallow ordinarily between 50 and 75% (27-41 days) of good conduct time credit available for year (a good conduct time sanction may not be suspended).
103	Setting a fire (charged with this act in this category only when found to pose a threat to life or a threat of serious bodily harm or in furtherance of a prohibited act of Greatest Severity, e.g. in furtherance of a riot or escape; otherwise the charge is properly classified Code 218, or 329)	<p>C. Disciplinary Transfer (recommend).</p> <p>D. Disciplinary segregation (up to 60 days).</p> <p>E. Make monetary restitution.</p> <p>F. Withhold statutory good time (Note - can be in addition to A through E - cannot be the only sanction executed).</p> <p>G. Loss of privileges (Note - can be in addition to A through E - cannot be the only sanction executed).</p>

		<u>GREATEST CATEGORY (Contd.)</u>
CODE	PROHIBITED ACTS	SANCTIONS
104	Possession, manufacture, or introduction of a gun, firearm, weapon, sharpened instrument, knife, dangerous chemical, explosive or any ammunition	Sanctions A-G
105	Rioting	
106	Encouraging others to riot	
107	Taking hostage(s)	
108	Possession, manufacture, or introduction of a hazardous tool (Tools most likely to be used in an escape or escape attempt or to serve as weapons capable of doing serious bodily harm to others; or those hazardous to institutional security or personal safety; e.g., hack-saw blade)	
109	(Not to be used)	
110	Refusing to provide a urine sample or to take part in other drug-abuse testing	
111	Introduction of any narcotics, marijuana, drugs, or related paraphernalia not prescribed for the individual by the medical staff	
112	Use of any narcotics, marijuana, drugs, or related paraphernalia not prescribed for the individual by the medical staff	
113	Possession of any narcotics, marijuana, drugs, or related paraphernalia not prescribed for the individual by the medical staff	
197	Use of the telephone to further criminal activity.	

CODE	PROHIBITED ACTS	GREATEST CATEGORY (Contd.)	SANCTIONS
198	Interfering with a staff member in the performance of duties. (<u>Conduct must be of the Greatest Severity nature.</u>) This charge is to be used only when another charge of greatest severity is not applicable.		Sanctions A-G
199	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (<u>Conduct must be of the Greatest Severity nature.</u>) This charge is to be used only when another charge of greatest severity is not applicable.		

CODE	PROHIBITED ACTS	HIGH CATEGORY	SANCTIONS
200	Escape from unescorted Community Programs and activities and Open Institutions (minimum) and from outside secure institutions-- <u>without</u> violence.	A.	Recommend parole date rescission or retardation.
201	Fighting with another person	B.	Forfeit earned statutory good time or non-vested good conduct time up to 50% or up to 60 days, whichever is less, and/or terminate or disallow extra good time (an extra good time or good conduct time sanction may not be suspended)
202	(Note to be used)		
203	Threatening another with bodily harm or any other offense		
204	Extortion, blackmail, protection: Demanding or receiving money or anything of value in return for protection against others, to avoid bodily harm, or under threat of informing	B.1	Disallow ordinarily between 25 and 50% (14-27 days) of good conduct time credit available for year (a good conduct time sanction may not be suspended).
205	Engaging in sexual acts		
206	Making sexual proposals or threats to another		
207	Wearing a disguise or a mask		
208	Possession of any unauthorized locking device, or lock pick, or tampering with or blocking any lock device (includes keys), or destroying, altering, interfering with, improperly using, or damaging any security device, mechanism, or procedure	C.	Disciplinary Transfer (recommend).
		D.	Disciplinary segregation (up to 30 days).
		E.	Make monetary restitution.
209	Adulteration of any food or drink	F.	Withhold statutory good time
210	(Not to be used)		
211	Possessing any officer's or staff clothing		

HIGH CATEGORY (Contd.)

<u>CODE</u>	<u>PROHIBITED ACTS</u>	<u>SANCTIONS</u>
212	Engaging in, or encouraging a group demonstration	G. Loss of privileges: commissary, movies, recreation, etc.
213	Encouraging others to refuse to work, or to participate in a work stoppage	H. Change housing (quarters)
214	(Not to be used)	I. Remove from program and/or group activity
215	Introduction of alcohol into BOP facility	J. Loss of job
216	Giving or offering an official or staff member a bribe, or anything of value	K. Impound inmate's personal property
217	Giving money to, or receiving money from, any person for purposes of introducing contraband or for any other illegal or prohibited purposes	L. Confiscate contraband
218	Destroying, altering, or damaging government property, or the property of another person, having a value in excess of \$100.00 or destroying, altering, damaging life-safety devices (e.g., fire alarm) regardless of financial value	M. Restrict to quarters
219	Stealing (theft; this includes data obtained through the unauthorized use of a communications facility, or through the unauthorized access to disks, tapes, or computer printouts or other automated equipment on which data is stored.)	

HIGH CATEGORY (Contd.)

<u>CODE</u>	<u>PROHIBITED ACTS</u>	<u>SANCTIONS</u>
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- 220 Demonstrating, practicing, or using martial arts, boxing (except for use of a punching bag), wrestling, or other forms of physical encounter, or military exercises or drill (except for drill authorized and conducted by staff)
- 221 Being in an unauthorized area with a person of the opposite sex without staff permission
- 222 Making, possessing, or using intoxicants
- 223 Refusing to breathe into a breathalyser or take part in other testing for use of alcohol
- 224 Assaulting any person (charged with this act only when less serious physical injury or contact has been attempted or carried out by an inmate)
- 297 Use of the telephone for abuses other than criminal activity (e.g., circumventing telephone monitoring procedures, possession and/or use of another inmate's PIN number; third-party calling; third-party billing; using credit card numbers to place telephone calls; conference calling; talking in code).
- 298 Interfering with a staff member in the performance of duties. (Conduct must be of the High Severity nature.) This charge is to be used only when another charge of the high severity is not applicable.
- 299 Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (Conduct must be of the High Severity nature.) This charge is to be used only when another charge of high severity is not applicable.

Sanctions A-M

MODERATE CATEGORY

<u>CODE</u>	<u>PROHIBITED ACTS</u>	<u>SANCTIONS</u>
300	Indecent Exposure	A. Recommend parole date

- | | | |
|-----|--|--|
| 301 | (Not to be used) | rescission or
retardation. |
| 302 | Misuse of authorized medication | |
| 303 | Possession of money or currency, unless specifically authorized, or in excess of the amount authorized | B. Forfeit earned statutory good time or non-vested good conduct time up to 25% or up to 30 days, whichever is less, and/or terminate or disallow extra good time (an extra good time or good conduct time sanction may not be suspended). |
| 304 | Loaning of property or anything of value for profit or increased return | |
| 305 | Possession of anything not authorized for retention or receipt by the inmate, and not issued to him through regular channels | |
| 306 | Refusing to work, or to accept a program assignment | B.1 Disallow ordinarily up to 25% (1-14 days) of good conduct time credit available for year (a good conduct time sanction may not be suspended). |
| 307 | Refusing to obey an order of any staff member (May be categorized and charged in terms of greater severity, according to the nature of the order being disobeyed; e.g., failure to obey an order which furthers a riot would be charged as 105, Rioting; refusing to obey an order which furthers a fight would be charged as 201, Fighting; refusing to provide a urine sample when ordered would be charged as Code 110) | C. Disciplinary Transfer (recommend).
D. Disciplinary segregation (up to 15 days). |
| 308 | Violating a condition of a furlough | E. Make monetary |
| 309 | Violating a condition of a community program | restitution. |
| 310 | Unexcused absence from work or any assignment | F. Withhold statutory good time |
| 311 | Failing to perform work as instructed by the supervisor | |
| 312 | Insolence towards a staff member | |

MODERATE CATEGORY (Contd.)

<u>CODE</u>	<u>PROHIBITED ACTS</u>		<u>SANCTIONS</u>
313	Lying or providing a false statement to a staff member.	G.	Loss of privileges: commissary, movies, recreation, etc.
314	Counterfeiting, forging or unauthorized reproduction of any document, article of identification, money, security, or official paper. (May be categorized in terms of greater severity according to the nature of the item being reproduced; e.g., counterfeiting release papers to effect escape, Code 102 or Code 200)	H.	Change housing (quarters).
		I.	Remove from program and/or group activity.
		J.	Loss of job.
315	Participating in an unauthorized meeting or gathering	K.	Impound inmate's personal property.
316	Being in an unauthorized area	L.	Confiscate contraband.
317	Failure to follow safety or sanitation regulations	M.	Restrict to quarters.
		N.	Extra duty.
318	Using any equipment or machinery which is not specifically authorized		
319	Using any equipment or machinery contrary to instructions or posted safety standards		
320	Failing to stand count		
321	Interfering with the taking of count		
322	(Not to be used)		
323	(Not to be used)		
324	Gambling		
325	Preparing or conducting a gambling pool		
326	Possession of gambling paraphernalia		
327	Unauthorized contacts with the public		
328	Giving money or anything of value to, or accepting money or anything of value from: another inmate, or any other person without staff authorization		

MODERATE CATEGORY (Contd.)

CODE	PROHIBITED ACTS	SANCTIONS
329	Destroying, altering or damaging government property, or the property of another person, having a value of \$100.00 or less	Sanctions A-N
330	Being unsanitary or untidy; failing to keep one's person and one's quarters in accordance with posted standards	
331	Possession, manufacture, or introduction of a non-hazardous tool or other non-hazardous contraband (Tool not likely to be used in an escape or escape attempt, or to serve as a weapon capable of doing serious bodily harm to others, or not hazardous to institutional security or personal safety; Other non-hazardous contraband includes such items as food or cosmetics)	
332	Smoking where prohibited	
397	Use of the telephone for abuses other than criminal activity (e.g., conference calling, possession and/or use of another inmate's PIN number, three-way calling, providing false information for preparation of a telephone list).	
398	Interfering with a staff member in the performance of duties. (<u>Conduct must be of the Moderate Severity nature.</u>) This charge is to be used only when another charge of moderate severity is not applicable.	
399	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (<u>Conduct must be of the Moderate Severity nature</u>). This charge is to be used only when another charge of moderate severity is not applicable.	

LOW MODERATE CATEGORY

CODE	PROHIBITED ACTS	SANCTIONS
400	Possession of property belonging to another person	B.1 Disallow ordinarily up to 12.5% (1-7 days) of good conduct time credit available for year (to be used only where inmate found to have committed a second violation of the same prohibited act within 6 months); Disallow
401	Possessing unauthorized amount of otherwise authorized clothing	ordinarily up to 25% (1-14 days) of good conduct time credit available for year (to be used only where inmate found to have committed a third violation of the same prohibited act within 6 months) (a good conduct time sanction may not be suspended).
402	Malingering, feigning illness	E. Make monetary restitution.
403	Not to be used	F. Withhold statutory good time.
404	Using abusive or obscene language	G. Loss of privileges: commissary, movies, recreation, etc.
405	Tattooing or self-mutilation	H. Change housing (quarters).
406	Unauthorized use of mail (Restriction, or loss for a specific period of time, of these privileges may often be an appropriate sanction G) (May be categorized and charged in terms of greater severity, according to the nature of the unauthorized use; e.g., the mail is used for planning, facilitating, committing an armed assault on the institution's secure perimeter, would be charged as Code 101, Assault)	I. Remove from program and/or group activity.
407	Conduct with a visitor in violation of Bureau regulations (Restriction, or loss for a specific period of time, of these privileges may often be an appropriate sanction G)	

LOW MODERATE CATEGORY (Contd.)

<u>CODE</u>	<u>PROHIBITED ACTS</u>	<u>SANCTIONS</u>
408	Conducting a business	J. Loss of job.
409	Unauthorized physical contact (e.g., kissing, embracing)	K. Impound inmate's personal property.
497	Use of the telephone for abuses other than criminal activity (e.g., exceeding the 15-minute time limit for telephone calls; using the telephone in an unauthorized area; placing of an unauthorized individual on the telephone list).	L. Confiscate contraband. M. Restrict to quarters. N. Extra duty. O. Reprimand.
498	Interfering with a staff member in the performance of duties. <u>Conduct must be of the Low Moderate Severity nature.</u>) This charge is to be used only when another charge of low moderate severity is not applicable.	P. Warning.
499	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. <u>(Conduct must be of the Low Moderate severity nature.)</u> This charge is to be used only when another charge of low moderate severity is not applicable.	

NOTE: Aiding another person to commit any of these offenses, attempting to commit any of these offenses, and making plans to commit any of these offenses, in all categories of severity, shall be considered the same as a commission of the offenses itself.]

When the prohibited act is interfering with a staff member in the performance of duties (Code 198, 298, 398, or 498), or Conduct Which Disrupts (Code 199, 299, 399, or 499), the DHO or CDC, in its findings, should indicate a specific finding of the severity level of the conduct, and a comparison to an offense (or offenses) in that severity level which the DHO or CDC finds is most comparable.

Example: "We find the act of _____ to be of High severity, most comparable to prohibited act Engaging in a Group Demonstration."

Sanction B.1 may be imposed on the Low Moderate category only where the inmate has committed the same low moderate prohibited act more than one time within a six-month period except for a VCCLEA inmate rated as violent or a PLRA offender.

EXPLANATION OF TERMS

AVERAGE MONTHLY POPULATION (AMP) - The contractor adds the days invoiced on the monthly bill for three consecutive months and divides by three to determine the AMP.

BUREAU OF PRISONS (BOP) - A component of the Department of Justice responsible for federal offenders sentenced to a term of imprisonment.

BOP INTERNET HOME PAGE - www.bop.gov

CALIFORNIA TECHNICAL BULLETINS - The California Bureau of Home Furnishings and Thermal Insulation enforces California statutes and regulations governing upholstered furniture, bedding, and thermal insulation industries.

The bulletins referenced in the SOW are published by the California Bureau of Home Furnishings and Thermal Insulation. The Bureau of Home Furnishings and Thermal Insulation bulletins are available by contacting the following address: 3485 Orange Grove AVE; North Highlands, California, 95660; (916) 574-2041.

COMMUNITY CORRECTIONS CENTER (CCC) - The location in which the Contractor's programs are operated; also called facility, center, community treatment center (CTC), or a halfway house. A CCC is considered a penal or correctional facility.

COMMUNITY CORRECTIONS MANAGER (CCM) - The BOP employee responsible for all functions, programs and services related to Community Corrections within a judicial district(s).

COMMUNITY CORRECTIONS MANAGEMENT CENTER ADMINISTRATOR (MCA) - The BOP employee who supervises the CCM. The MCA exercises responsibility for Community Corrections operations and programs within a geographical area originally covering more than one CCM office.

COMMUNITY CORRECTIONS REGIONAL ADMINISTRATOR (CCRA) - The BOP employee responsible for all Community Corrections functions, services and operations within a region.

COMMUNITY CORRECTIONS REGIONAL SAFETY SPECIALIST (CCRSS) - a BOP staff member responsible for contract compliance with county, city, state, federal and national safety policies.

COMPREHENSIVE SANCTIONS CENTER (CSC) - The location in which the Contractor's programs are operated; also called facility or a halfway house. A CSC is considered a penal or correctional facility.

CONTRABAND - Contraband will be considered anything not authorized for retention by the facility rules and regulations or not issued by authorized staff.

CONTRACT AWARD - The date the Contracting Officer signs the contract.

CONTRACT EMPLOYEE - Contract employee means individuals hired by the contract to perform the services required by the SOW. The terms contract employee, employee, staff and contract staff are used interchangeably throughout this document.

CONTRACT OVERSIGHT SPECIALIST (COS) - The BOP employee who, under the direction of the CCM, inspects and monitors contract compliance.

CONTRACTING OFFICER (CO) - A BOP employee with the authority to enter into, administer, negotiate, award, cancel and/or terminate contracts, and make related determinations and findings on behalf of the United States Government.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - A BOP employee ordinarily a CCM, designated in writing by a CO to act as an authorized representative in monitoring and administering a contract. Acts as technical liaison between the Contractor and the CO. (See Section G of the solicitation for an expanded outline of these authorities and responsibilities.)

CONTRACTOR - The individual, partnership, corporation or other legal entity who has been awarded a contract by the BOP. ("contractor employees," "staff," "provider" and "contractor" are used interchangeably throughout this document.) All staff from the Chief Executive Officer (CEO) level to line staff are included.

DISABILITY - Person with a disability has a permanent physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is perceived as having such an impairment.

DISCIPLINE HEARING OFFICER (DHO) - A BOP employee responsible for conducting fact-finding hearings covering alleged acts of misconduct and violations of prohibited acts including those acts which could result in criminal charges.

EMERGENCY - Any significant disruption (e.g., adverse weather, bomb threat, disturbances, escape, fire, hostage, work or food strike, etc) of normal facility procedures, policy or activity.

ELECTRONIC MONITORING EQUIPMENT - Equipment which monitors a federal offender's compliance with the CCC Electronic Monitoring Program's conditions. The program has a system of accounting for an offender at all times, including verification of activities, reporting of tardiness and/or absences from required services or activities, as well as other program violations.

HOME CONFINEMENT - Home Confinement is a generic term used to cover all circumstances in which a federal offender is required to remain at home during non-working hours of the day.

INDIGENT - Indigent is a condition an offender experiences when they are physically or mentally disabled and impoverished to the point that they are temporarily unable to earn money. Participation in the CCC should remedy this situation and assist the offender in becoming self-sufficient.

INMATE - (see resident)

INVESTIGATING OFFICER. Refers to the disciplinary process. The term Investigating Officer refers to an employee of supervisory level who conducts the investigation concerning alleged charge(s) of offender misconduct. The Investigating Officer may not be the employee reporting the incident, or one who was involved in the incident in question.

LIFE CONNECTIONS PROGRAM - A program to foster personal growth and responsibility and to right the relationships among the victim, the community and the inmate. The program will use the inmate's faith commitment to bring reconciliation and restoration. Participants will be helped to take responsibility for their criminal behavior. Faith groups in the community at the inmate's release destination will be asked to volunteer as support groups for the inmate participants upon release to a CCC.

NFPA, NATIONAL FIRE PROTECTION ASSOCIATION - The National Fire Protection Association (NFPA), headquartered in Quincy, Massachusetts, USA, is an international, nonprofit, membership organization founded in 1896 to protect people, their property and the environment from destructive fire. The mission of NFPA, which was organized in 1896, is to reduce the burden of fire on the quality of life by advocating scientifically based consensus codes and standards, research and education for fire and related safety issues.

The codes referenced in the SOW are available by contacting NFPA at the following address: 1 Batterymarch Park Quincy, MA 02269-9101 USA Telephone: (617) 770-3000 Fax: (617) 770-0700; Customer Sales Department at 800-344-3555; Internet Home Page: NFPA.ORG

OSHA, OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION - regulates occupational safety and health standard which requires conditions, or the adoption or use of one or more practices, means, methods, operations, or processes, reasonably necessary or appropriate to provide safe or healthful employment and places of employment.

OFFENDER - (see resident)

OFFEROR - The individual, partnership, corporation or other legal entity who submits a proposal in response to the BOP's needs outlined in a solicitation.

PROGRAM STATEMENT (P.S.) - A BOP written directive that establishes policy procedures in a given area. (Available on BOP Internet web page.)

PRELIMINARY SITE INSPECTION - One BOP scheduled, on-site inspection of the offeror's facility and location (place of performance) for evaluating the proposed site.

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.

PRE-TRIAL DEFENDANT - ordinarily means a person awaiting trial, being tried, or awaiting a verdict. The term "pre-trial inmate" also includes a person awaiting sentence after having pleaded or been found guilty when the BOP has not received notification of conviction.

PRE-TRIAL SERVICES OFFICER (PSO) - An officer of the federal court responsible for supervising federal defendants, before trial or sentencing, as directed by the federal court. PSOs are more common in large metropolitan areas. U.S. Probation Officers (USPOs) function in the capacity of a PSO in most judicial districts. The terms USPO and PSO may be used interchangeably throughout this document about pre-trial service defendant responsibilities.

PRISON LITIGATION REFORM ACT (PLRA) - For the purpose of this SOW, the CCM will identify PLRA case to the contractor with specific instructions. Specific requirements are outlined in the chapters on Programs and Discipline.

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.

REGIONAL TRANSITIONAL DRUG ABUSE TREATMENT COORDINATOR (REGIONAL T-DATC) - The BOP employee who is responsible for placing offenders in Transitional Drug Abuse Treatment (TDAT), procuring treatment, monitoring treatment providers, certifying bills, ensuring quality control, and performing liaison activities among federal institutional programs, U.S. Probation, and contract community treatment providers.

REGISTERED DIETICIAN (RD) - RD means that a person has completed academic and experience requirements established by the Commission on Dietetic Registration, the credentialing agency for American Dietetic Association (ADA).

RESIDENT - federal inmate, inmate, prisoner or offender. The terms resident, inmate, prisoner and offender are used interchangeably throughout this document.

ROUTINE MONITORING - The BOP's scheduled and unscheduled, on-site inspection visits to the Contractor's facility to evaluate performance.

Facilities with an average daily population of federal offenders of 15 or fewer, there will be at least one full monitoring and at least two unannounced interim monitoring visits every 18 months.

Facilities with 16 to 30 federal offenders will have at least one full monitoring and at least two unannounced interim monitoring visits every 12 months.

Facilities with 31 or more federal offenders will have at least one full and three unannounced interim monitoring visits every twelve months.

TYPES OF OFFENDERS - The BOP places several types of offenders in a CCC. There are many variables which determine the type and how an offender is placed and programed in a CCC. To avoid confusion, the contractor should consider two broader categories, BOP and USPO cases. It is important to understand which case the offender is assigned because of the differences in programing. The CCM will provide direction in this regard.

Confinement of all BOP cases are reimbursable. Confinement of USPO cases are reimbursable except pre-trial defendants. The CCM can answer questions regarding reimbursable offenders.

a. Condition of Supervision Placement. Offenders under conditions of probation or supervision by the Court, or parole or mandatory release supervision by the U.S. Parole Commission may be ordered to reside in a CCC for a period of time. These placements are USPO cases.

b. Community Confinement. Community Confinement offender is under custody and a BOP case who resides in a CCC and participates in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility approved programs as a condition of supervised release or probation.

c. Intermittent Confinement. Intermittent Confinement offender is under custody and a BOP case who resides in a CCC during nights, weekends, or other intervals.

d. Institution Transfers. Institution transfer is a BOP case who has transferred from a federal institution and is completing the last portion of their sentence.

UNIVERSAL PRECAUTIONS - as defined by Centers for Disease Control and Prevention (CDC), Department of Health and Human Services, are a set of precautions designed to prevent transmission of human immunodeficiency virus (HIV), hepatitis B virus (HBV), and other blood borne pathogens when providing first aid or health care. Under universal precautions, blood and certain body fluids of all patients are considered potentially infectious for HIV, HBV and other blood borne pathogens.

U.S. PROBATION OFFICER (USPO) - An officer of the United States District Court responsible for supervising USPO federal offenders.

VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT (VCCLEA) - For the purpose of this SOW, the CCM will identify VCCLEA case to the contractor with specific instructions. Specific requirements are outlined in the chapters on Programs and Discipline.

