



**U.S. Department of Justice**  
Federal Bureau of Prisons

**C H A N G E   N O T I C E**

OPI            RSD/RRM  
NUMBER    7300.09, CN-4  
DATE        March 25, 2025

## **Community Corrections Manual**

/s/

*Approved:* Kathleen Toomey  
Associate Deputy Director, Federal Bureau of Prisons

This Change Notice (CN) implements a change to Program Statement 7300.09, **Community Corrections Manual**, dated January 12, 1998. This CN removes the word “gender” and replaces it with the word “sex,” pursuant to President Trump’s Executive Order, dated January 20, 2025, titled *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (Defending Women)*. The deletion is marked with a ~~strikethrough~~. The addition is **highlighted** and inserted into the policy.

### **Attachment 4-7: COMMUNITY CORRECTIONS CENTER FULL MONITORING INSTRUMENT**

#### **ADMINISTRATION AND ORGANIZATION**

\_\_\_\_ 18. Does the contractor conduct searches of the facility and personal belongings of residents, to include automobile searches, at a minimum of once per month? Does the contractor conduct pat searches? Do contractor staff only conduct strip searches with the approval of the director, and then, by the same ~~gender~~ **sex** staff and with two staff members present? Is the basis for and results of the strip search documented?



**U.S. Department of Justice**  
Federal Bureau of Prisons

## CHANGE NOTICE

OPI: RSD/RSB  
NUMBER: 7300.09, CN-3  
DATE: August 1, 2016

# Community Corrections Manual

/s/

*Approved:* Thomas R. Kane  
Acting Director, Federal Bureau of Prisons

This Change Notice (CN) implements a change to Program Statement 7300.09, **Community Corrections Manual**, dated January 12, 1998. This CN removes the requirement of subsistence collection for any resident while on Home Confinement. The new language is **highlighted**.

Attachment 4-7, p. 15: The subsistence payment checklist item now reads:

Unless granted a waiver by the CCM, are all residents **(except those on home confinement)** held responsible for subsistence payments?

Attachment 4-7, p. 22: The checklist item “Does the contractor collect subsistence from a resident on Home Confinement? (the weekly subsistence collected shall not exceed the per diem rate established for Home Confinement times seven.)” is removed.

Section 5.13.1, Offender Subsistence Collection, paragraph 2: The following language is added:

**Additionally, any inmate who transfers to the home confinement component of the program is not required to pay subsistence.**



U.S. Department of Justice  
Federal Bureau of Prisons

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# Change Notice

**DIRECTIVE AFFECTED:** 7300.09  
**CHANGE NOTICE NUMBER:** 02  
**DATE:** 5/19/99

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1. **PURPOSE AND SCOPE.** To add sections on the Cost of Incarceration Fee, Sexual Abuse/Assault Prevention and Intervention, and Volunteer Use in Community-Based Programs as well as to add the Tracking Juvenile Designations form to Chapter 5 of the Community Corrections Manual and to make a variety of other more minor changes to Chapters 5 and 6 as detailed below.

2. **SUMMARY OF CHANGES IN CHAPTER 5**

a. In both Chapters 5 and 6, changes have been made in accordance with the Bureau's clear writing initiative. Increased use of BOPNet GroupWise system for making official notifications has also been added throughout this change notice.

b. In section 5.1, paragraph 6, a designation is not done when requested by the U.S. Marshals Service if the sentence has been completed.

c. In section 5.1, paragraph 9, during the designation process, prior sentence computations are to be reviewed along with the 129s and Presentence Investigations.

d. In section 5.1, paragraph 12, if background information has not been completed, the inmate must be designated to at least a LOW security facility.

e. In section 5.1.2, community corrections staff must obtain a verbal report related to offense conduct and institutional adjustment from a state employee on state inmates being designated for service of a federal sentence.

f. In sections 5.1.3 and 5.1.4, directions on maintaining documentation regarding voluntary surrenders and appeals were

added.

g. In section 5.2.2.b, when an inmate is rejected for CCC placement, the CCM must consider placement in U.S. Probation Office's electronically monitored home confinement program.

h. In section 5.6.2.a.(2), minor changes were made regarding escape notification procedures.

i. In section 5.6.2.a.(8), minor changes were made regarding maintenance and documentation of escape related information.

j. In section 5.6.2.c(1), new information was added regarding coordination of apprehension efforts between the CCM, USMS, and contractor.

k. In section 5.8, clarification is added to the VCCLEA procedures regarding prohibited acts.

l. In section 5.8.3, a misconduct report on a VCCLEA violent or PLRA inmate may be referred to a DHO certified CCM staff member in offices with an unusually high number of incident reports.

m. In section 5.11, information was added regarding the transfer of inmates and notification of victims and witnesses.

n. In section 5.12.2, information was added regarding notification procedures for hospitalized inmates and general direction given related to precertification of treatment.

o. In section 5.14.4.a, dollar amounts of court assessments were removed.

p. Section 5.14.5, Cost of Incarceration Fee (COIF), was added.

q. Section 5.16, reference to Sexual Abuse/Assault Prevention and Intervention procedures was added.

r. Section 5.17, Use of Volunteers in Community-Based Programs, was added.

s. Attachment 5-1, the CCM Designation Log, was revised.

t. Attachment 5-1a, Tracking Juvenile Designations, was added.

### **3. SUMMARY OF CHANGES IN CHAPTER 6**

a. In section 6.1.1.d, files for direct court commitments must now contain an inmate discipline record.

- b. In section 6.1.2.d, the files for condition of supervision placements must now contain a SENTRY Sentence Computation.
- c. In section 6.1.3.c, community confinement case files must now contain a SENTRY Sentence Computation.
- d. In section 6.1.4, intermittent confinement case files must now contain the Designation Request and the SENTRY Sentence Computation.
- e. In section 6.1.5, for institution transfer files, it is now stipulated that some material is a copy while other material should be the original document.
- f. Section 6.3, SENTRY Applications, has been reorganized. In section c, inmate movement is loaded the same day or the next working day if the movement was after business hours.
- g. In section 6.3.7, the name of the Transitional Services Program has been changed to Community Transitional Drug Abuse Treatment.
- h. In section 6.4.1.a, for supervision violators, prior sentence computations must be reviewed to identify over-served time.
- i. In section 6.4.5.d, information on the award and deduction of Good Conduct Time was deleted. Language requiring immediate entry of disallowance and sentence recalculation was added as well as a statement directing staff how to document institution actions.
- j. In section 6.4.5.e, the inmate and contractor must be notified of revised release dates.
- k. In section 6.4.6.a, language was added directing staff to update the sentence computation before an inmate is released and to add remarks explaining any discrepancy between actual and statutory release dates.
- l. In section 6.4.6.c, including a copy of the "satisfaction display," for all cases is now required.
- m. In section 6.4.6.d, the reason for early termination of supervision cases is now to be noted in the computation remarks section.

4. **TABLE OF CHANGES**

Remove

Insert

Table of Contents pages 5-8

Table of Contents pages 5-8

Chapter 5

Chapter 5

Attachment 5-1

Attachment 5-1

Attachment 5-1a

Chapter 6

Chapter 6

5. **ACTION.** File this Change Notice in front of PS 7300.09, the Community Corrections Manual.

/s/  
Kathleen Hawk Sawyer  
Director



**U.S. Department of Justice**  
Federal Bureau of Prisons

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# **CHANGE NOTICE**

**DIRECTIVE AFFECTED:** 7300.09

**CHANGE NOTICE NUMBER:** 01

**DATE:** 7/22/98

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1. PURPOSE AND SCOPE. To add procedures in Chapter 5 for discipline actions under the Violent Crime Control and Law Enforcement Act of 1994 (VCCLEA) and the Prison Litigation Reform Act of 1995 (PLRA) and make a minor change to Chapter 6 regarding file maintenance.

2. SUMMARY OF CHANGES.

a. A section has been added to Chapter 5, **SPECIAL DISCIPLINE PROCEDURES FOR VCCLEA INMATES IN NON-FEDERAL FACILITIES**. Special considerations apply to good conduct time applications for all Federal inmates:

- # serving more than one year,
- # housed in state and other long-term boarder contract facilities, and
- # identified as receiving a sentence under the provisions of VCCLEA and/or PLRA.

The following two attachments have been added to Chapter 5:

# 5-3.a. Notification to Inmates Sentenced under VCCLEA and/or PLRA

# 5-3.b. Notification to Contract Facility Director/Warden of VCCLEA and/or PLRA Mandated Reporting Requirements for Prohibited Acts

b. In Chapter 6, under the File Maintenance and Disposal section, the requirement for the Judgement and Commitment Order to be certified is removed for condition of supervision and community confinement placements.

3. TABLE OF CHANGES

Remove

Insert

Chapter 5 Pages 21 and 22  
Attachment 5-3a Attachment 5-3b  
Chapter 6 Pages 3 - 6

Chapter 5 Pages 21 - 22B  
Chapter 6 Pages 3 - 6A

4. ACTION. File this Change Notice in front of PS 7300.09, the  
Community Corrections Manual.

/s/  
Kathleen Hawk Sawyer  
Director



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# Change Notice

**DIRECTIVE AFFECTED:** 7300.09  
**CHANGE NOTICE NUMBER:** 7300.09  
**DATE:** 1/12/98

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1. PURPOSE AND SCOPE. To highlight the most significant changes in the revised **Community Corrections Manual**. The previous Manual was issued in 1991 and was updated by eight Change Notices. This complete reissuance:

# removes information in the Preface to Chapter 1 and reorganizes Chapter 1,

# replaces Chapter 4 on Contracting,

# removes from Chapters 4 and 5 requirements for forms R-84 and I-12, since the FBI no longer requires those forms,

# makes changes to attachments and references to Program Statements in the Discipline section of Chapter 5 on Case Management,

# assigns responsibility for performing a full audit of the sentence computation prior to an inmate's transfer to a CCC to the institution Inmate Systems Manager in Chapter 6,

# replaces Chapter 7 on Financial Management,

# accomplishes the required conversion from WordPerfect 5.1 to WordPerfect 6.1., changes the numbering of the manual, and updates all references to Program Statements.

Other editorial improvements have been made throughout the Manual.

2. SUMMARY OF CHANGES IN CHAPTER 4

- a. The Community Corrections Regional Administrator is given the option of waiving Pre-occupancy inspections for incumbent contractors. This option will enhance cost containment procedures by reducing CC staff travel expenses.
- b. The term mandays has been changed to inmate-days.
- c. Duplicate contract files maintained by the Management Center Administrator are eliminated.
- d. New inspection procedures and monitoring schedules for U.S. Marshals Service (USMS) "Piggyback" jail contracts are established. Suitability inspections will be conducted with the USMS prior to inmate placements. In addition, CC staff will participate in a joint monitoring with USMS staff once every three years. A copy of all USMS monitoring reports will be maintained in the contract file. This change will result in a significant cost savings to the Bureau.
- e. Requests to exercise option years are to be submitted via electronic means.
- f. The address of contact for FOI inquiries about existing contracts has been changed.
- g. Requests for contract action for all new or replacement contracts should be received by the contracting officer 14 months prior to beginning performance. This will give the contractor 120 days to begin performance rather than the current 60 days.
- h. Accounting codes have been updated.
- i. COS may now contact the CO by BOPNet GroupWise E-mail when inquiring about the status of a particular contract.
- j. Pre-site inspection requests can now be requested via BOPNet GroupWise e-mail.
- k. Past performance is added as an evaluation criteria in the solicitation and under the Evaluation Panel's general instructions.

1. The CCRA may postpone a full monitoring with justifiable cause; however this postponement should not exceed 30 days. Additionally the CCM may request the CCRA to waive an interim review when determined to be in the best interest of the Bureau of Prisons.
- m. Documentation of contractor training initiated by the CCM need only be maintained in the local contract file thereby eliminating the need for MCA duplication.
- n. New procedures concerning the reporting and investigation of integrity issues in Bureau contract facilities are incorporated.
- o. References to FBI Form I-12, Wanted Flash Cancellation Notice and FBI Form R-84, Final Disposition Notice have been deleted from Attachment 4-7.

### 3. SUMMARY OF CHANGES IN CHAPTER 5

- a. In the Discipline section, the CCC Prohibited Acts attachment has been deleted, and the Chapter now refers staff to three related tables in the Program Statement on **Inmate Discipline and Special Housing Units**.
- b. In the Central Inmate Monitoring System section, the requirement for CCMs to monitor uncommitted separation cases in their districts has been deleted.
- c. In the section on Referrals for Institution Transfer to CCCs, CCC referral log requirements have been clarified to indicate the log can reflect the "name of the referral CCC" or the CCC location code.
- d. References to FBI Form I-12, Wanted Flash Cancellation Notice and FBI Form R-84, Final Disposition Notice have been deleted from the Release Forms and Report Distribution section.

e. Reference to the procedure for immigration detainees with supervision has been deleted from the section on Release Forms and Report Distribution.

4. SUMMARY OF CHANGES IN CHAPTER 7

a. Descriptions of the budget process and budget reports are streamlined.

b. The sections on budget projection and accruals contain new procedures. Some information in these areas is now located in the **Community Corrections Technical Reference Manual**.

c. Travel and purchasing procedures are updated.

d. Accounting and contract codes are updated. Most of the related technical information is now in the **Community Corrections Technical Reference Manual**.

e. All seven attachments are replaced by the **Region Annual Budget Plan** and **CCM Budget Projections** attachments.

5. ACTION. File this Change Notice in front of the **Community Corrections Manual**.

/s/

Kathleen M. Hawk

Director



# Program Statement

**OPI:** CCD  
**NUMBER:** 7300.09  
**DATE:** 1/12/98  
**SUBJECT:** Community Corrections  
Manual

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1. **PURPOSE AND SCOPE.** To operate community-based corrections for offenders who are reintegrating into communities and require more supervision than traditional probation or parole, or who need an alternative to incarceration. Community corrections is also responsible for managing Federal offenders confined in non- Bureau facilities. Most Bureau community corrections programs are implemented through contracts and agreements with private service providers and with state or local governments.

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

a. A variety of community-based correctional services and programs will be available for offenders.

b. Contracts and budgets for community-based services and programs will be effectively managed.

c. Offenders in community programs will receive appropriate supervision.

d. The public will be protected from undue risk.

e. Offenders in community programs will be provided safe living environments.

f. Eligible inmates in community programs will have opportunities for work experiences to develop positive skills, knowledge, and work habits.

g. Inmates will be able to participate in specialized community programs such as drug, alcohol, and mental health counseling and services.

h. Positive relationships, family values, and mutual support and nurturing will be promoted and reinforced among inmates, their spouses and their children.

i. Eligible inmates will have the opportunity to develop and maintain supportive and nurturing relationships with their families through participation in their religious communities.

j. Use of intermediate punishments will contribute to proactive management of the Bureau's population.

k. Effective partnerships with governmental and private agencies, as well as the general public, will be established and maintained.

3. STANDARDS REFERENCED. Applicable standards are referenced in individual directives referenced in the Manual.

4. DIRECTIVES AFFECTED

a. Directive Rescinded

PS 7300.08                      Community Corrections Manual (4/1/91)

b. Directives Referenced

PS 1010.02                      Staff Meetings (1/31/95)

PS 1170.05                      BOP Facts (9/4/96)

PS 1210.14                      Management Control and Program Review  
(10/6/94)

PS 1280.10                      Justice Telecommunications System (JUST),  
National Crime Information Center (NCIC), and  
National Law Enforcement Telecommunications  
System (NLETS), Users Guide (4/19/96)

PS 1351.04                      Release of Information (12/5/96)

PS 1380.05                      Special Investigative Supervisors Manual  
(8/1/95)

PS 1400.04                      Contact with other Agencies and Organizations  
(9/9/96)

PS 1480.03 News Media Contacts(10/7/94)  
PS 1490.03 Victim and Witness Notification (12/14/94)  
PS 3420.08 Standards of Employee Conduct (3/7/96)  
PS 3906.16 Employee Development Manual (3/21/97)  
PS 4100.03 BOP Acquisitions (9/16/96)  
PS 4400.03 Property Management Manual (2/27/96)  
PS 5040.04 FBI Forms, Submission to the FBI (3/3/94)  
PS 5070.10 Responses to Judicial Recommendations and  
U.S. Attorney Reports (6/30/97)  
PS 5100.06 Security Designation and Custody  
Classification Manual (6/7/96)  
PS 5130.05 Detainers and the Interstate Agreement on  
Detainers (2/10/94)  
PS 5140.28 Unescorted Transfers and Voluntary Surrenders  
(12/9/96)  
PS 5160.03 Designation of State Institution for Service  
of Federal Sentence (9/29/94)  
PS 5180.04 Central Inmate Monitoring System (8/16/96)  
PS 5270.07 Inmate Discipline and Special Housing Units  
(12/29/87)  
PS 5326.03 Marriages of Inmates (10/29/93)  
PS 5330.10 Drug Abuse Programs Manual, Inmate (5/25/95)  
PS 5380.03 Cost of Incarceration Fee (COIF) (6/2/95)  
PS 5550.05 Escape from Extended Limits of Confinement  
(3/27/96)  
PS 5553.05 Escapes/Deaths Notification (9/17/97)  
PS 5800.07 Inmate Systems Management Manual (12/24/91)  
PS 5800.11 Central File, Privacy Folder and Parole  
Commission Mini-Files (9/8/97)  
PS 5873.05 Release Gratuities, Transportation, and  
Clothing (9/14/96)  
PS 5880.28 Sentence Computation Manual (CCCA of 1984)  
(2/21/92)  
PS 5880.30 Sentence Computation Manual.(Old Law, Pre-  
CCCA of 1984) (7/16/93)  
PS 6000.05 Health Services Manual (9/15/96)  
PS 6080.01 Autopsies, Authority to Order (5/27/94)  
PS 7010.05 Interagency Agreement between the U.S. Bureau  
of Prisons (BOP) and U.S. Marshals Service  
(USMS) (12/6/93)  
PS 7310.03 Community Corrections Center (CCC)  
Utilization and Transfer Procedure (3/25/96)

PS 7430.01 Drug Treatment Services, Community  
Transitional for Inmates (1/20/95)

TRM 5301.01 SENTRY Education (6/1/94)

TRM 5801.01 SENTRY Sentence Monitoring (6/1/94)

TRM 5802.01 SENTRY General Use (6/1/94)

TRM 7000.01 Community Corrections (6/3/96)

TRM 4101.02 Procurement (6/18/97)

5. ACTION. Community corrections staff shall conduct operations and programs in accordance with policies and procedures in this Manual.

Kathleen M. Hawk

/s/

Director

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## **CHAPTER 1 - MISSION AND ORGANIZATION**

### **1.1 INTRODUCTION**

Community corrections has grown in complexity and scope throughout the last decade. One aspect of this growth is evidenced by the increase in Federal offenders housed in non-Federal facilities. In addition, innovative programs such as community-based drug treatment and sanction centers have been established or expanded.

Staff members must be skilled in a number of areas to accommodate the various demands of the community corrections field. Contract development and administration, inmate management, public relations, personnel management, financial management and project management are all areas in which staff must be proficient.

### **1.2 MISSION STATEMENT**

The mission of community corrections is to provide programs and facilities for Federal offenders serving their sentences in non-Bureau facilities, and to play an instrumental role in designating Bureau and non-Bureau facilities for placement of offenders. Community corrections staff:

! Develop and manage contract residential resources that provide:

- (1) pre-release assistance for inmates who are nearing their release date,
- (2) an option to institutional confinement for certain short-term offenders and,
- (3) a structured environment for certain probationers, parolees, and supervised releasees who need more assistance and supervision than can be provided by community supervision.

! Develop and manage contract resources that provide secure confinement for:

- (1) all sentenced Federal juvenile offenders,
- (2) long-term Federal inmates confined in non-Federal institutions, and
- (3) detention of Federal offenders serving short sentences.

! Develop and maintain working relationships with U.S. District Courts, the U.S. Marshals Service (USMS), the U.S. Parole Commission, U.S. Attorneys, and state and local



#### 1.4 STAFF POSITIONS

**Community Corrections Administrator.** The Administrator develops and coordinates policy and provides general oversight for all Community corrections activities.

**Community Corrections Regional Administrator (CCRA).** Under the direction of the Regional Directors, CCRA's are responsible for all community corrections functions, services and operations within their respective regions.

**Management Center Administrator (MCA).** Under the direction of the CCRA, the MCA is responsible for a Correctional Management Center (CMC), which generally comprises two to three community corrections field offices.

**Community Corrections Manager (CCM).** CCMs operate under the direction of the MCAs and are responsible for all functions, programs and services related to community corrections in their assigned judicial districts. CCMs are also responsible for providing supervision and guidance to staff assigned to the community corrections field offices.

**Community Corrections Contract Oversight Specialist (COS).** Contract Oversight Specialists oversee contract facilities through routine contact, correspondence review, announced and unannounced on-site monitorings and technical assistance visits.

**Community Corrections Trainee (Community Corrections Specialist Trainee).** The Trainee position is a developmental one, designed to prepare the incumbent for reassignment to a Community Corrections Manager or Contract Oversight Specialist position. Ordinarily, Trainee positions are found in CCM offices that are co-located with an MCA office.

**Community Corrections Regional Safety Specialist (CCRSS).** The CCRSSs are a technical experts on all matters related to Life-Safety Code requirements and other safety issues. The CCRSSs provide training and guidance in this area to community corrections and contract staff within their respective regions.

**Community Corrections Regional Inmate Systems Management Specialist (CCRISM).** The CCRISM provides technical assistance on matters related to Inmate Systems applications as well as trains and guides community corrections and contract staff within their respective region.

**Case Manager.** The individual assigned to this position ordinarily has responsibility for all community corrections office case management functions including but not limited to designations, disciplinary reports, referrals and requests involving participation in community programs and special activities.

**Legal Instruments Examiner (LIE).** This position is responsible for numerous inmate management functions including computing inmate sentences, updating SENTRY, and providing expertise regarding the structure and legality of offender sentences.

**Community Corrections Specialist.** This position may be created to accommodate an individual office's unique staffing needs.

**Community Corrections Administrative Assistant.** The individual assigned to this position organizes and maintains daily office operations by providing clerical and administrative support to either the Region, MCA, or CCM office staff. This position requires knowledge of fiscal management procedures, contract specifications, contractor bill certification, supply maintenance and travel voucher preparation.

**Transitional Services Manager (TSM).** The TSM establishes and administers community-based substance abuse treatment services for inmates residing in the community.

**Transitional Services Specialist (TSS).** The TSS, under the direction of the TSM or the CCRA, monitors the progress of offenders participating in drug treatment during the period of community programming. The TSS may also process referrals, assist with budget oversight, monitor treatment providers, and serve as liaison to the Bureau's institutional drug treatment programs.

#### 1.5 PROFESSIONALISM (Code of Ethics)

Community corrections staff are highly specialized professionals. All employees must maintain the highest standards of conduct and act in accordance with written requirements and guidelines as detailed in the Program Statement on **Standards of Employee Conduct**. Furthermore, staff conduct should build public confidence in the Bureau's ability to carry out its mission.

Accordingly, staff shall avoid not only misconduct, but also the appearance of misconduct. Community corrections staff must be particularly sensitive in their relationships with contract service providers. A cooperative, professional relationship between community corrections staff and contractors is expected, but staff must also ensure those relationships do not develop to the point that even the appearance of improper conduct or conflict of interest can be asserted.

## **CHAPTER 2 - PUBLIC RELATIONS**

### **2.1 FEDERAL FAMILY**

A major duty of CCMs is to establish and maintain rapport with Federal agencies including the Courts, the U.S. Probation Service, the U.S. Marshals Service (USMS), the Federal Bureau of Investigation (FBI), U.S. Attorneys Offices, Federal institutions, and others. CCMs must periodically visit these agencies to provide general information on Bureau programs and services and keep them abreast of Bureau activities. See the Program Statement on **Contacts with other Agencies and Organizations**.

#### **2.1.1. Federal Courts**

It is a **major responsibility** of CCMs to regularly advise Federal courts of services and programs available to inmates and of relevant changes in Bureau policies and procedures. There are a variety of ways to accomplish this high-priority task. CCMs are expected to schedule visits with members of the judiciary. The CCM can coordinate with Chief U.S. Probation Officers (USPOs) to attend district judges's meetings and arrange periodic informal visits with judges and magistrates. CCMs serve as a link between judges and Federal Wardens by inviting and escorting judges to Community Corrections Centers (CCCs) and Federal institutions, and encouraging judicial participation in Bureau conferences and activities.

#### **2.1.2. U.S. Probation Office**

It is essential that CCMs and COSs develop close working relationships with USPOs in their assigned areas. Joint endeavors with probation offices include visits to, and monitoring of contract programs, joint participation in training at institutions and contractor training sessions, pre-release meetings, CCC staff meetings, Bureau and probation training conferences, etc.

CCMs should encourage USPOs to make use of CCC programs for probationers, parolees and mandatory releasees who are having difficulty functioning under supervision.

Also, CCMs are to encourage USPO support in utilizing CCCs as a sentencing option for Federal court commitments.

Good working relationships with probation officers are also important in the areas of designations, the Transitional Services program, CCC/Comprehensive Sanction Center program improvement and accountability, CCC options for potential supervision cases, and for sharing information concerning the community adjustment of CCC residents.

#### 2.1.3. **Bureau Institutions**

Close relationships must be maintained among community corrections staff, Wardens and their staff. The community corrections office often serves as a basic link among Federal Courts, U.S. Probation Offices, and Bureau institutions.

CCMs serve as a knowledgeable resource to Bureau institutions concerning community corrections resources available to offenders. CCMs should schedule regular visits to Bureau institutions in their geographical areas of responsibility. Not only should CCMs attend inmate pre-release meetings, but also they should also schedule meetings with appropriate staff to keep them advised of contract resources, particular program initiatives, referral procedures, etc. CCMs shall consult with Wardens in their districts about the possibility of providing training in community corrections during regularly scheduled institution training classes.

#### 2.1.4. **U.S. Marshals Service**

The CCM staff must have close working relationships with the USMS. The Bureau uses jails jointly with the USMS and depends on the USMS to secure and monitor jail contracts. The Bureau also depends on the USMS to assume custody of CCC failures and others under Bureau control. USMS cooperation in the designation process is essential for efficient operations. The CCM (or designee) and USMS must have informal meetings on an ongoing basis. See the Program Statement on **Interagency Agreement Between the U.S. Bureau of Prisons (BOP) and the U.S. Marshals Service (USMS)**.

#### 2.1.5. **U.S. Congress**

CCMs may occasionally be called upon to arrange tours for members of Congress or their staff. After the tour, the Chief of Congressional Affairs in the Central Office should be notified by telephone. The Congressional Affairs Chief needs information on

the nature of any issues or questions arising during the tour and the purpose of the tour, so an appropriate thank you letter may be sent. CCMs should keep their MCAs informed of congressional inquiries of any type.

#### 2.1.6. **Other Criminal Justice Agencies**

CCMs must establish working relationships with other Federal criminal justice agencies, including the U.S. Attorney's Office, FBI, etc.

### 2.2. **STATE, LOCAL & PRIVATE AGENCIES**

The community corrections staff must be sensitive to the needs and concerns of the local community. They must be aware of, and communicate with, state and local corrections agencies, law enforcement, and social services agencies. Moreover, they should participate in community advisory boards and local civic groups and be sensitive to the perspective of locally elected officials. See the Program Statement on **Contact with other Agencies and Organizations**.

#### 2.2.1. **Corrections Agencies**

Community corrections staff may provide technical assistance to correctional agencies and programs upon request. These agencies may be potential contracting resources for housing inmates.

#### 2.2.2. **Law Enforcement/Criminal Justice**

CCMs represent the Bureau by attending meetings of local law enforcement criminal justice agencies and community boards and by participating in professional organizations and conferences. Membership in local law enforcement coordinating committees and other organizations of a criminal justice nature should be considered an essential part of the CCM's formal relationship with the local criminal justice community.

#### 2.2.3. **Consulates**

Community corrections staff, especially those located near international borders, may have the need to consult with representatives of other countries regarding their citizens who are Federal inmates.

## 2.3. **RELEASE OF INFORMATION**

### 2.3.1. **Freedom of Information/Privacy Act**

CCMs must be familiar with the Privacy Act and the Freedom of Information Act because, as the Bureau's representatives, it is essential that they be aware of the kinds of information they may release. CCMs shall also ensure that all staff in the community corrections office are familiar with the requirement of the Freedom of Information/Privacy Act. See the Program Statement on the **Release of Information**.

The Public Information Inmate Data SENTRY transaction displays information that may be released to the public. Generally (except in CIMS and juvenile cases), CCMs may release the following information to anyone, on residents of CCCs and confinement facilities:

- a. Name
- b. Register Number
- c. Place of Incarceration
- d. Age
- e. Race
- f. Conviction and sentencing data: this information includes the offense of conviction, court of conviction, date of sentencing, length of sentence, amount of good time earned, parole eligibility date, parole release (presumptive or effective) date, and the date of expiration of sentence.
- g. **Past** movement via transfers or writs: CCMs **may not** disclose which institution has been designated for an inmate prior to the inmate's actual arrival.
- h. Information concerning a Youth Corrections Act (YCA) incarceration may be released only after the CCM confirms that the YCA conviction has not been "set aside" or expunged.

### 2.3.2. **Public Information**

CCMs may respond to inquiries using the releasable information described above or by giving general information regarding Bureau policy or institutions. Specific questions about particular Bureau institutions or inmates confined in them should be referred to the Public Information Officer (PIO) at that institution. If uncertainties exist, or for specific questions of an unusual or sensitive nature, the CCM should refer the inquiry to the MCA. The MCA may respond or refer the inquiry to

the Regional Office PIO. Although CCMs and MCAs are not PIOs, it is recommended they become familiar with public information issues and policy.

### 2.3.3. **Contacts with the News Media**

#### a. Requests for Information

CCMs may only release public information as described above to the news media. If an inquiry requiring a response outside the realm of public information is made by the media concerning a specific incident with an inmate or contract facility, the CCM should consult with the Regional PIO. When public information is released to the news media, it must be documented in writing to the MCA with copies to the CCRA, Regional Director's office, and the Central Office PIO. CCMs and MCAs should be familiar with the provisions of the Program Statement on **News Media Contacts**.

#### b. Requests for Personal Interviews

A media request to interview an inmate at a contract facility must be approved by the facility Director. The inmate must agree to the interview and sign a consent form (BP-S233) in advance. This form is retained at the facility and a copy is provided to the CCM. The interviewer must abide by the rules of the contract facility. The CCM must consult with the MCA regarding any interview request. The Program Statement on **News Media Contacts** shall be used as a guide with particular attention paid to the following:

! Inmates must not receive compensation for any interview.

! If the inmate is a juvenile, the written consent of the parent or guardian is to be obtained.

! Judicial orders forbidding such interviews due to pending court action must be honored.

! The CCM and facility Director shall consider any probability for the interview to endanger the health or safety of the interviewer or cause serious unrest or disturb the good order of the facility.

### 2.4. **RECRUITMENT/EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Pamphlets and brochures on employment with the Bureau are available from the Regional and National Recruitment offices. CCMs should have a ready supply on hand. When individuals are interested, the CCM should forward their names, addresses, and phone numbers to the Regional EEO Administrator and Recruiter.

CCMs should contact other criminal justice agencies (such as the USPOs) to share qualified applicant lists. Resources for minority recruitment include, but are not limited to, such agencies as the Urban League, NAACP, and placement offices at colleges and universities.

A skill of primary importance to CCMs is the ability to establish and sustain a high level of rapport with the community. In addition to attending meetings and performing other public relations duties, CCMs should develop effective public speaking skills.

#### 2.5. **INFORMATION ABOUT BUREAU INSTITUTIONS**

Periodically, the CCMs shall provide USMS and USPOs in their service areas with copies of "BOP Facts" from SENTRY for institutions where offenders from the service area are ordinarily placed. See the Program Statement on **BOP Facts**. As changes occur, institutions are required to update information including directions for self-surrender. CCMs must ensure that USPOs and the USMS are informed of any significant changes.

#### 2.6. **MCA OVERSIGHT OF LIAISON AND PUBLIC RELATIONS FUNCTIONS**

During office visits, the MCA shall routinely evaluate this area to ensure that CCMs are maintaining on-going contacts, establishing good working relationships and disseminating accurate information on significant changes within the Bureau to appropriate agencies. This may be done through telephone or in-person contacts with various members of these agencies as well as by questions directed to the CCM.

## **CHAPTER 3 - PERSONNEL AND OFFICE MANAGEMENT**

### **3.1. STRATEGIC MANAGEMENT CYCLE**

Managers at all levels in the Bureau are expected to manage their programs using the "strategic management cycle." This is defined as a holistic approach incorporated into the Bureau's system of management. Key components of this cycle available to TSMs, CCMs, MCAs and CCRAs are as follows:

P	Strategic Plans/Goals	P
Management	Assessment	P
Management	Indicators	P
	Program Reviews	
P	Operational Reviews	

These components are interdependent and, together, will assist the manager to gather, monitor, analyze, and synthesize information aimed at assessing their program and adjusting operations to achieve the desired and required results.

#### **3.1.1. Strategic Plans/Goals**

Staff at all levels are encouraged to have input into the national strategic planning process. The Strategic Planner's Desk Guidebook is available on BOPDOCs to facilitate this input.

#### **3.1.2. Management Assessments**

Management Assessments are conducted every three years to provide managers an opportunity to identify and review management indicators, vital functions, and strategic issues. The end product is the issuance of Program Review Guidelines for community corrections. Separate guidelines are issued for TSMs, CCMs, MCAs, CCRAs and Central Office. These may be updated quarterly.

#### **3.1.3. Management Indicators**

Management indicators assist program managers to monitor their program's vital functions. They can be helpful in preparing for program and operational reviews and can be incorporated into strategic planning as a means of tracking goal progress and attainment.

#### 3.1.4. **Program Reviews**

Program reviews are conducted to determine:

- P compliance with regulations,
- P the adequacy of internal controls, and
- P the effectiveness of operations.

They also indicate patterns, trends, interrelationships, cause and effect of problems, and innovative methods to improve operations. The Community Corrections Section of the Program Review Division has assumed responsibility for all official program reviews of community corrections offices.

#### 3.1.5. **Operational Reviews**

An operational review is a self-evaluation program staff conduct under the CEO's authority. It allows for a close evaluation of program strengths and weaknesses, as well as for any necessary corrective action.

The Regional Director ensures the review of the CCRA office occurs. CCRAs ensure operational reviews of MCA and CCM offices are conducted. The CCRA shall appoint a Reviewer-in-Charge (RIC) for each operational review. Typically, the RIC is the MCA for the CCM office and the CCRA for the MCA office, although it is not uncommon for the MCA or CCM to review their own office operations. Staff from the region or from Central Office may assist. Program Review Guidelines shall be used when conducting operational reviews.

As the review authority, the Regional Director shall receive all operational review reports through the CCRA. One copy of each report shall be forwarded to the Senior Deputy Assistant Director of the Program Review Division. These reports are filed in the Community Corrections Section of the Program Review Division and shall be reviewed periodically by community corrections branch staff.

Reference should be made to the Program Statement on **Management Control and Program Review** and its accompanying **Technical Reference Manual** for specific operational review procedures and time frames as well as for more detailed information on other components of the "strategic management cycle."

### 3.2. STAFF TRAINING

CCRAs, MCAs, CCMs and TSMs are responsible for establishing training and educational programs which upgrade the expertise of and prepare staff for progressively more responsible positions. All new CC staff without prior community corrections experience are required to complete the Community Corrections Cross Development Course within four months of entry on duty. Each new community corrections staff member must also complete 16 hours of community corrections orientation within their first two weeks on the job. Within one year of their selection to the position, CCMs, CCM Trainees, and Case Managers are required to pass the Case Management Cross Development course if they have not already done so. These training standards and others can be found in the **Employee Development Manual**.

#### 3.2.1. Mid-level and Support Staff

As with all staff, training shall be specific to the duties and responsibilities of the staff persons position while also providing a thorough understanding of the Bureau and its relationship with various government and community agencies.

The TSM, if a supervisor, shall ensure the training received is appropriately documented in the employee's training record.

#### 3.2.2. Training for New CCMs and CC Specialist Trainees (CCST)

a. MCAs are responsible for implementing intensive one year training programs for new CCMs and CCSTs. The MCA shall maintain training records on new CCMs and CCSTs and ensure that the training received is being documented in the respective training records.

The new CCM and CCST training program shall include a comprehensive orientation to Community corrections and any other relevant training the individual needs. The Training Objectives for Community Corrections Specialist Trainees and the Training Checklist for Community Corrections Specialist Trainees (**Attachments 3-1 and 3-2**) may be used for new CCMs and COSs if appropriate.

b. MCAs shall evaluate CCSTs and new CCMs monthly for one year or until all training objectives have been met. The MCA who administers the training program to the CCST shall prepare narrative quarterly reports addressing the training objectives in **Attachment 3-1**. The report, along with the Training Checklist for Community Corrections Specialist Trainees, shall be placed in

the employee's file. At the end of each fiscal quarter, the MCA shall send a copy of the report and the Checklist to the CCRA and the Community Corrections Branch, Assistant Administrator of Operations.

At the conclusion of the training period, MCAs shall evaluate the CCST's performance and forward the evaluation with recommendations, to the CCRA. The CCRA shall determine if training objectives have been met and whether any further personnel action (promotion, further training, reassignment) should be considered. The CCRA shall forward a copy of this final report to the Assistant Administrator of Operations.

### 3.2.3. **Training for Student Interns**

In offices where a paid student intern is assigned, the CCM (unless otherwise delegated by the CCRA) shall develop a comprehensive training plan which involves the intern in critical office functions. The CCM shall evaluate the intern monthly and submit quarterly reports with recommendations to the MCA for review with a copy to the CCRA and Community Corrections Branch Assistant Administrator of Operations. A full-time staff member shall review work performed by paid or unpaid student interns.

### 3.2.4. **Annual Training and Development Plans**

CCRAs, MCAs, CCMs, and TSMS, if acting in a supervisory capacity, shall compile a Training and Development Plan (TDP) for use throughout the fiscal year including mandatory training, department goals and/or new technology, as well as the equipment necessary, to carry out the plan throughout the fiscal year. Training opportunities outside the Bureau should be considered and can be added as the TDP is updated throughout the year.

The TDP reflects the results of individual needs assessments culminating from each supervisor's annual review of each employee's training needs. The Regional Employee Development Administrator is available for assistance in developing needs assessments and local or departmental TDPs. Further information regarding needs assessments and TDPs is found in the **Employee Development Manual**.

### 3.2.5. **Updating Employee Training Records**

Supervisors shall send a Request, Authorization, Agreement and Certification of Training form (SF-182) to the Regional Training Coordinator to ensure the employee's individual training record is updated. Completed training shall be reviewed at the time of annual performance evaluations.

### 3.3. **STAFF CERTIFICATION**

Community corrections staff perform a number of technical tasks in inmate monitoring. Failure to follow proper procedures could result in infringement of inmate rights. In order to ensure staff are knowledgeable in these matters, the CCM, Case Manager, Legal Instruments Examiner, and other locally identified staff shall be certified in Central Inmate Monitoring. Recertification must occur every three years.

All staff who use JUST terminals and/or teletype machines must be certified. Recertification is required every two years and must be maintained.

The CCM, COS and CCM Trainee shall receive Contracting Officer Technical Representative (COTR) certification.

### 3.4. **PERFORMANCE EVALUATION**

Supervisors are required to complete quarterly performance logs, six-month progress reviews, and annual performance evaluations on each employee under their supervision. The Regional Personnel Office shall provide scheduling and forms. See the **Human Resource Management Manual**.

### 3.5. **SUPERVISION**

! CCMs are responsible for supervising all staff in their community corrections office. MCAs supervise their Administrative Assistants and CCMs, while the CCRA supervises MCAs, TSMs, and regional staff assigned to their office. Either the TSM or CCRA supervises staff assigned to work with the Transitional Services Program. This determination is made at the regional level.

! During the absence of the CCRA, MCA or CCM, an acting person should be designated, in writing, with distribution of the notice to appropriate staff to ensure the chain of command is maintained and the duties and responsibilities of these positions continue to be accomplished in an orderly manner. The responsibilities inherent in an acting position also serve to facilitate employee development.

### 3.6. TECHNICAL ASSISTANCE

MCAs shall provide technical assistance to community corrections offices between operational reviews, as needed, to ensure previously noted deficiencies have been corrected, or satisfactory alternatives have been developed. In addition, administrators shall assess CCM progress in implementing any new program initiative since the last review and thoroughly review any area of special concern.

During some technical assistance visits, the MCA shall monitor contract bill verifications for four randomly selected contracts to ensure procedures comply with requirements and to verify that offender inmate-days are correct. The method of subsistence collection and waivers granted shall also be reviewed on these contracts. A summary of the findings from this or any type of monitoring done shall be included in the technical assistance visit report which shall be forwarded to the CCM with a copy to the CCRA.

CCRA visits to their areas of responsibility shall include, but are not limited to, Management Center and Transitional Services Program offices. Areas reviewed during these visits shall be documented and a copy of this report shall be forwarded to the respective office for response.

CCMs and Central Office staff may also be called upon to provide technical assistance to other Community corrections offices.

### 3.7. THE JUSTICE TELECOMMUNICATION SYSTEM (JUST)

#### 3.7.1. Operation

a. The U.S. Department of Justice Telecommunications System Manual and the Program Statement on **Justice Telecommunication System (JUST)**, **National Crime Information Center (NCIC)**, and **National Law Enforcement Telecommunications System (NLETS)**, **Users Guide** provide instructions for operation and maintenance of appropriate logs.

b. While JUST messages are required in many cases, their

use should be considered under the following circumstances:

! JUST messages are to be used **only** when mail, telephone, BOPNet, SENTRY, or fax alone will not suffice.

! The number of the recipients of each JUST message shall be kept to the essential minimum.

! "Out of service" and "in service" messages to all stations shall not be used.

! "All Stations" messages are to be routed through the MCA and approved by the CCRA.

c. Machine operation problems are referred to the Office of Information Systems, Field Services Section at (202) 307-1406.

d. Mnemonic Codes

! Bureau listings are provided in the Program Statement cited above.

! Department of Justice agencies (U.S. Marshals Service, U.S. Attorneys, etc.) are cited in the Department Manual.

! Mnemonic codes which identify where an inmate is housed shall be deleted from administrative messages that are maintained on file or are otherwise potentially available to others for review.

e. All Community corrections offices shall maintain a NCIC/NLETS log for the recording of QH and QR inquiries. This log is found in the Program Statement cited above.

### 3.7.2. **Security**

Equipment shall be located in a secure area. The CCM shall ensure all administrative message users are trained and certified.

### 3.8. **EQUIPMENT/PROPERTY**

CCMs, MCAs, and CCRAs are Accountable Property Officers responsible for maintaining current inventories of all equipment/property assigned to their area. The BOP-ID Number shall be permanently marked on each item of capitalized property. See the **Property Management Manual** for further information.

### 3.9. **INMATE LOCATOR SERVICE**

Selected staff may handle routine inquiries about individual inmates by accessing SENTRY and then referring the caller accordingly. Inquiries about Witness Security Inmates shall be referred to the Inmate Locator Service. The CCM and MCA shall ensure that all staff are trained in the handling of inquiries about inmates and are familiar with the screening site procedures found in the Central Inmate Monitoring System.

The Locator Service operates Monday through Friday, 9:00 AM to 5:00 PM Eastern Standard Time. The FTS number is 367-3126 and the commercial number is (202) 307-3126. Telephone requests should be limited to five individuals or less. Callers should have identifying data, such as a register number or a birth date. Requests for information on more than five persons should be made by mail. Address these inquiries to the:

Inmate Locator Service  
320 First Street NW  
Washington DC 20534

### 3.10. **OFFICE FILES/RECORDS**

Instructions for maintaining specific records and files pertaining to such areas as designations, Community Corrections Center referrals, contract administration, etc., are contained elsewhere in relevant sections of this Manual. In addition, CCMs and TSMs are responsible for establishing and maintaining complete files on all other matters related to the office operation, i.e., property inventory, performance logs, correspondence, etc. These files shall be organized by subject and maintained for at least two years or until the next scheduled Program Review has been completed.

Bureau policies and related forms are available to staff through BOPDOCS. CCMs shall maintain other directives, manuals and reference materials such as regional instructions, legal reference books, copies of manuals, and instructions from other agencies necessary for the performance of their duties. All staff should be trained in the use of BOPDOCS.

### 3.11. **MEETINGS**

Supervisors are required to hold regularly scheduled meetings with subordinates, at least monthly, when the department consists of two or more subordinate staff. See the Program Statement on **Staff Meetings**.

**TRAINING OBJECTIVES FOR COMMUNITY CORRECTIONS SPECIALIST TRAINEES**

The following training program shall be implemented for training Community Corrections Specialist Trainees (CCST) newly assigned to CC offices. It is recommended for the training of new Community Corrections Managers (CCMs) and Contract Oversight Specialists (COSs) as well.

Although the Community Corrections Regional Administrator (CCRA) and Management Center Administrator (MCA) are ultimately responsible for ensuring this training program is appropriately administered, the program participant's immediate supervisor is the trainer. Trainers are responsible for ensuring proper training and guidance are afforded the new CCM, COS, or CCST as well as for determining their proficiency in each training area.

The CCRA shall determine, with the appropriate input of the supervising MCA and CCM, when a CCST is eligible for promotion to a more responsible position. Generally, the training program should be completed within 12 months; however, where appropriate, supervisory staff may accelerate or extend the training program after consultation with the CCRA and MCA. The emphasis should be on completing the entire program in the allotted time rather than on completing tasks in the order listed.

**During the initial three months**, the new CCM/COS/CCST shall become familiar and/or proficient in the following areas:

1. As soon as practical, the new CCM/COS/CCST shall be introduced to the principle individuals with whom he/she will be involved, including, but not limited to, the following:

a. Members of the Federal Court (ie., judges and probation staff).

b. Members of the U.S. Marshals Service, U.S. Attorneys Office, and other members of the Federal family within the service area of the assigned office, as deemed appropriate.

c. All heads of agencies with whom the office works on a contractual basis. This includes CCC Directors, Wardens and Superintendents of State institutions, Sheriffs, Chiefs of Police, and other members of local law enforcement agencies as necessary.

d. Introduction to all Bureau staff with whom the assigned office is directly involved. This includes all executive staff within all institutions in the office service areas. A visit to the Regional Office should be arranged, if possible, in order to meet the Regional Director and any other staff with whom the new CCM/COS/CCST will be working.

e. Meeting with the Transitional Services Program staff and becoming familiar with their duties.

2. The new CCM/COS/CCST shall immediately begin training in SENTRY and office management systems, and demonstrate proficiency in the following areas after the initial three month period:

! The ability to maintain the Inmate Information System within SENTRY.

! The ability to program inmate information into the SENTRY data base, and perform the necessary functions within the designation process, up to and including transmitting data to the Regional Designator for a final designation decision.

! The ability to release an inmate from SENTRY, following release from a contract facility.

! Proficiency in the use of basic SENTRY ISM and case management functions.

! Proficiency in the proper and efficient verification of billings from contractors.

! Familiarity with office operations including filing techniques, ordering of supplies, methods of preparing purchase requests, paying operation costs within the office, and maintenance of office equipment.

! The ability to create and maintain inmate files and dispose of them upon final release of the inmate.

! The methods of maintaining and disposing of contract files.

! An understanding of the Transitional Services Program (TSP), including familiarity with the TSP referral process, contract oversight, and case management functions.

**During the second three-month period,** the new CCM/COS/CCST shall be given a gradual increase in his/her level of responsibility. At the end of this period, the new CCM/COS/CCST shall demonstrate familiarity within the following areas:

! Proficiency in the Security Designations Systems. Under the direction of the CCM, the new CCM/COS/CCST shall begin to submit designation requests to the Regional Designator.

! Proficiency and understanding of the contracting process. This shall include training in the Contract Location Profile System, Requests for Contract Action, and basic understanding of the various types of contracts utilized in the service area, including those for the Transitional Services Program.

! Understand the role of the Contracting Officer and the role of the CC Branch Contract Specialist.

! The Central Inmate Monitoring System (CIMS) and the National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS) shall be understood to the point that during this period, if required, testing shall be scheduled for certification. Following certification, the new CCM/COS/CCST shall be allowed to submit CIMS data.

! The disciplinary process in contract facilities shall be presented and understood.

! The new CCM/COS/CCST shall become proficient in the application of Federal Travel Regulations and the submission of Travel Vouchers.

! Understand the proper procedures in the preparation of Time and Attendance Records.

! Develop familiarization with the Employee Performance Evaluation system.

! Begin to understand the yearly budget cycle and related responsibilities. At the discretion of the trainer, the trainee may begin Cost Center Manager training.

**During the third three-month period,** the new CCM/COS/CCST shall begin to fully assume the responsibilities of the assigned position. The new CCM/COS/CCST shall:

! Become fully involved in the contracting process, beginning with the original submission of the Request for Contract Action through final award of the contract. The process for

obtaining COTR and Procurement Integrity Certifications shall begin.

! At a minimum, complete the monitoring of at least two CCCs and, if applicable, a state penitentiary and a local county jail.

The experienced CCM or MCA shall accompany the trainee on these monitorings.

! Be given signatory authority on all types of correspondence, with review by the experienced CCM or MCA before final mailing.

! Learn how to evaluate contract resources available in the service area and be able to determine if additional or fewer resources are needed.

! Be fully trained in case management procedures, as they pertain to Community corrections operations.

! Accompany the experienced CCM to institution pre-release meetings.

! Become actively involved in a contractor training session.

! Conduct solo visits to appropriate agencies at the experienced CCM's or MCA's direction in order to promote appropriate public relations.

! Receive training in financial management and budget projection.

**The fourth and final three-month period,** the training shall encompass and evaluate all of the training during the prior nine months.

During all phases of training, the supervisor shall maintain constant contact with the CCRA through the MCA regarding the progress of the new CCM/COS/CCST.

At the completion of each three-month period, the trainer shall submit a narrative evaluation of the CCST's progress with the Training Checklist. The MCA shall review and initial these evaluations and forward copies to the CCRA and Community Corrections Assistant Administrator of Operations. These reports shall be reviewed and signed by the CCST. Copies of all pertinent documents related to an individual's participation in this training program shall be kept on file by the supervisor for a minimum of two years after program completion.

All aspects of the training plan must be completed before a CCST may be considered for a more responsible position. Time frames are presented as a guide, and deviance from them is permitted with justification.



**TRAINING TOPIC**

**TRAINER**

**TRAINEE**

**DATE**

Procedures...Step-by-step explanation...Receiving referral...Acceptance date...Notifying institution...  
Transfer documentation.

Special programs...Eligibility...  
Purpose...Drug Transitional Services,  
CSCs, ICCs, MINT, Home Confinement.

Special cases...3621(e) and 4046(c).

**CONTRACTING PROCEDURES**

Determination of need...CCC...Short-term jail...Short and long-term juvenile boarding...Long-term adult boarding...  
Special programs.

Identification of source... Existing contracts.

Contracting steps...Pre-solicitation process...Time frames...Contract solicitation/phase award.

**CONTRACT MONITORING**

Time frames...Major/Moderate/Minor use..  
Instrument to use...Cover letter.

Contract profile report...Preparation ...How to utilize...Forms...Routing.  
CCC monitoring vs. Jail inspections vs. Juvenile Short and long-term boarding vs. Long-term adult boarding.

NCIC/NLETS Requirements...Use...  
Reporting...Fingerprinting...  
Integrity issues.

**SENTENCE COMPUTATION**

ISM modules...Routine commitments...  
Special cases (juvenile).

Supervision cases...Keying accurate  
data...Monitoring through SENTRY.

Satisfaction of computation on  
SENTRY.

**TRAINING TOPIC**

**TRAINER**

**TRAINEE**

**DATE**

Certification of computation after  
release of inmate.

**OFFICE MANAGEMENT**

**Office Budget**

Accruals...Expenditures...  
Projections...Managing the "R" budget..  
Travel...Office supplies.

**JUST System**

Operation...Security.

**Reports**

Accruals...Actuals...Quarterly  
...Inmate-days...Escapes...Incident  
...Integrity...Strategic Planning  
...Operational Reviews.

**CONTRACT FILES**

Familiarization...What should and  
should not be in the contract file.

**SENTRY FUNCTIONS**

Load data function...Release functions.

Regularly used transactions.

Use of SENTRY to aid in bill verification.

EMS System.

**PUBLIC RELATIONS**

**Federal Family**

U.S. Courts/Pre-trial Services

U.S. Probation

U.S. Attorney

Immigration & Naturalization Service

**TRAINING TOPIC**

**TRAINER**

**TRAINEE**

**DATE**

U.S. Marshals

Bureau Institutions

**State and Local Agencies**

Corrections

Law Enforcement/Criminal Justice

Contractors

**Contacts with the News Media**

FOIA/Privacy Act

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Date Training Objectives Accomplished: 1st Quarter ,  
2nd Quarter , 3rd Quarter , 4th Quarter .

Anticipated Completion Date for All Training Objectives: .

Date CC Cross Development Series Completed: .

Date CIM Certification Completed: .

Date Cost Center Manager Training Completed (optional): .

Date Basic Sentence Computation-Computer Assisted Module Completed: .

Date Case Management Cross Development Course Completed: .

Date COTR Certification Received: .

Trainer's Narrative Report Attached (check):  
1st Quarter , 2nd Quarter , 3rd Quarter , 4th Quarter  
Initials of MCA Indicating Report Reviewed: 1st Quarter , 2nd  
Quarter , 3rd Quarter , 4th Quarter .

Dates Report and Checklist mailed to CCRA and Central Office  
Community Corrections Branch: , , , .

MCA's Final Evaluation and Recommendation for Personnel Action:

Signature:

Date:

CCRA's Decision Regarding Personnel Action:

Signature:

Date:

**COMMUNITY CORRECTIONS SPECIALIST TRAINEE PROFILE**

Name of Trainee

Name of Trainer

Location

Date Training Began

Completion of this form will assist staff in assigning Community Corrections Specialist Trainees (CCSTs) to a desired office location (an assignment of choice is not guaranteed as the needs of the agency supersede the desires of the trainee). This profile is to be attached to the CCST Checklist for the 3rd Quarter prior to routing and shall be made available to all CCRAs as positions become vacant. It may be updated at any time. Please identify as follows:

Desirable - 1, Neutral - 2, Undesirable - 3.

NORTHEAST REGION LOCATIONS

MID-ATLANTIC REGION LOCATIONS

Boston, MA  
New York, NY  
Philadelphia, PA  
Pittsburgh, PA  
Nashville, TN

Annapolis Junction, MD  
Cincinnati, OH  
Detroit, MI  
Raleigh, NC

SOUTHEAST REGION LOCATIONS

NORTH CENTRAL REGION LOCATIONS

Atlanta, GA  
Miami, FL  
Orlando, FL  
Montgomery, AL  
Chicago, IL

Kansas City, KS  
St. Louis, MO  
Denver, CO  
Minneapolis, MN

SOUTH CENTRAL REGION LOCATIONS

WESTERN REGION LOCATIONS

Dallas, TX  
El Paso, TX  
Houston, TX  
San Antonio, TX  
New Orleans, LA  
Salt Lake City, UT

Long Beach, CA  
Sacramento, CA  
San Francisco, CA  
Seattle, WA  
Phoenix, AZ

SIGNATURE

DATE

## **CHAPTER 4 - CONTRACTING**

### **4.1 GENERAL**

#### **4.1.1. PURPOSE AND ORGANIZATION**

The organization of this Chapter corresponds to the major phases and progression of the community corrections contracting process.

It brings into focus the separate and mutual responsibilities and the relationships in the contracting process of the Contract Oversight Specialist (COS), Community Corrections Manager (CCM), Community Corrections Regional Safety Specialist (RSS), Correctional Management Center Administrator (MCA), Community Corrections Regional Administrator (CCRA), Regional Comptroller (RC), Contracting Officer (CO) and the Community Corrections Administrator (CCA) in the Central Office.

This Chapter also depicts the order in which the different phases of the contracting process are to be accomplished and who is responsible for completing each phase. These procedures apply to all types of agreements, including those with private sector firms and governmental agencies.

Community corrections is responsible for program areas in the contract process. Under the CCM's supervision, the COS is ordinarily the first staff involved in the process. The contributions of the COS will directly affect the timely accomplishment of necessary planning, placement, and administration of a contract under which Federally appropriated funds are obligated and expended. The COS also has primary responsibility for gathering, interpreting, and transmitting information used in technical direction, inspection, and evaluation contractor performance.

The CO is responsible for the procurement areas of contracting as the government's authorized agent in dealing with contractors. Only the CO has the authority to negotiate, award, modify, administer and terminate contracts.

The Contracting Officer's Technical Representative (COTR), ordinarily the CCM, and the CO are jointly responsible for ensuring services are performed in accordance with the terms of the contract. The CCM's decisions are ordinarily based upon the information generated and provided by the COS in the execution of oversight duties and responsibilities.

The MCA, CCRA, and Assistant Administrator for Contracting (AAC) are the management staff responsible for reviewing and approving the COTR's request for all proposed contract actions.

In addition, the management staff are responsible for overall policy and contract budget development. The CCA or designee is the Source Selection Official (SSO) for all community based and juvenile contracts. The Community Corrections and Detention Division Detention Branch will appoint an SSO for all secure adult and juvenile contracts.

#### 4.1.2. **TYPES OF SERVICES PROVIDED BY CONTRACT**

The Bureau contracts with commercial sources and enters into Intergovernment Agreements (IGA) with government sources for the following correctional and community corrections services:

##### 4.1.2.1. Community Corrections Centers

Community Corrections Centers (CCCs) provide residential correctional programs near the home communities of inmates. Generally, CCCs provide programs to:

- a. inmates nearing release to facilitate the transition from confinement to the community;
- b. probationers, parolees, mandatory releases, or supervised releases (U.S. Probation Officer [USPO] referrals) who need a more structured environment than can be provided under regular supervision;
- c. community confinement cases as described in the Sentencing Guidelines; and
- d. direct court commitments serving short sentences.

Work release facilities are included in this category, whether the inmate is housed in a CCC or a jail setting.

##### 4.1.2.2. Short-Term Jail Facilities

Occasionally, it is not in the best interest of the Bureau, the Court, or the inmate, to designate a Bureau facility as the place of confinement. The Bureau uses jails for: confinement of inmates designated to serve short sentences; CCC violators; or intermittent confinement cases, as described in the Sentencing Guidelines. Normally, a local jail will not be designated for inmates with 45 days or more remaining to be served. The majority of jails the Bureau uses are under contract with the U.S. Marshals Service (USMS), and the Bureau is an authorized user. There are some jail contracts, however, that are exclusively contracted for by the Bureau.

#### 4.1.2.3. Long-Term Adult Boarding Facilities

Long-term adult boarding facilities are ordinarily state or county correctional facilities that provide a wide range of programs and security. These facilities are primarily for inmates serving longer sentences than are served in a jail setting.

#### 4.1.2.4. Juvenile Facilities

The term "juvenile" is defined in Bureau policy and includes those under age 18 and those between the ages of 18 and 21 who are sentenced under the Federal Juvenile Justice and Delinquency Prevention Act. Juveniles are ordinarily boarded in non-Federal facilities, both governmental and private. Specific circumstances, such as a Court Order requiring CCC placement in an adult facility, must exist before a juvenile can be authorized for placement in a Bureau CCC.

The most common categories of juvenile facilities are:

##### a. Juvenile Boarding Institution

This is a secure, institution-based facility for more serious juvenile inmates serving intermediate or long-term sentences, and may include training schools, reformatories, youth centers, etc.

##### b. Juvenile Community-Based Facility

This is a minimum security community-based facility generally with full services, and regular access to the community. Programs such as education may be conducted solely in the community.

#### 4.1.2.5. Special Programs

The Bureau can contract or enter into agreements for other specialized facilities and services, such as Comprehensive Sanction Centers (CSCs), Drug Transitional Services, and Home Confinement. Other examples are contracts or agreements designed to meet specific mental or physical health concerns for inmates such as pregnancy, mental illness, or a proclivity to commit sex offenses. Additionally, contracts for programs concerned with study and observation cases and drug treatment programs can be established. Provisions to meet special programming requirements must be contained in the Bureau's solicitation for services/Statement of Work (SOW).

#### 4.1.3. **NEGOTIATION/CONTRACTING AUTHORITY**

The Bureau has authority to award option-year contracts for CCC services. The most common award is for five years (two-year base with three one-year option periods), for confinement of prisoners (18 U.S.C. 4002). The CO must adhere to the Federal Acquisition Regulations (FAR), the Justice Acquisition Regulations (JAR), the BOP Acquisition Policy (BPAP), and the Competition in Contracting Act (CICA).

#### 4.1.4. **TYPES OF CONTRACTUAL BINDING ARRANGEMENTS**

The CO shall determine the type of arrangement instrument based upon the requirements identified in the Request for Contract Action (RCA). Each contract file shall be fully documented to explain why the chosen arrangement was selected. There are basically four types of arrangements the Bureau uses:

##### 4.1.4.1. Contract (Firm-Fixed Unit Price Requirements, Indefinite Quantity)

The word "contract," in a broad sense, means a mutually binding legal relationship obligating the seller to furnish the services or the supplies and the buyer to pay for them. Therefore, the word contract can mean a purchase order (PO), or a contract.

This provides for a fixed-price per inmate, per day, during the life of the contract. This contract type places a reasonable majority of risk and responsibility for all costs and resulting profit and loss on the contractor. It provides maximum incentive for the contractor to control costs, to perform effectively, and to impose minimum administrative burden upon the contract parties. Ordinarily, the Bureau contracts for a two-year base period, to include three additional one-year options. The decision to exercise an option is the Bureau's unilateral right.

##### 4.1.4.2. Purchase Order

A PO is a simplified small purchase procedure which may be appropriate in a variety of situations. POs cannot exceed one year, nor may they extend beyond one fiscal year into the next. The two most common uses of a PO for Community corrections contracts are:

a. Procuring services upon specified definitive terms and conditions, under which the aggregated amount does not exceed \$100,000. This is to be used in a one-time situation where one or more inmates are placed in a facility, but the Bureau does not anticipate using the facility again (single use).

b. Purchase of recurring requirements, when requirements are not known in advance. The amount shall not exceed \$100,000. The FAR prohibits the use of small purchase procedures in the acquisition of supplies and services initially estimated to exceed the small purchase limitation (\$100,000). Part 13.103 of the FAR indicates, "Requirements aggregating more than the small purchase limitation shall not be broken down into several purchases that are less than the limit merely to permit the use of small purchase procedures."

#### 4.1.4.3. Intergovernmental Agreement

An IGA is a bilateral agreement for services to be provided by a state or local government, at a reasonable price. Ordinarily, it has an indefinite expiration date. It does not require all the steps necessary in contracting with non-governmental entities.

The Bureau may be an authorized user of IGAs established by other Federal agencies, such as the USMS, U.S. Probation Service (USPS), and the Immigration and Naturalization Service (INS), when authorized by the agency contracting for the service. This is commonly known as "piggybacking."

#### 4.1.4.4. Indefinite Quantity (Guaranteed Beds)

This provides a guaranteed minimum number of inmate-days within the contract period. The Bureau contracts for a one-year base period to include four additional one-year options. The decision to exercise an option year is the Bureau's unilateral right.

#### 4.1.5. **PUBLIC INFORMATION, ETHICAL STANDARDS, AND PROCUREMENT INTEGRITY**

The amount of information that may be disclosed about a contract depends on whether the information pertains to a contract which has been awarded or is in the pre-award stage.

#### 4.1.5.1. Information Concerning Proposed Contracts

Bureau personnel shall handle information concerning the Bureau's need for services to be performed under contract as sensitive information. Extreme care shall be exercised to ensure no one receives information that could give any prospective offeror an advantage over another. Bureau personnel shall avoid situations that give even the appearance someone may be receiving favorable treatment or obtaining special information concerning contract actions.

Sensitivity to these issues shall be emphasized in all stages of the contracting process. Community corrections staff shall constantly safeguard against activities, social or otherwise, that might jeopardize their ability to perform their functions objectively, or which could be perceived as impairing their objectivity. For example, no employee shall accept any gift, benefit or service, tangible or intangible, from any contractor, offeror, or related party (see 28 CFR 45 et Seq.).

Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) provides, in part:

"During the conduct of any Federal agency procurement of property or services, no procurement official of such agency shall knowingly ... disclose any proprietary or source selection information regarding such procurement directly or indirectly to any person other than a person authorized by the head of such agency or the Contracting Officer to receive such information."

The CO must be informed promptly of all communications concerning solicitations Request for Proposals (RFPs) from prospective offerors or any other unauthorized individuals. Community corrections staff shall refer all inquiries to the CO who will determine, with the assistance of Legal Counsel, the appropriate response.

The primary concern in releasing information is to protect the competitive environment, the offerors confidential business information, and ultimately, the contract award itself.

#### 4.1.5.2. Information Concerning Current Contracts

Once a contract has been awarded, a large portion of the file becomes releasable information (except for the items exempted by the Freedom of Information Act [FOIA] and Trade Secrets Act) through established FOIA request procedures.

Generally, trade secrets and financial information are exempt from release. Individuals who request information about existing contracts shall be advised to submit their request in writing to:

Federal Bureau of Prisons  
FOI/PA Office  
320 First Street NW  
HOLC Building, Room 738  
Washington DC 20534

#### **4.2: PRE-SOLICITATION PHASE**

##### **4.2.1. DETERMINATION OF NEED FOR CONTRACT SERVICES**

Community corrections staff must be alert to the ongoing need for contract correctional services. An important responsibility of the CCM and COS is to identify potential contract resources. The COS determines the need for new services not available through existing contracts; contracts for services in new geographical areas; and replaces, diminishes or modifies services for existing contracts.

Expiration of contracts, information received from Federal institution staff and USPOs, studies of population trends, and other data may dictate the need for additional contract resources within a given geographical area. These resources may be needed for pre-release corrections, special services, or provide the court with a sentencing option.

Initial sources to consult are the national professional association directories, Division of Human Services Directory, USPOs, state and county correctional agencies, existing contract facilities and other interested offerors.

##### **4.2.2. REQUEST FOR CONTRACT ACTION (RCA)**

An RCA is a document that officially initiates a particular procurement action; it is sometimes called a Requisition or Purchase Request. RCAs provide the basis for determining how procurements will be conducted and how contracts will be awarded. They contain descriptions of the requirements, required authorizations, and necessary administrative details that enable the CO to prepare and issue solicitations and develop contract documents. The SOW, an essential element of the procurement request, contains information which describes tasks to be accomplished or delivered.

The COS is responsible for identifying contract needs and submitting requests to the CCM for review and approval. The CCM will ensure all RCAs exceeding \$100,000 for competitively-let procurements have the required Advance Procurement Plan (APP) form(s) completed and attached in accordance with BOP/DOJ policy and procedures. All RCAs are reviewed and approved by the MCA, CCRA, and CCA staff prior to being forwarded to the CO. The Request for Contract Action (Attachment 4-1) form shall be completed for:

- # all new and replacement Bureau contracts;
- # IGAs the Bureau negotiated; and
- # any modifications to Bureau contracts, excluding for exercising option years.

**Joint use agreements.** The Bureau often uses arrangements established by other Federal agencies, such as the USMS, INS, USPS, etc. These arrangements will ordinarily be IGAs. The USMS headquarters office will send the appropriate CCM office a copy of each available USMS jail contract in which Bureau use is included. When the USMS contracts are unavailable, or the contracts concern other agencies, the COS shall obtain a copy of the contract through the local office of the appropriate agency, and type on the face sheet of the agreement, using space number 7 "Appropriation Data," the following: "BOP authorized user," the accounting classification code and estimated use. If the COS knows when services will start, that information shall be included.

The COS shall make copies of the agreement and send them to the MCA and the CCRA. If there are modifications to the agreements, such as a new inmate day rate, a copy of the amended agreement shall be obtained by the COS and forwarded through the CCM and MCA, to the pay station.

#### 4.2.3. **SUBMISSION TIME FRAME**

##### 4.2.3.1. Multi-Year/Option Year Bureau Contracts

For a new or replacement contract, the CO should receive the RCA 14 months prior to the performance date.

##### 4.2.3.2. Purchase Orders

For a new or replacement Bureau acquisition for services, whose aggregate use will not exceed \$100,000, the CO should receive the RCA at least four months prior to the performance

date. The preliminary site inspection report, which will follow the same format as a CCC preliminary site report, and the SOW must accompany the RCA.

4.2.3.3. Bureau IGAs

The CO should receive RCAs for a new or replacement agreement four months prior to the performance date.

4.2.3.4. Exercise Option Year

A BOPNet GroupWise E-mail message requesting an option year be exercised should be received at the Community Corrections Branch four months prior to the performance date. The CCRA, MCA, CCB Contract Specialist, Technical Assistant, and Supervisory Contract Specialist shall be forwarded a copy of the request. The CCB will be responsible for forwarding the request to Community Corrections Contracting.

4.2.3.5. Modifications

The CO should receive all requests for a significant modification of any Bureau arrangement as soon as community corrections field staff become aware of the need to modify a contract.

4.2.3.6. Other

If a situation arises which requires immediate procurement action, such as an unexpected court commitment, community corrections staff, ordinarily the COS, shall immediately telephone the CO to obtain instructions regarding the appropriate procedures to be followed. The COS shall follow up the telephonic notification with a GroupWise E-mail to the CO, with copies to the MCA, CCRA, and CCA. An RCA shall be completed and processed through regular channels.

4.2.4. **INSTRUCTIONS FOR COMPLETION OF REQUEST FOR CONTRACT ACTION**

The following instructions should be followed in completing the RCA:

4.2.4.1. Type of Action

Check either a, b, or c. Requests for new or replacement contracts require:

! a description of the type of services,  
! the geographic location wherein which the facility  
should be located, and  
! the SOW under which the contractor will perform.

If one of the standard SOWs (CCC, Juvenile, CSC) is to be used, include the title of the SOW and the date of the current issue.

When it is determined that portions of a standard SOW should be modified to adequately specify a particular requirement, these changes must be incorporated into the SOW and submitted with the RCA. A typed summary of the changes to the SOW must be submitted as an attachment to the RCA.

The COS shall develop a special and concise SOW when it is inappropriate to modify a standard SOW.

The contractor's name, contract number, and SENTRY location code must be provided for all requests to modify an existing contract.

Requests to exercise an option year are considered contract modifications.

#### 4.2.4.2. Justification and Explanation

The CO must have as much information as possible regarding the nature of the requirement, this section must always include comments addressing the following issues.

For a **New or Replacement Contract** specify:

! The expiration date, including any extensions of the current contract, shall be included for a replacement contract.

! If multiple awards are desired, they should be outlined in this section. Multiple awards are desired when there exists geographical restrictions and different types of services are required using the same solicitation. The justification for multiple awards must be clearly defined and appropriately justified. For example, in a large metropolitan area, where estimates exceed 50 inmates for an average daily population, more than one contract may be preferred.

! If the request is not being submitted in a timely manner (specified months prior to performance date), an explanation must be included. Additional pages may be attached if necessary. Justifiable reasons might be for unanticipated services.

! If more than one basic type of service is to be provided, they should be outlined. The most common example is when work release and short-term jail services are provided in a single contract, ordinarily from the same location.

! The specific nature of any non-residential service (such as psychological services, drug counseling, community supervision services, release expenses such as transportation, gratuity, and clothing, etc.), should be discussed.

! If services are to be provided to one or both sexes or to a special group of offenders (sex offenders, handicapped, alcoholics, etc.), these should be addressed.

! Any special circumstances that might require special consideration or action by the CO (i.e., anticipated delays in zoning approval or issuance of permits), should be included in this section.

For **Contract Modification**, a detailed explanation and justification of the requested change(s) must be included. Examples of contract modifications include, but are not limited to:

! a change in, or addition of, a place of performance,  
! change in billing address, or  
! the implementation of a program such as home confinement with electronic monitoring.

Any changes must be within the general scope of the contract and in accordance with the FAR.

#### 4.2.4.3. Period Services Will be Required

When working with intermittent requirements such as a PO, include the specific dates services are to begin and end. When working with a multi-year contract, include the date services should begin and estimate when services will end.

Ordinarily, the expiration date of services provided under an IGA should be indefinite. It must specifically state the terms upon which the parties may terminate the agreement (i.e., upon 90 days written notice).

#### 4.2.4.4. Fiscal Data a.

Accounting Code

Identify the fiscal year (FP = FY 97 is "7," FY 98 is "8," and so on), Decision Unit ("T" or "D"), Cost Center (use #2 as the first digit for regional office), PMS, Project Code, and the Sub-Object Code. (See Chapter 7 for explanation of these codes.) When there are two types of services within a facility or contract (e.g., a jail with a work release unit and a detention unit), determine the **predominant** use and use one accounting code.

b. Estimated Inmate-Days and Expenditures

Inmate-days and estimated costs are essential factors in the development of a contract.

Estimates must be based upon an analysis of information which includes: SENTRY release data; input from the U.S. Probation and U.S. Attorney's office; past history; population trends over the last two to three years; and budgetary allowances. Central Office research staff provide the Community Corrections Branch with data to assist in the analysis of estimating inmate-days.

Other issues that may affect inmate-days estimates and over-all expenditures are: policy changes affecting placements; over crowding; a considerable drop in population in Bureau or state facilities; the need for two or more contracts in the same service area, operating under the same SOW; and new laws. The sources of information and the analysis of the data shall be documented and a copy attached to the RCA. At a minimum, this shall consist of written or telephonic documentation of Probation's needs and inmate-day use figures for the previous 24 months, if replacing an existing contract.

Yearly cost estimates should be based upon operating costs for the last year, plus anticipated cost increases, multiplied by the estimated number of inmate-days. Additional requirements imposed upon a contractor by a modified or new SOW must also be considered when estimating the inmate-day rate. The estimated per capita or inmate-day rate is the government's initial estimate in determining the fair and reasonable cost for the services being requested.

Accurate cost estimates are also necessary to assist the CO in determining the appropriate contracting procedures to be followed and can result in significant time savings. When possible, attach the inmate-day rate of other contractors in the same geographic area and the number of beds these contractors provide to the RCA.

For the option-year requirements contracts, the base period is ordinarily for a 24-month period with three one-year option periods. For Indefinite Quantity Contracts, the inmate-day and per capita costs for males and females must be separately identified when the requirement is for both sexes.

For POs, the aggregate cost estimate shall not exceed \$100,000. For IGAs, inmate-day and cost figures should reflect estimates for a 12-month period, rather than 24 months. Inmate-days and cost figures provided on RCAs to exercise option years must reflect the identical figures contained in the initial contract award.

When the request is to change work requirements and a change in the per capita cost is not anticipated, indicate this fact by stating "no additional cost anticipated" under the Cost Estimate. If added costs are expected, the nature and extent of these costs must be justified; this action may require a resolicitation for a new contract and the loss of subsequent option years.

#### 4.2.4.5. Suggested Sources

CCM office staff shall list local prospective contractors with addresses, telephone numbers, and contact persons. Efforts to identify multiple sources are extremely important because competition has proven to be cost-effective and, as a government agency, the Bureau is required by law to give all qualified contractors the opportunity to compete for Bureau contracts, when possible.

Always include the incumbent (indicate by an asterisk) and any other sources in the area.

Potential contractors who communicate a request to be placed on the solicitation mailing list should be advised to write to the Contracting Officer, Community Corrections Contracting, Central Office, specifying the specific location(s) and number of beds they are capable of providing, as well as requesting a solicitation mailing list application.

Since some contractors have expressed their desire to be included in all contract solicitations throughout the country, sole source contracts have been virtually eliminated.

For IGAs, identify the particular governmental entity (e.g. City, County, State agency).

#### 4.2.4.6. Existing Contracts

List all existing Bureau contracts within 50 miles.  
Indicate the contractor's:

- ! name,
- ! contract number,
- ! SENTRY location code(s),
- ! per-diem rate, and
- ! expiration date.

Requirements for a particular service area may be combined when it is determined to be in the Government's best interest.

#### 4.2.4.7. CCM Office Mailing Address

Include CCM's name, address, and telephone number for billing purposes.

#### 4.2.4.8. Signatures

This section of the RCA contains signature blocks and must be signed and dated as appropriate. An RCA with original signatures must be received by the CO. CCA staff will note the date the RCA is received by the CO prior to distributing copies to the appropriate field staff.

#### 4.2.5. **CCM REVIEW**

After the COS completes the RCA and attachments, the CCM shall review and approve the request before submission to the MCA. Special emphasis shall be given to the justification and explanation for the request and the attached documentation supporting the accuracy of the estimated inmate-days and costs.

#### 4.2.6. **MCA REVIEW**

The MCA shall review the content of the RCA and attachments for approval. Special emphasis shall be given to the following:

- ! justification for need;
- ! inmate-day projections and the supporting attached documentation; and,
- ! fiscal data.

The MCA shall ensure all RCAs for procurements over \$25,000 but less than \$500,000 have the appropriate Individual acquisition Plan (IAP) form(s) attached. For procurements actions of \$500,000 or more the Advance Procurement Plan (APP) will be

completed by central office contracting staff. The RCA package shall be mailed to the CCRA in a timely manner, ordinarily within five working days of receipt.

4.2.7. **CCRA REVIEW**

The CCRA shall review, sign, and date the RCA package. The signature of the CCRA not only signifies review and approval of the content, but also "commits" funds for the proposed contract. The CCRA shall mail the RCA package to the Community Corrections Branch in the Central Office in a timely manner, ordinarily within five working days of receipt.

4.2.8. **CCA REVIEW**

CCA staff will review the RCA package prior to forwarding it to the CO. Special emphasis will be placed on inmate-day estimates and the completion of required APP forms. Upon verification, the RCA package is forwarded to the Community Corrections Contracting Section and ordinarily within seven working days after receipt by CCA staff, copies of the RCA will be forwarded to field staff. If changes are made to other documents in the RCA package, CCA staff will forward copies with the completed RCA.

4.3: **SOLICITATION PREPARATION**

This section covers the major steps in the contract solicitation process that are the COs responsibility.

4.3.1. **WAGE DETERMINATION - SERVICE CONTRACT ACT**

Sixty days prior to solicitation issuance, the CO must file a Notice of Intention to enter into a Service Contract with the Office of Special Wage Standards, Employment Standards Administration, Department of Labor (DOL). The wage determination issued by DOL shall then become part of the solicitation package or resulting contract. Per the DOL: service contract personnel for CCCs are not ordinarily key or professional staff; maintenance, food service, clerical, shift or charge-of-quarters, and correctional staff are ordinarily service employees. Since the DOL has sole enforcement authority and responsibility to ensure these standards are met by the contractor, all inquiries Bureau staff receive should be referred to the local DOL office.

4.3.2. **COMMERCE BUSINESS DAILY**

The CO must forward a synopsis of the requirement to the Commerce Business Daily (CBD) when the estimated amount exceeds \$25,000. This notice must be published at least 15 working days prior to issuing a solicitation after allowing 10 days for receipt by mail. For purchases over \$2,500 but less than \$25,000, a synopsis of the requirements issued under a Request For Quotes (RFQs) may be published in the CBD to satisfy competition requirements, if sufficient sources of competition have not been identified.

4.3.4. **STANDARD SCHEDULE OF EVENTS**

The CO shall establish an estimated time schedule of events for the rest of the contracting cycle within 10 working days after forwarding the synopsis to the CBD (Attachment 4-2). Although copies of this schedule are not ordinarily distributed, the CCM or COS may telephonically or using BOPNet GroupWise E-mail, contact the CO to inquire about the status of a particular solicitation.

4.3.4. **ISSUE SOLICITATION**

After the 60 day DOL wage rate determination request cited above, and concurrent 25 working day CBD publicizing requirements have been met, a solicitation shall be prepared and mailed to all interested offerors requesting an original and three copies of the technical proposal and an original and four copies of the business proposal. A copy of the solicitation shall be mailed to the appropriate CCM and to the AAC. The CCM and COS should review the solicitation to ensure the requirements described in the RCA and attachments have been accurately addressed. Special emphasis should be placed on inmate-day requirements, geographic location, and requested modifications to the SOW. If discrepancies are identified, the CCA and CO should be notified immediately and the solicitation should be promptly amended.

Ordinarily, the solicitation shall provide for a period of 60 days for offerors to respond. The amount of time allowed shall be adjusted for any special or unique circumstances of the requirements.

#### 4.4: **EVALUATION PROCESS**

##### 4.4.1. **RECEIPT OF PROPOSALS**

Proposals shall be date and time stamped immediately upon receipt by the CO. The CO shall review proposals for completeness, and store them in a secure place.

Within five working days of the closing date, the CO shall contact the Central Office Community Corrections Branch to determine which staff will chair the evaluation panel and to ensure copies of each technical proposal and a copy of the solicitation are provided to the members of the evaluation panel. The staff person assigned to chair the evaluation panel shall not have direct supervisory authority over, or be a member of the CCM office, from which the original contract request originated.

When there is only one offeror, the designated chairperson may perform an individual technical review rather than convening an evaluation panel. The technical review will assess those items needing further clarification, as well as any deficiencies. When only one offeror is to be evaluated, the chairperson may have direct supervisory authority over, or be a member of, the CCM office from which the original contract request originated.

It is the evaluation panel chairperson's responsibility to ensure compliance with evaluation process procedures and required time frames.

##### 4.4.2. **PRELIMINARY SITE SURVEY**

Upon receiving the proposal(s), the chairperson shall contact the appropriate CCRA who shall appoint the membership of the preliminary site inspection team. Ordinarily the team will be composed of the COS located in the CCM office that will administer the contract and the RSS. The chairperson shall contact the members of the inspection team via BOPNet GroupWise E-Mail, with copies routed to the CCRA, CCA, MCA, CCM, and CO, requesting the preliminary site surveys be conducted within 15 working days. Within two working days, the chairperson shall review the offeror's proposals and forward copies of documents pertinent to the preliminary site survey (diagram/floor plan, proof of valid right-to-use, notification to public officials and the community) to all members of the inspection team, for review, prior to the team's on-site inspection(s). All preliminary site inspections should be videotaped and forwarded to the panel chairperson for use by the evaluation panel.

The chairperson's message to committee members for preliminary site inspection should also include a request that the inspection team forward their travel information (date and time of arrival, inspection, and departure) to the CO and panel chairperson in the event they can attend/participate in the facility inspection(s).

Within five working days of the site visits, the COS and RSS shall distribute their written reports (COS PRELIMINARY SITE INSPECTION REPORT (Attachment 4-3) AND RSS PRELIMINARY SITE INSPECTION REPORT (Attachment 4-4)) via BOPNet GroupWise E-Mail. If the facility is not acceptable, the site report shall outline rationale for this determination.

This report will cover the:

- # age, condition and suitability of the structure,
- # the location of the site, including availability of public transportation,
- # fire safety compliance,
- # overall sanitation and the need for repair and/or renovation of the building,
- # community and any other information that might be relevant for the evaluation panel's consideration.

Preliminary site surveys are required for incumbents as well as single offerors.

The CCRA may waive a pre-occupancy inspection for incumbent contractors. The first full inspection (60 to 90 days after award) would serve as a dual pre-occupancy/full monitoring. The waiver should be in writing and documented in the contract file.

#### **4.4.3. EVALUATION PANEL - FOR COMPETITIVE PROPOSALS WITH MULTIPLE OFFERORS**

##### **4.4.3.1. Meeting Time and Panel Composition**

The chairperson, ordinarily the panel member from the Central Office Community Corrections Branch, shall establish in writing the composition of the panel to evaluate the proposals and the time and date when it shall meet. The panel shall consist of the chairperson and at least two other Bureau staff, at least one of whom shall work in Community corrections. The panel will generally consist of the chairperson, the CO, and a staff person designated by the CCRA. The panel chairperson shall contact the CCRA, over the service area, and ascertain the name of the designated panel member from the field. The evaluation should be completed within 25 working days of the receipt of proposals.

The MCA and CCM office staff who will have supervisory authority or will be responsible for administering the contract may be members of the panel.

#### 4.4.3.2. Panel Proceedings

The evaluation panel members shall use the evaluation criteria identified in the solicitation, to include an evaluation of each contractors past performance, to evaluate all proposals. Impartiality and comprehensive evaluation by the panel is crucial to select the source whose proposal has illustrated the highest degree of realism and whose performance is expected to best meet stated government requirements.

Each member shall make an independent evaluation of every proposal using the evaluation checklist and scoring sheet.

Following the independent evaluation, the panel members shall hold discussions and arrive at a consensus. The consensus finding shall be recorded on a separate score sheet.

#### 4.4.3.3. General Instructions

The proposal evaluation process consists of an assessment of both the proposal and the offerors ability (as conveyed by the proposal) to successfully accomplish the prospective contract within the specified evaluation criteria. Each proposal must be judged by the same standards, factors, and subfactors specified in the solicitation.

#### 4.4.3.4. Determining the Competitive Range

To be acceptable, each proposal must describe a level of service that meets the minimum technical requirements of RFP and standards of the SOW. If it appears that the proposals are unacceptable the evaluations should identify any areas that need clarification, areas that are deficient, and any requirement excesses. The notes regarding these issues will be used during negotiations with the offerors.

If the proposed program does not meet minimum standards without extensive revision, this fact must be noted in the evaluation narrative. The written notes will support a recommendation to exclude the proposal from any further consideration for specific reasons, such as severe technical deficiencies, failure to address the SOW, parroting the SOW, or the need for a major rewrite.

After the panel has evaluated and scored the proposals, the panel may recommend a competitive range. That is, the panel may determine a break exists between the high and low range of scores, and recommends the low group be removed from the competitive range. For example, there are five offerors and the scores are 525, 625, 310, 570 and 385. A natural break occurs at 525 and the panel could recommend the two lowest scoring offerors not be considered in the competitive range. Reasons include: a (complete) lack of understanding of the requirements of the RFP is indicated in a company's proposal or the proposed program could not be accepted without a substantial rewrite of the proposal. In such situations, however, the panel still addresses the weaknesses and strengths of the proposals recommended for exclusion from the competitive range.

Although a deficient proposal usually may not be included in further discussions, it is the CO who must make the determination and establish the competitive range. FAR 15.609 states, "The competitive range shall be determined on the basis of cost or price and other factors stated in the solicitation and shall include all proposals that have a reasonable chance of being selected for award." This provides a broad area of consideration by the CO who ordinarily welcomes evaluators providing narrative information in this area.

If there is a close grouping of scores, it is best to recommend all offerors be kept in the competitive range. For example, if the scoring was 515, 485, 390, 545, 410, it may be determined the scores are so close together they should all continue to be considered.

Panel members should avoid the words "responsive," "responsible," or "responsibility," when discussing an offeror's proposal. These words have a special technical meaning in procurement and usually are not relevant to negotiated contracts. Rather than convey an offeror is "non-responsive," indicate the proposal has severe technical deficiencies and/or is unacceptable as submitted by failing to meet minimum requirements and no reasonable chance for award.

#### 4.4.4. **PANEL FINDINGS**

The panel chairperson will prepare a detailed narrative summary of the panel findings to include:

- # identification of deficiencies;
- # clarifications, or excesses identified in the evaluation process for each proposal; and
- # a consensus score sheet.

This summary or evaluation of proposals should include all of the issues or areas that are deficient or need to be clarified during negotiations with the offeror.

Within five working days of the panel evaluation, the chairperson shall forward the original site inspections, score sheets, comments and worksheets, and proposals to the CO. The chairperson may maintain a copy of the panel documents and a copy of each proposal, for reference, until award of the contract. After contract award, all proposals are forwarded to the CO.

#### 4.4.5. **NOTIFICATION OF OFFERORS NOT IN THE COMPETITIVE RANGE**

After receiving the panel findings, the CO shall establish the competitive range and promptly notify in writing all unsuccessful offerors of the reasons they were not selected. Examples of appropriate reasons include: technically unacceptable, falling outside the competitive range, etc.

A pre-award notice should include: the basis for the determination, in general terms, and a statement that a revision of the proposal shall not be considered.

#### 4.4.6. **NEGOTIATION WITH OFFERORS IN THE COMPETITIVE RANGE**

The CO should either make an award without discussion based on the initial proposals or conduct written or oral discussions with all acceptable offerors. The latter can be accomplished when the requirements of FAR 15.610 are met and recommended by the SSO. If negotiations are to be conducted, the CO should advise the offerors of any areas that need clarification, or any deficiencies in the proposals. The CO shall conduct negotiations on the areas identified as deficient and provide the offerors an opportunity to satisfy the government's requirements. The CO shall attempt to resolve any contradictions, uncertainties, or ambiguities concerning technical matters or other terms and conditions of the proposal.

The CO should provide offerors a reasonable opportunity to submit any revision to cost or pricing, technical, or any other matters resulting from the discussions. During negotiations, the CO will forward the offeror's responses to CCA staff for review and response. At the conclusion of negotiations, the CO should request offerors to submit a "Best and Final Offer" to the government, ordinarily within two weeks, unless special circumstances warrant additional time.

Only the CO may discuss panel findings, costs, or negotiate with any offeror. No one, other than the CO, shall hold discussions with offerors.

Offerors shall be advised they must clearly identify in writing what changes or additions have been made and where they are located within the proposal. If during discussions substantive changes of the original proposals occur, the SSO may, if necessary, contact the panel chairperson and members, and convene a second evaluation panel.

#### 4.4.7. **PRE-AWARD FISCAL AUDIT**

If the reasonableness of the proposed contract cost cannot be determined from adequate competition, a cost price and/or analysis of the offeror's cost data by the CO may be necessary. FAR Part 15 establishes dollar thresholds for determining when pre-award audits are required. It is the CO's responsibility to arrange for all required audits.

If the dollar thresholds for requiring an audit are not met, reasonableness of cost may be determined through cost analysis. When cost analysis is used, procedures prescribed in FAR Part 15 shall be followed and the file shall be fully documented.

#### 4.4.8. **CO REVIEWS BEST AND FINAL OFFERS**

Within five working days after receipt of Best and Final Offers, the CO shall score each proposal for cost and forward the package to the SSO for review.

#### 4.4.9. **FINAL REVIEW AND AWARD SELECTION**

The Central Office SSO shall conduct a final review of all proposals and provide the CO with a selection for award based upon the findings of the evaluation panel, clarification and deficiency correspondence, and Best and Final Offers.

The name of the awardee, a summary of the reasons for the selection and all paperwork received, shall be returned to the CO.

#### 4.4.10. **CO REVIEW**

The CO shall review the action taken by the SSO and document the file for further processing.

**4.4.11. PREPARATION AND DOCUMENTATION OF FILES**

The CO shall prepare and document the solicitation file and establish a separate contract file for the contract proposed for award. The contract file shall contain the information prescribed by FAR 4.803.

**4.4.12. AWARD CONTRACT**

When all requirements have been met, the CO shall execute the contract and advise the CCM and awardee by telephone of the award and performance period, reminding the contractor of the need for proof of zoning and life/safety compliance. Ordinarily, the beginning of the contract performance period is 120 days after the date of award.

The CO shall electronically advise the CCA, CCRA, MCA, RSS, and CCM of the award, award date, and performance date and ensure a copy of the successful offeror's proposal is forwarded to the CCM who has supervisory authority over the contract. The CO shall advise the COTR, typically the CCM, in writing, of their appointment as the COTR and describe the responsibilities of the appointment. The CO, with the assistance of the Legal Counsel and the COTR, will determine if the contractor has sufficiently met local requirements prior to performance.

**4.4.13. PROOF OF ZONING**

At best and final, the contractor must provide the CO with satisfactory proof all zoning and local ordinance requirements necessary for operation and applicable to any proposed performance site(s) have been met. 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 requirements of the local jurisdiction.

For purposes of this provision, a "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 city, town, village, or municipality in which the facility is located.

**4.4.14. PREOCCUPANCY VISIT**

Not later than 15 days prior to the date performance is scheduled to begin, the COS shall conduct a preoccupation visit to ensure the contractor is ready to begin operations. When the RSS has not identified major deficiencies during the preliminary

sitesurvey and upon receipt of a written determination from the RSS that his or her expertise is not required during the preoccupancy inspection, the CCRA may waive the RSS' participation. Special emphasis shall be given to negotiated items during the preoccupancy review. This review shall determine if the awardee is ready to accept offenders.

CCRAs may waive a preoccupancy inspection for incumbent contractors. The decision to waive a preoccupancy inspection should be based upon a determination the awardee has met the minimum procurement/contractual requirements necessary to accept Federal offenders. The waiver will be in writing from the CCRA and documented in the contract file. The first full inspection (60 to 90 days after award) would serve as a dual pre-occupancy/full monitoring.

Immediately following the review, the COS shall prepare a report (Attachment 4-5) and forward it electronically to the CO with copies to the RSS, CCM, MCA, CCRA, and CCB Section Chief. Any major deviations found must be corrected before Federal offenders are placed in the facility. The COS will follow through to ensure deviations are corrected. (If the effective date of contract performance is the same date as contract award, a preoccupancy visit is not possible.) When this occurs, the inspection will be performed within 30 days of award. The findings of the visit will be outlined in the monitoring report letter format (see Attachment 4-6) and issued by the CCM to the contractor for a response.

#### 4.4.15. **DISTRIBUTION OF CONTRACTS**

The CO shall forward a copy of the Contract Award Document (SF-26 or SF-33) to the contractor, CCA, CCRA, MCA, CCM, and RC pay station) within three working days after final contract award.

Along with the Contract Award Document, the CO shall also forward copies of each of the following documents to the COTR who has supervisory authority over the contract:

- # the awardee's technical proposal;
- # all solicitation amendments;
- # clarification/deficiencies correspondence; and
- # best and final offers (CO's letters and awardee's responses).

It is imperative the COTR and the COS familiarize themselves with:

# the contents of any amendments to the solicitation;  
# correspondence received during the periods for  
clarification/deficiencies; and,  
# best and final offers.

#### 4.5.: **POST AWARD ADMINISTRATION**

##### 4.5.1. **GENERAL**

Once a contract has been awarded, the contract administration phase begins. Contract administration is any administrative activity undertaken by either the government or the contractor during the time from contract award to contract close out. More specifically, the term refers to steps taken by the government representative(s) responsible for ensuring government and contractor compliance with the terms and conditions of the contract. Such steps include:

# all performance (inspection) monitoring activities,  
# modifications,  
# actions pertaining to disputes,  
# unsatisfactory contractor performance, and  
# price redetermination.

Contract administration also includes problem solving activities necessitated by unforeseeable circumstances - changes, problems, and disagreements that arise following contract award.

##### 4.5.2. **MONITORING REQUESTS FOR CONTRACT ACTION**

The CCM is responsible for ensuring RCAs are submitted in a timely and appropriate manner. The CCM and MCA shall develop a record system to monitor the timely submission of RCAs for all Community corrections contracts. Lists can be generated from the Contract Location Profile System (CLPS). The CCRA shall ensure the MCA and the COTR have a system to alert them when requests are due. The MCA and CCRA shall review all RCAs and attachments, except those to exercise option years, for accuracy and completeness.

##### 4.5.3. **MANAGEMENT OVERSIGHT**

The COS shall provide the CCM with an annual schedule of full and interim monitorings of contract programs. The MCA shall monitor full and interim reviews conducted by CCM offices for timeliness, professionalism, content, and procedural propriety.



The CCRA shall develop appropriate mechanisms to oversee the auditing functions of the MCA.

The COS annual schedule should also include the projected month(s) in which preliminary site and preoccupancy visits are anticipated for new or replacement contracts. Since the RSS will ordinarily be involved in these site visits, providing him or her with a copy of this schedule can be beneficial for planning travel and meeting the milestones the CO established for contract award.

The CCRA may waive a full monitoring with justifiable cause; however, this waiver should not be more than 30 days. Additionally, the CCM may make a request in writing through the MCA to the CCRA to waive an interim monitoring. This waiver request will be based on a determination that it is in the best interest of the Bureau, and the contractor has demonstrated that they are fulfilling the conditions of the SOW with few deviations.

The monitoring of contract programs should be scheduled to maximize the time oversight staff are away from their office and thereby minimize the total cost of their travel. The contract monitoring schedule provides oversight specialists with a significant amount of flexibility to accomplish these two critical goals.

#### 4.5.4. **CONTRACT FILES**

##### 4.5.4.1. Official Contract File

The official contract file is maintained by the CO in the Central Office in accordance with the requirements of procurement statutes, policy, and procedure. This file documents the basis for the acquisition and award, the assignment(s) of contract administration tasks, and any subsequent actions taken by the contracting office.

##### 4.5.4.2. CCM Office Contract File

The COS shall maintain working files, commonly referred to as the "CCM Contract File" for each contract. Occasionally, some contracts may have multiple locations. Then, supplemental contract files shall be prepared for each location. Each supplemental file need not contain the same basic contract information (proposals, SF-26, etc.), but should contain all relevant information pertaining to that particular location.

Additional files shall be used as necessary.

The contract file shall contain the following documents:

- a. Table of Contents or Index which clearly indicates where required information can be located in the file(s);
- b. A copy of the RCA, attachments and any modifications;
- c. A copy of the contract award document (SF-26 or SF-33) or PO, contractor's proposals (business and technical) and attachments, a copy of the solicitation (includes SOW) with amendments, clarification/deficiency correspondence, and best and final correspondence;
- d. Monitoring Instruments with "working papers," letter reports, contractor responses and close out letters;
- e. A historic chronological log of all activities, with regard to the contract on a continuous, systematic, routine basis, and correspondence;
- f. Life/Safety Reports, NCIC/NLETS checks, Pre-Occupancy Report, Preliminary Site Inspection, etc.;
- g. Fiscal Data (facility billings, medical billings, etc.);  
and,
- h. Automated Data Processing Contract Information.

A copy of the Public Voucher for Purchases and Services Other Than Personal (SF-1034) and original invoice information received from a contractor must be retained (archived) for historical purposes (see Section 4.5.15. CONTRACT CLOSURE).

#### 4.5.5. **CONTRACT PROGRAM MONITORING**

Ordinarily, the CCM is the COTR (certified in accordance with DOJ and Bureau policy) and the COS acts as contract monitor. On occasion, the Bureau may place a COS on-site to monitor contract compliance. Then, the COS will typically be the COTR. COS staff are responsible for monitoring contractor compliance with the requirements contained in the SOW. COS staff must provide their supervisors and the CO with comprehensive and accurate information concerning a contractor's performance. Bureau staff in the CCM office perform "technical direction" responsibilities for work performed under contracts.

4.5.5.1. The term "technical direction" is defined to include, without limitation, the following:

- a. Government guidance of a contractor's efforts toward full compliance with the contract SOW;
- b. Redirecting the contract performance effort;
- c. Shifting work emphasis between areas or tasks;
- d. Filling in details;
- e. Otherwise accomplishing the actual scope of work;
- f. Supplying information to the contractor which assists in the interpretation of technical portions of the SOW;
- g. Receiving, reviewing, and inspecting reports and information provided by the contractor to the government under the contract; and
- h. Evaluating the performance and certifying all invoices for payment.

4.5.5.2. Technical direction must be within the general scope of work stated in the contract. The contract monitor does not have authority to issue any direction which:

- a. Constitutes an assignment of additional work outside the general scope of the contract.
- b. Constitutes a change as defined in the contract clause entitled "Changes."
- c. Changes any of the expressed terms, conditions, fixed price, or time for contract performance. Only the CO shall, by written modification, authorize any such revisions.

#### **4.5.6. MONITORING INSTRUMENTS AND SCHEDULES**

There are monitoring instruments and schedules for different types of contract services. These instruments are designed to assist Bureau staff in making thorough program evaluations based on contract requirements as detailed in the SOWs. The Bureau can only require compliance with items that are provided for in the contract, and may only make suggestions in other areas.

Contract monitorings are "inspections" or "reviews" as described below:

4.5.6.1. **CCCs**

a. The first full monitoring of all new CCC contract awards shall occur not less than 60 days nor more than 90 days after performance begins, all subsequent interim and full monitorings will follow regularly scheduled time frames as noted in Table 1:

**TABLE 1**  
**MONITORING SCHEDULE FOR CCCs**

<b>TYPE OF FACILITY</b>	<b>ADP PRIOR SIX MONTHS</b>	<b>NUMBER OF FULL MONITORINGS</b>	<b>NUMBER OF INTERIMS BETWEEN FULLS</b>
<b>MINOR</b>	<b>0 - 15</b>	<b>1 EVERY 18 MOS</b>	<b>2</b>
<b>MODERATE</b>	<b>16 - 30</b>	<b>1 EVERY 12 MOS</b>	<b>2</b>
<b>MAJOR</b>	<b>31 &amp; OVER</b>	<b>1 EVERY 12 MOS</b>	<b>3</b>

b. full monitoring of major-use (average daily population of 31 or more offenders the previous six months) and moderate-use CCCs (average daily population of between 16 and 30 offenders the previous six months) shall be conducted annually.

This inspection shall be a thorough, comprehensive review of the contractor's operation. It shall include a close examination of every facet of the contract's requirements.

Ordinarily, the inspection team shall consist of the CCM/COTR (Auditor-In-Charge), the COS, and any additional staff identified by the CCM, MCA, or CCRA. U.S. Probation staff should be invited to attend CCC full monitorings. "Working papers" are the handwritten notes, etc., and duplicated documents which shall form the basis of the Contract CCC Full Monitoring Instrument (Attachment 4-7). Although the majority of the items contained in this instrument are applicable for all CCCs, additions and/or deletions to this monitoring instrument may be necessary depending on the requirements contained in the SOW. The Auditor-in-Charge is responsible for ensuring the monitoring instrument adequately addresses the requirements contained in the SOW.

Because of the possibility of contract dispute or need to further explain the findings of monitorings, it is important all sections of the monitoring instrument be complete, comprehensive, and legible. No blank spaces shall appear on the instrument. These papers shall be maintained in the CCM Contract File for the life of the contract.

Normally, the contractor is notified in advance of all regularly scheduled full monitorings. This notification is commonly accompanied by a request to have the contractor forward, in advance of the monitoring, documentation that specific requirements of the contract are being met. In addition, office logs, files of offenders and SENTRY data can be examined in advance and included in the contract monitoring working papers.

The monitoring report to the contractor shall be composed of findings extracted from the monitoring instrument and supported by the working papers. The format of the report to the contractor shall follow the Monitoring Report Format (Attachment 4-6).

c. Full monitorings of minor-use CCCs (average daily population of 15 or less offenders for the previous six months) should be conducted every 18 months. They shall be performed exactly as outlined above in (b).

d. The full monitorings of all CCCs shall be supplemented with unannounced interim review monitorings, ordinarily conducted by the COS.

Interim reviews of major-use CCCs shall be conducted at least three times between each full monitoring, and at least two times between each full monitoring of a moderate-use or a minor-use CCC. Interim monitorings shall include, but are not limited to, an examination of findings noted in the prior monitoring or review, "spot checks" of historically problematic areas, and any other significant areas of concern. Interim reviews are not intended to be as thorough and comprehensive as a full monitoring.

e. Monitorings of contract facilities shall not be conducted exclusively during regular daytime working hours. Many program activities occur during evening hours and inmate accountability and facility life safety precautions are important at all times. Therefore, the monitor(s) must review operations of CCCs during all hours to observe programs, accountability procedures, and have opportunities to speak with a significant number of inmates and CCC staff.

f. Findings of CCC full monitorings shall be recorded on the standard Monitoring Instrument. Interim reviews shall be recorded on the standard CCC Interim Monitoring Instrument (Attachment 4-8). Interim review reports to the contractor can be in letter form and do not have to follow the format for full monitoring reports as specified in Attachment 4-7. Findings (if any) shall be clearly identified, with clear, concise, and appropriate corrective action outlined. Unless the nature of findings dictate otherwise, interim review reports are not ordinarily as extensive as those for full monitorings.

g. All reports shall be addressed to the contractor's authorized representative identified in the business proposal, or any other subsequently authorized contractor personnel, and shall require a response to areas found non-compliant (Findings) within 30 days of receipt, unless the issue(s) warrant a more immediate response. The contractor's response must indicate all areas of non-compliance have been corrected or must include a plan, with acceptable timetables, to correct the findings identified.

h. As soon as possible, but ordinarily within 10 working days of a full or interim monitoring, the COTR shall sign and forward the cover letter and attached monitoring report to the appropriate contractor representative. Copies of the documents provided to the contractor will be mailed to the following Bureau staff: MCA, CCRA, and CO through the CCA.

Supervisory reviews of monitoring reports, cover letters, etc., prior to their being mailed to the contractor, are at the discretion of the MCA and CCRA.

Copies of the CCM's report on joint use non-Bureau contracts (USMS, INS, or other "piggyback" contracts) shall not be forwarded to the Central Office Procurement and Property Branch.

i. Upon receiving the contractor's response to the monitoring report, the COTR shall prepare and forward a response to the contractor in a timely manner. Ordinarily, this response shall be mailed within five working days and "close out" the monitoring. Monitorings are considered closed when the contractor's written response has indicated all findings have been corrected, or, acceptable plans with appropriate time frames have been outlined to correct findings.

A copy of the contractor's response to all monitoring reports shall be attached to the COTR's follow-up response and copies shall be distributed to Bureau staff as noted above in item h of this section. Copies routed to the CCA shall be reviewed prior to routing to the CO for review and filing in the official contract file.

**4.5.6.2. Contract Confinement Facilities**

**BOP Contracts**

a. Ordinarily all jail and long-term adult confinement facilities will be inspected prior to the contract being initiated and/or activated.

The contract "status" assignment code for these contracts will be active (A) unless the contract has expired or it has been terminated. When in active status, the contract "inspection required" assignment code will be YES (Y) unless no Federal offenders are currently confined or expected to be confined at the facility over the next six months.

When inspections are required for active contract confinement facilities, they will be scheduled as noted below in Table 2:

**TABLE 2**

**MONITORING SCHEDULE FOR JAILS AND LONG-TERM ADULT FACILITIES**

<b>TYPE OF FACILITY</b>	<b>ADP PRIOR SIX MONTHS</b>	<b>NUMBER OF FULL MONITORINGS</b>	<b>NUMBER OF INTERIMS BETWEEN FULLS</b>
<b>MINOR</b>	<b>0 - 49</b>	<b>1 EVERY 12 MOS</b>	<b>0</b>
<b>MAJOR</b>	<b>50 &amp; OVER</b>	<b>1 EVERY 12 MOS</b>	<b>1</b>

b. Additional program oversight shall be initiated commensurate with larger Bureau populations. Facilities with larger populations ordinarily have an on-site COS. In those cases, the COS shall be the COTR and full monitoring teams may be comprised of Regional Office staff (i.e., Inmate Systems Manager, Correctional Services, Programs, etc.).

c. When a facility has not been used for an extended period of time (six months or more), every effort should be made to visit/monitor the facility prior to the arrival of the next designated offender. A visit/monitoring is mandatory for those inactive facilities within 30 days of the designated inmate's arrival or a U.S. Marshal's inspection report is required demonstrating the facility has been reviewed within the last 12 months.

d. Contract juvenile facilities in use shall be monitored following the same type and frequency of review as outlined for a major, moderate, or minor use CCC, depending on use.

e. A number of correctional systems process offenders through a "diagnostic" center or facility prior to the offenders initial designation to a permanent facility. When used by the contract agency, diagnostic units, through which all offenders must be initially processed and evaluated, should be visited during each full monitoring, or at a minimum of once every 12 months.

f. When a contract confinement facility also has a work release program which is the predominant use, the frequency of monitorings shall follow those outlined for CCCs. The monitoring instrument however, should continue to be the appropriate confinement checklist. During the monitorings of this type of program, the contractor's procedures to verify inmate employment and the system for general accountability of inmates while in the community shall be closely examined and addressed in the report.

g. Contract confinement facility full monitorings shall be recorded on the appropriate standard monitoring checklist (see Attachment 4-9 and 4-10). Interim reviews shall be recorded on the standard Contract Confinement Services Interim Monitoring Report form (Attachment 4-11). Preparation of reports or letters and distribution of materials shall be handled the same as for contract CCCs.

#### **Non-Bureau Contracts**

a. These are contracts where the Bureau is listed as an authorized user of another Federal agency's contract ("piggyback" agreements). The USMS contracts are an example.

b. Community corrections staff shall inspect all non-Bureau contract facilities for suitability prior to placing inmates in the facility. The suitability inspection will be coordinated with the USMS. In addition to the Bureau staff inspection, the CCM shall obtain a copy of the latest USMS monitoring report.

Some U.S. Marshal's rely on State inspections of contract jails, if this is the case, a copy of the State inspection should be obtained and maintained in the contract file. Duly authorized State inspections of contract jails is an acceptable inspection for BOP purposes. The suitability inspection shall be documented in the contract file.

c. In addition to the suitability inspection, Community corrections staff shall participate in a Joint Monitoring with USMS staff, once every three years. A copy of all USMS monitoring reports shall be maintained in the contract file. Larger non-Bureau contracts may require additional program oversight. At the CCRA's discretion, Community Correction staff may accompany the USMS Jail Inspectors more frequently.

d. If Community corrections staff learn of serious deficiencies at the facility, the concerns shall be communicated to the USMS office. If deficiencies are not corrected, the Bureau may choose not to use the facility. CCMs shall consult with their MCAs and CCRA's in these cases. Community corrections staff should not correspond directly with the contractor.

#### 4.5.7. **MONITORING AND EVALUATION OF CCC CONTRACT PERFORMANCE**

Monitoring a contractor's performance should be viewed as a daily, continuous, on-going, routine process and not limited to formal monitoring trips to the facility. The COTR is responsible for completing the Contractor Evaluation Form (CEF) "Report Cards" (see **Attachment 4-13**). The contractor's performance will be evaluated at least two times during the life of the contract. The first report card is required at the end of the two year base period with a follow-up to be completed at the beginning of the last option year when an RCA is submitted to the Central Office for a replacement contract. Once each report card is completed, it is sent to the contractor for comment. The contractor has 30 days to comment, rebut, and/or provide additional information to the COTR. If the contractor disagrees with the rating, the information will be reviewed by the MCA, who will consider the comments made by the contractor and decide the final rating. The MCAs decision must be in writing and completed within 15 days from receipt of the rebuttal statement. The MCA is the final authority. This contractor information will be used during the evaluation panel process.

The maintenance of chronological worksheets in each CCM Contract File emphasizes the importance of providing regularly scheduled and unscheduled oversight of a contractor's performance.

The solicitation, which includes the applicable SOW, contractor's business and technical proposals, all provisions of and amendments to the solicitation, and any subsequent changes agreed to during negotiations, Clarification & Deficiencies (C&Ds) and Best and Final Offer(s) (BAFO(s)), establishes the contract.

The SOW outlines the government's minimum requirements and takes precedence over any contradiction in the contractor's proposal.

CCM office staff, ordinarily the COS, should carefully review all documents for indications of any possible "waivers" or "modifications" to SOW requirements that may have taken place during negotiations.

When monitoring CCCs, the following are examples of issues to keep in mind:

#### 4.5.7.1. **Administration**

- a. A review of the operations manual for the contractor's policies concerning use of force, conflicts of interest, handling funds, etc. should be accomplished.
- b. The requirement contractors attend training meetings the Bureau sponsors does **not** mean that one contractor in an area is brought into another contractor's facility to view their forms, procedures, etc., as a means of training. It means the contractor shall attend Bureau-arranged training (normally held every 12-18 months) either region-wide, or by management center, at a central location.
- c. Documentation is being maintained indicating facility staff meetings are being held monthly to foster communication, discuss problems, and ensure compliance with SOW requirements.
- d. The contractor conducts internal audits annually with written findings and planned corrective actions forwarded to the COTR.
- e. The contractor has documentation indicating searches of the facility and personal belongings of the residents are being conducted, at least once per month.

#### 4.5.7.2. **Personnel**

- a. The written job descriptions should be reviewed to determine if they accurately describe the current duties being performed by the respective employees and if the people in those positions meet minimum qualifications as outlined in the job

descriptions. The contractor should provide the full name, date-of-birth, race, sex, and social security number, for all new or replacement staff, so integrity checks (NCIC/NLETS) can be performed prior to their working with Federal offenders.

b. Additional background checks on contract staff need to be performed when necessary (i.e., fingerprints, local law enforcement checks, etc.). Bureau staff must verify the information contained on the applications and resumes of CCC staff of Program Director level or higher.

c. Staff integrity issues are critical. The contractor should be training staff in this area frequently. There should be a clear understanding by all contract staff as to what is and is not appropriate.

For specific procedures regarding the receipt, handling, and closure of CCC contract staff allegations of misconduct or other integrity issues in connection with privately operated contract CCC programs, see Attachment 4-12.

d. Persons under any correctional supervision are prohibited from having anything to do with Federal offenders. If the contractor wants to consider an individual for employment who has a prior criminal conviction(s), but is not presently under supervision, Bureau review and approval, on a case-by-case basis, must take place **before** an individual performs any services under the contract, to include having contact with Federal offenders.

e. The facility staffing pattern must be monitored closely to ensure conformity with the terms of the contract. Special emphasis should be placed on how long positions remain vacant and what steps the contractor is taking to hire new staff.

f. Residents shall not perform work for the facility or be used in lieu of paid workers.

#### 4.5.7.3. **Facility**

a. The facility's location should not have an adverse affect on the community or residents.

b. Adequate space, aesthetics, and facility services should be examined.

c. Continued compliance with all zoning, building and other codes must be ensured.

4.5.7.4.           **Safety/Sanitation/Environmental Health**

- a.           This area should be given careful inspection during monitoring visits. Ensure bedding materials meet the applicable code(s). Particular attention must be paid to sanitation, noting general cleanliness in all areas, the frequency inspections are made, and if a log of sanitation work assignments is kept and available for review.
- b.           Evidence all inspections are occurring in a timely manner should be reviewed.
- c.           The contractor shall be able to demonstrate and document the ability to conduct fire evacuation drills at the facility.
- d.           Extension cords are not to be used in lieu of hard or permanent wiring.
- e.           A written program is to be in effect and compliance is to be maintained concerning the storage, issuance, handling, and accountability of flammable liquids, hazardous chemicals, toxic, and caustic materials used within the facility.

4.5.7.5.           **Referral and Intake Processing**

- a.           The Federal Bureau of Investigation (FBI) will neither issue fingerprint cards to non-government facilities, nor will they accept cards from such facilities. Since fingerprints are to be taken on all residents for identification purposes, the CCM office must provide fingerprint cards to the contractor. The CCM office forwards cards for Direct Court Commitments to the FBI (or another government agency can do it if Bureau staff can make such an arrangement). Centers operated by state correctional or parole agencies should forward fingerprint cards to the FBI in accordance with their own procedures.

Community corrections staff must assist private contractors in locating a resource to take fingerprints, or when necessary, the COS shall train contractor staff in the taking of fingerprints.

Other sources of possible fingerprint training are the USMS, local police, or other law enforcement agencies. Contractor staff must accompany residents when prints are taken. Photographs and fingerprints are required on all Federal offenders housed under a Bureau contract.

- b.           All Judgment and Commitment Orders are being executed and distributed in accordance with Bureau policy.
- c.           The confidentiality of case records is being maintained.

4.5.7.6. **Programs**

a. Examination of program components should be completed to ensure appropriate privilege and supervision requirements are followed.

b. Contractors must develop a network of community resources to meet the needs of Federal offenders assigned to their care. These resources must include a minimum of those listed in the SOW for the contract facility. CCMs should encourage the contractor to use volunteer groups and programs. It is the CCMs' responsibility to ensure procedures used to select and train volunteers follow the same standards of conduct and screening procedures that apply to paid employees.

c. Resident files maintained at the CCC should be closely reviewed to ensure each resident has a descriptive, written program plan.

Case notes should clearly address a resident's progress in:

- ! employment,
- ! housing,
- ! substance abuse counseling, and
- ! other transitional or treatment needs.

d. Program subsistence collection procedures should be reviewed. Special emphasis should be on:

- ! collecting appropriate amounts,
- ! following procedures to modify or waive the amount,
- ! internal control measures, and
- ! receipt and disposition of collected monies.

e. During all reviews, employment records of all Federal residents should be closely reviewed.

f. Substance Abuse

(1) Offenders with a condition of drug aftercare or history of substance abuse are required to be in drug counseling while at the center, rather than waiting until they are released from the CCC. Whenever possible, the resident should receive counseling from the same person and/or agency the USPO requires when released to supervision. The primary exception to this is when the CCC has a specialized drug counseling program or counselor that is an integral part of the contractor's program.

(2) Contractors must meet with the USPO to develop a counseling program for the resident with drug aftercare as a condition of release.

If the contractor sets up a conference and the USPO does not attend, then the contractor's responsibility is met.

The CCM, however, should contact the USPO to discuss this issue since the USPS has agreed to assist our contractors in setting up counseling sessions.

(3) Random urinalysis specimens should be taken at the rate of one for every 10 residents or less per month; between 11 and 20 residents, two tests are required per month; between 21 and 30 residents, three tests are required per month, and so on. The total number of residents upon which the rate should be based should not include USPS cases. Residents with a drug aftercare condition or a history of drug abuse should provide four urinalysis specimens every month.

Residents who are members of disruptive groups shall be administered a random urinalysis at least once per month.

All urinalysis specimens shall be taken on an unannounced, surprise basis and tested for all drugs/substances noted in the PRIMARY TEST PANEL included in the SOW.

(4) The COS is responsible for maintaining a file containing the monthly urinalysis specimen report contractors submit. A tracking system should be developed to ensure the required number of urinalysis specimens are collected.

(5) In the urinalysis specimen program, contractors are required to establish a procedure for the chain of custody from the point of receiving the bottles, through mailing samples to the laboratory. The COS must check this procedure to ensure specimens are kept secure from all residents and other unauthorized persons.

(6) The USPS is responsible for drug aftercare services (urinalysis, alcohol testing, and counseling) for supervision cases (those persons under supervision of the USPO).

g. Staff must review the contractor's method and plan of issuing passes to determine:

- ! how soon after admission the first pass is issued;
- ! the length of time for a pass;
- ! if there is a graduated policy;

- ! who signs the passes; and
- ! accountability during the pass period, etc.

h. The contractor is required to contact the USPO for comments on passes and furloughs that have been recommended for a resident. If the USPO does not respond after reasonable attempts at communication, the contractor has met the requirement and should proceed with the next step.

These attempts to contact the USPO should be documented. The CCM should be alert to requests for furlough on Central Inmate Monitoring (CIM) cases, checking on separatees, and requesting clearance for any furlough outside the immediate area.

The inmate-day rate for residents in this status is ordinarily 50% of the regular inmate-day rate.

i. The contractor should not reserve a bed for Home Confinement residents.

The CCM should ensure the USPO is involved in the decision to place an inmate on Home Confinement. The rate for residents in this status is ordinarily 50% of the regular inmate-day rate.

j. The COS is responsible for providing necessary Bureau forms to the contractor. These forms can be obtained through normal ordering procedures. In emergencies, forms can be obtained from a nearby Federal institution.

#### 4.5.7.7. **Discipline**

a. Determine if current facility rules, regulations and sanctions are acceptable and have been approved by the CCM.

b. Examine the discipline process and procedures to ensure they meet the requirements of the SOW.

#### 4.5.7.8. **Services**

a. Ensure food services are in accordance within the Statement of Work and comply with all Federal, state and local regulations for nutritional, well-balanced meals.

b. Examine availability of medical services and ensure 24-hour access to these services continues to exist. Appropriate staff are to be trained in emergency first-aid and CPR.

4.5.7.9. **Records And Reports**

- a. The system should ensure privacy and eliminate confidentiality concerns.
- b. Appropriate records and reports are to be understood, completed, and forwarded by the contractor.

4.5.7.10. **Release Preparation**

- a. The contractor shall handle each release preparation case appropriately.
- b. The correct release documents shall be completed and forwarded in a timely manner.
- c. When release occurs, the contractor shall follow termination requirements as outlined.

4.5.7.11. **Escapes**

Escapees shall be promptly identified and the contractor shall make timely notifications.

4.5.7.12. **Serious Illness, Injury, or Death of a Resident**

The contractor shall handle any serious injuries or as specified in the SOW. In all cases the CCM shall be promptly notified.

4.5.7.13. **Residents Under Supervision**

The contractor shall have a clear understanding of the implications of this legal status and differences in handling these cases.

4.5.7.14. **Research and Evaluation**

The contractor shall consult with its staff and the CCM before collecting data. This information is very important for planning and analytical purposes.

4.5.8. **CONTRACTOR TRAINING AND MANAGEMENT/TECHNICAL ASSISTANCE**

One of the Bureau's goals is to increase the quality of contract corrections provided to Federal inmates. CCM office staff are responsible for providing on-going assistance in the training of contractor staff. Assistance, however, in the form

of Bureau training never relieves the contractor from its legal obligation of providing fully compliant contract performance during the entire performance period.

4.5.8.1. Training

a. On-Site CCM Training. At least annually, CCM office staff shall hold either individual or group training sessions with contract staff and provide an orientation to all newly employed CCC staff at the contractor's facility, using Bureau or outside resources. Staff must be aware of any self-contained training packages the Bureau produced. Annual training shall include:

- ! discipline,
- ! integrity,
- ! accountability,
- ! life/safety, and
- ! other relevant issues.

b. Each region shall hold a contractor training conference or forum, on a Region-wide or Management Center level, every 18 months. This conference should focus on Management Center, Regional and National Community corrections and other relevant issues. Resource staff and guest speakers might include Federal Judges and Probation Officers, the Director, Assistant Director, and Regional Director, the CCA, and representatives from the Bureau Procurement and Property Branch.

c. If key contractor personnel leave their positions, their replacements must receive training within 90 days at the contractor's expense. Key personnel are the foundation of a model CCC operation. Training programs help contract staff better understand the Bureau's requirements and operations.

d. The CCM should document training given and to whom, either by individual certificate or letter. This documentation lends credence to the contractor's knowledge of Bureau requirements and may be useful if inmates initiate litigation. A copy of this training document shall be maintained in the CCM Contract File. If the training program used an agenda it should be attached. Be sure to document the use of any training resources in the memo.

e. USPO Contacts. One of the most important aspects of a contract CCC is its relationship with the USPS. It is the CCM's responsibility to serve as a liaison between the CCC and the local USPO. The CCM will help in solving problems that occur between the USPO and the CCC and in some situations will work out

a direct conflict between them.

#### 4.5.8.2. Management/Technical Assistance

Management/technical assistance is provided in the areas of staffing, facilities, and programs.

##### a. Staffing

- (1) Identify available training opportunities.
- (2) Arrange visits to Federal institutions for contract staff.
- (3) Encourage contract staff participation in professional organizations.
- (4) Emphasize the importance of CCC staff training and retention programs.

##### b. Facility

Ensure the contractor meets Bureau requirements regarding safety, sanitation, permits, etc., in connection with the facility and services.

##### c. Program

- (1) Make sure contract staff are aware of available state and local programs, such as mental health programs and employment training and assistance.
- (2) Assist contractors to develop student intern programs that can aid in providing counseling services.

##### d. Reporting of Management/Technical Assistance

CCM office staff shall report, in writing, to the MCA and CCRA, any management assistance they provide to any agency of the criminal justice system.

#### 4.5.9. **AUTOMATED DATA PROCESSING REQUIREMENTS**

The CLPS is an automated contract information system maintained in the SENTRY database. This system provides technical and descriptive information about contracts and is used by all Bureau staff to locate facilities. In addition, it provides community corrections staff with information on monitorings, contract expiration dates, quotas, etc.

Instructions for data submission and general use of the system are contained in the **Technical Reference Manual on SENTRY General Use**.

It is essential that CCM office staff update the information whenever contract resources are added, deleted, inspected, or whenever the descriptive information is changed.

When USMS inspections of contract jails are made between Bureau inspections, staff shall update the system to reflect the audit.

#### 4.5.10. **MODIFICATION OF SOW/CONTRACT**

Modifications may be made to the SOW when certain additions or deletions (within the scope of work of the existing contract) are necessary and adjustments in the price or services are not required. Modifications which are determined to be significant changes to the SOW or requirements of the original contract can jeopardize the remaining unexercised periods of performance contained in the originally awarded contract.

If the COS believes it is advantageous to the government to modify the contract, he or she must submit a RCA through the CCM, MCA, and to the CCRA, who forwards it to the CO through the CCA.

#### 4.5.11. **OPTION YEAR CONTRACTS**

Once the COS determines the need for continued CCC services with an existing contract, the COTR shall submit an electronic request to the Community Corrections Branch, the CCRA, and the MCA, to exercise the next option year. The submission must be completed four months in advance of the end of the performance period.

For contracts in excess of \$25,000 but less than \$500,000, the COS shall submit an Individual Acquisition Plan (IAP) along with their request to exercise an option year.

For contracts over \$500,000 CCB will complete and submit an APP directly to the CO.

#### 4.5.12. **PERFORMANCE PROBLEMS**

Any problems regarding contractor performance must be thoroughly documented. Ordinarily, the contractor must be notified of the problem(s) and given an opportunity to take corrective action. This is characterized by the monitoring process, but may occur anytime circumstances warrant such notification/corrective action/follow-up measures.

#### 4.5.13. **ADVERSE ACTION NOTICES**

While informal resolution is always preferred, failure to meet contract requirements require immediate attention and may, if not corrected, necessitate an adverse action notice from the CO or the COTR directing the contractor to cure the problem. Only the CO, with concurrence of legal staff, is authorized to issue an adverse action notice (Cure Notice). Ordinarily, this notice is only issued when recommended by Community corrections. The COTR may take an adverse action by withholding an appropriate amount of funds from the contractor, under the Inspection of Service Clause, FAR 52.246-4.

#### Withholding

When a contractor fails to perform in accordance with the Statement of Work the COTR may withhold an appropriate amount of funds from the contractor. In most cases, the performance problems have been brought to the attention of the contractor verbally, in monitoring reports, and through other correspondence. A withholding of funds is usually the final action before a cure notice is issued by the contracting officer.

Before the COTR sends the withholding letter to the contractor, the circumstances should be discussed with the Central Office Community Corrections Contracting Sections Chief. If all concerned agree that the proposed withholding is appropriate the COTR may send the withholding letter to the contractor.

#### Cure Notice

The CCM (COTR) must submit the request for a Cure Notice in written memorandum and forward it, express mail, if necessary, through the MCA, CCRA and CCA, to the CO. The request must be very specific, thoroughly descriptive, and cite specific provisions of the contract (chapter, page, and paragraph of the SOW, proposal, etc.). A discussion outlining when the contractor was notified of the problem; how much time was allowed to correct the matter; and the state of the non-compliance with the terms of the contract, as it currently exists, must be included.

If a reviewer (MCA, CCRA, CCA, or legal staff) or the CO find the request unwarranted, a written explanation of the rationale and recommended course of action(s) shall be returned to the previous reviewer(s) and to the CCM, with the original request.

Copies of these documents shall be maintained in the respective office contract files.

After the CO issues a Cure Notice, and the specified time period lapses, an on-site inspection is typically required to evaluate whether the contractor has corrected the problem(s). A written report of the findings of the inspection shall be provided to the CO through the MCA, CCRA, and CCA. Failure on the part of the contractor to correct the problem(s) may result in termination of the contract.

#### 4.5.14. **TERMINATIONS**

A recommendation for termination by the CCM shall be made only after an appropriate Cure Notice has been issued by the CO, and after legal staff and the CO have reviewed and concurred. A termination is used after all other efforts have failed. All termination requests the CCM submitted should be processed through and have the concurrence of the MCA, CCRA and the CCA prior to being forwarded to the CO.

#### 4.5.15. **CONTRACT CLOSURE**

Upon expiration (or termination) of a contract, the CCM shall forward a BOPNet E-Mail message to the CO, with copies to the MCA, CCRA and CCA, that indicates:

- a. the contractor has completed services under the contract and all options have expired;
- b. the date and number of the final invoice and when it was received;
- c. when the invoice was certified and forwarded for payment;
- d. the amount of excess funds (ordinarily one month's accrual, if any) that need to be deobligated; and,
- e. the voucher number\* and date (these will appear on the copy of the SF-1034 returned by the pay station).

[\*This is the number assigned by the pay station before the voucher is forwarded to Treasury for payment.]

Following contract closure, all original documentation not a part of the official contract file should be mailed to the CO. All other contract documents maintained in the CCM Contract File may be destroyed.

REQUEST FOR CONTRACT ACTION (RCA)

(CO Use Only: RCA NO: \_\_\_\_\_ RFP NO: \_\_\_\_\_)

1. Type of Action Requested (Check One):

a. New ( )      b. Replacement ( )      c. Modification ( )

If New or Replacement is checked, identify the following:  
Type of Services:

Location - City: \_\_\_\_\_ State: \_\_\_\_\_  
County(s): \_\_\_\_\_

Statement of Work (SOW):

SOW page changes attached:                      yes ( )      no ( )

If Modification is checked, complete the following:

Contractor Name: \_\_\_\_\_ Contract  
Number: \_\_\_\_\_ Location Code: \_\_\_\_\_

2. Justification and Explanation for this request:

3. Period services will be required:      - -      through      - -

4. Fiscal Data

a. Accounting Code:    \_ \_ - \_ - \_ \_ \_ - \_ \_ \_ - \_ \_ \_ - \_ \_ \_ -

b. Estimated Inmate-Days and Expenditures:

Contract Period(s) Per Capita	Inmate-days/Beds		Cost Estimate Per Period	
Base Period (Total)			(Inmate-day)	
___ - ___ - ___ through	M: /	M: \$	\$	
___ - ___ - ___	F: /	F: \$	\$	
Total:	/		Total: \$	

Contract Period(s) Per Capita	Inmate-days/Beds		Cost Estimate Per Period	
Option Year #1 (Total)			(Inmate-day)	
___ - ___ - ___ through	M: /	M: \$	\$	
___ - ___ - ___	F: /	F: \$	\$	
	Total: /		Total: \$	

Option Year #2				
___ - ___ - ___ through	M: /	M: \$	\$	
___ - ___ - ___	F: /	F: \$	\$	
Total:	/		Total: \$	

Option Year #3				
___ - ___ - ___ through	M: /	M: \$	\$	
___ - ___ - ___	F: /	F: \$	\$	
Total:	/		Total: \$	

5. Suggested Sources: Include complete address, contact person and telephone number for each source provided. NOTE: If this is a replacement requirement, asterisk the incumbent provider and include their Contract Number, Location Code, Per Diem rate and Expiration Date.

6. List all existing Bureau of Prisons contracts providing similar services within 50 miles of the location identified for this request. Include the contractor name, contract number, location code, per diem rate and expiration date for each contract listed.

7. For billing purposes, provide the Community Corrections Manager's name, mailing address and telephone number below:

8. Requested, Reviewed, and Approved by:	Date:
CCCOS: _____	_____
CCM: _____	_____
MCA: _____	_____
CCRA: _____	_____
CCAA: _____	_____
Received by CC Contracting Section	_____



**CONTRACT OVERSIGHT SPECIALIST PRELIMINARY SITE  
INSPECTION REPORT**

RFP #: \_\_\_\_\_ DATE OF INSPECTION: \_\_\_\_\_

OFFEROR: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OFFERORS REPRESENTATIVE(S) ON-SITE DURING INSPECTION (Name and Title):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SITE INSPECTION TEAM MEMBERS (Name, Position, and Office)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Preliminary Site Inspection was performed to evaluate the offeror's facility in accordance with the solicitation's evaluation criteria for facility and location and Statement of Work (SOW).

**INTRODUCTORY COMMENTS**

Be definitive and cover such things as:

A. If multiple-dwelling, how many units? What will the other units be used for, if not CCC purposes? Is it multiple floors? What's on other floors, if not intended for CCC purposes? Were they inspected?

B. Who, if anyone, was present representing the offeror? Who, in addition to the COS, assisted in the inspection? Is the RSS report being mailed separately or is it included/attached?

C. Were any plans given to you? Did you view any? Any attached? Did the offeror discuss his/her plans for the facility or just walk around the building with you? Do they have any idea of how and in what way they plan to utilize the structure?

Facility Utilization:

1. How many residents can the facility accommodate? Can the facility accommodate the residents/inmate-days for the Base and Option Years identified on this solicitation?
  
2. Is the area zoned for a CCC? Or is the zoning such that a zoning variance will be required? What source(s) provided you with this information?
  
3. Is the facility within one mile of public transportation? (Describe what kind it is; if none exists, what plans, if any, were discussed or outlined to you for transporting CCC residents to the general area of employment opportunities? How did you determine this area can be reached within one and one-half hours?)
  
4. Is the facility located in a high crime rate area? (How did you determine this? Cite all sources and the nature of their comments or actions; attach any and all documentation that supports your determinations.)
  
5. Is the facility accessible to the physically handicapped? (If not, what plans, if any, were discussed or outlined to you for handicapped accessibility?)

6. Discuss the facility's capability to provide for at least 60 square feet of personal living space per resident, through the final option year. (Four square feet may be closet space, but this space may not include common areas, hallways, or bathrooms. Does a local or state law or regulation require more space? Actual measurements are required.)

7. How many of the following are accessible to the resident population: Wash Basins\_\_\_\_ Shower/Bathing Areas\_\_\_\_ Toilets\_\_\_\_\_.

8. Is hot water thermostatically controlled not to exceed 120 degrees Fahrenheit? (How determined?)

9. Did you notice any pest or vermin? Y or N (If "Y", describe.)

10. How many washers and dryers does the facility have that are accessible to the residents? Is there a commercial laundering facility within one mile of the facility?

11. Do telephone facilities exist on the premises that would be accessible to the residents? Y or N (If "N", where is the nearest public phone?)

12. How far from the facility is the nearest Fire Department or Fire Protection Service?

13. How far from the facility is the nearest public medical facility that operates on a twenty-four hour per day basis? (Hospital? Clinic?)

14. Can the facility accommodate both sexes? Y or N (If "Y", discuss the reasonable separation and supervision of the residents.)

15. Is this facility specifically being designed for this contract? Does it, or when renovated could it, have the capacity to house other than Federal offenders above the Bureau's estimated number of beds in this solicitation?

16. Is there a kitchen and dining area capable of accommodating the estimated number of Federal offenders (normally 15 sq. ft. per person)? (Describe the accommodations.)

17. Describe the space for group meetings, visiting, indoor recreation, and counseling (normally 15 sq. ft. per person): (Is it adequate to accommodate the population?)

18. Describe the surrounding neighborhood:

19. General Comments:

Distribution: -Evaluation Panel Chairperson  
-CCM Office File  
-MCA  
-CCRA  
-CO

**REGIONAL SAFETY SPECIALIST PRELIMINARY SITE  
INSPECTION REPORT**

Date of Report: \_\_\_\_\_

RFP#: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Report Completed by: \_\_\_\_\_

Position: \_\_\_\_\_

Offeror: \_\_\_\_\_

Site Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INTRODUCTORY COMMENTS:** Be definitive and cover such things as:

A. The applicable edition of the Life Safety Code and Statement of Work (SOW) reference during this inspection.

B. Type of structure, age, and general condition of the building. Will major renovations be required to comply with NFPA-Life Safety Codes/SOW requirements?

C. Were floor plans given to you? Are any attached? If present, did the offeror or his/her representative discuss their plans for the facility with you?

**DEFICIENCIES:**

Identify/describe what facility repairs, if any, must be accomplished to bring the structure into conformance with the NFPA-Life Safety Codes/SOW.

**RECOMMENDATIONS:**

**GENERAL COMMENTS:**

**DISTRIBUTION:** - Evaluation Panel Chairperson  
- CCM Office File  
- MCA  
- CCRA

**PREOCCUPANCY INSPECTION**

Contract #: \_\_\_\_\_ Award date: \_\_\_\_\_

Scheduled Performance Date: \_\_\_\_\_

Date Award Notification Received: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Contract Location Code: \_\_\_\_\_

Facility Name and Address:

Contractor Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preoccupancy Inspection Team:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSTRUCTIONS: This inspection is to determine if the contractor has made required renovations to their facility and has the essential resources to begin performance under the terms and conditions of the contract. Of particular importance are all negotiated items that may have modified, waived, or clarified requirements in the Statement of Work (SOW), or other provisions of the contracts.

This is an internal, working document and does **NOT** go to the contractor. The findings and corrective action resulting from this inspection are transmitted from the COTR (CCM) to the contractor for correction. Federal offenders should not be placed in the facility if it is not ready to accept Federal offenders, particularly if the deficiencies present a life safety threat to the occupants.

1. Introduction

Ordinarily, the Contract Oversight Specialist (COS) and the Regional Safety Specialist (RSS) will be performing all preoccupancy inspections for CCC services. Prior to performing a preoccupancy inspection, a thorough review of the facility's

Preliminary Site Inspection findings (Attachment 4-3 and 4-4), written negotiations, and a review of the SOW should be accomplished. For example, required renovation of the structure to include a fire escape or the installation of a sprinkler system during the Preliminary Site Inspection, should have been

clarified during negotiations (C&D's). Unless you have received and reviewed this information, you cannot perform a proper preoccupancy inspection.

## 2. Facility

a. Following review of the Preliminary Site Inspection report and contract negotiation documents, list below what renovations/repairs/improvements, etc. the contractor has agreed to and should be completed to comply with the SOW/NFPA Life Safety requirements. (Attach additional sheets if necessary.)

b. What other items related to the facility needed to be installed or repaired? (Installation of washers and dryers, telephones, additional sinks/toilets/showers, lockers/closets, remodeling of counseling or visiting rooms/areas, etc.)

c. Review proof of zoning and other required licenses or permits.

d. Verify the following standards: air ventilation, lighting, square footage per resident, separate facilities (if co-correctional), handicap accessibility, space and furnishings for group meetings/visiting/recreation, and dining area.

e. Verify pillow and mattress standards are met.

f. Ensure written fire and evacuation plans, including diagrams, are posted in a conspicuous place.

g. Review provisions for immediate fire department notification, if necessary.

## 3. Administration

a. Review the contractor's operations manual.

b. Review the contractor's policy/procedures for funds accountability. (Receipt, disbursements, etc.)

c. Review the contractor's policy prohibiting an employee from using their official position to secure privileges or advantages.

d. Review the contractor's liability and property insurance policy to ensure coverage for the facility and equipment.

## 4. Personnel

- a. Ensure the numbers and types of staff specified in the contract have been hired by the contractor.
- b. Have perspective staff names, social security numbers, dates-of-birth, race and sex been provided so NCIC/NLETS can be performed?
- c. Have you taken the fingerprints of the Facility Director and **all** other staff that have been hired by the contractor to perform services under this contract?
- d. Obtain copies of the Facility Director's employment application and resume. BOP staff must verify the information contained in these documents (degrees, prior positions of employment, etc.). Ensure the contractor has performed these same checks on all other contract staff. Review documentation.
- e. Review the content of the initial orientation training to be provided to all new employees during their first week of employment.
- f. Compare each employee's qualifications against the job description for their position to ensure they meet the minimum qualifications for the job.
- g. Examine the contractor's work schedule to ensure it clearly defines the duty hours of each staff member.
- h. Ensure the contractor has advised all employees of the Standards of Conduct, and their notification has been documented.

#### 5. Intake/Programs

- a. Review policies and procedures for the referral and intake process.
- b. Examine the network of community resources and services the contractor is developing to assist offenders, particularly for employment purposes.
- c. Does the substance abuse counselor meet minimum qualifications.
- d. For substance abuse testing services, is the contractor ready to process samples (logs, bottles, alcolyzer, etc.)?
- e. Examine sign-out log to ensure the proper information is recorded.

f. Has the contractor provided for in-house recreation activities (such as, television, table games, exercise equipment, etc.)?

6. Discipline

a. Has the contractor submitted their list of center rules and minor sanctions to the CCM for approval?

b. Ensure the contractor has the appropriate forms, and in a sufficient supply. The contractor should be well-versed in exactly what steps and procedures are required in disciplinary proceedings.

7. Services

a. Review the food service program. Are the facilities ready to begin operations? Menus have been reviewed and approved?

b. Have appropriate licenses and permits been obtained?

c. Is a written agreement with a local restaurant in place, (if applicable)?

d. Review the written arrangements ensuring the availability of 24-hour emergency medical care.

e. Have appropriate staff been trained in emergency first aid and CPR?

f. Does the contractor have basic first aid supplies on-site?

8. Record System

a. Review the record and report system designed by the contractor to ensure it meets privacy standards.

b. Examine the resident's finances record sheets or log. Is the appropriate information going to be collected?

9. Escape

a. Have escape notification procedures been established?

10. Research and Evaluation

Examine the organized system of information collection, storing, retrieval, reporting, and review. Have center staff and BOP staff been consulted in identifying information needs?

Inspection Team Certifications:

Signature	Title	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Distribution: Original--CCM Office Contract File (Attached to a copy of the letter sent to the contractor.) Copy--Contracting Officer via the CCM, MCA, CCRA, and CCA (Attached to a copy of the letter sent to the contractor from the COTR (CCM).)

**MONITORING REPORT FORMAT**

Contractor Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Assignment Code: \_\_\_\_\_

**Background**

- If first full monitoring, provide background information of award
- Contract quota and utilization over the past 6-12 months. Identify any trends in utilization (e.g., Federal, pretrial, state, home confinement, urban work camp, MINT etc.)
- Significant changes since last monitoring (modifications, staff changes, structural facility changes, etc.)

**Scope of Monitoring**

- Type of monitoring (Full, Interim)
- Date(s) and time(s) staff were at the facility
- Any continuing concerns
- What were the findings of the previous full monitoring (if applicable)

**Findings**

- Identification should be clear and concise and indicate the degree to which the program is deficient.
- Should include a reference to the requirement contained in the contract/SOW.
- Specify the corrective action to be taken and the date/number of days in which the contractor is to provide the CCM with a written response.

**Comments/Recommendations**

- Strengths/Weaknesses

\_\_\_\_\_  
Signature - Community Corrections Manager/  
Contracting Officer's Technical Representative

\_\_\_\_\_  
Date

**COMMUNITY CORRECTIONS CENTER FULL MONITORING  
INSTRUMENT**

CONTRACTOR NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

PLACE OF PERFORMANCE: \_\_\_\_\_

(Complete address)

Date(s) & Type of Last Monitoring: \_\_\_\_\_

Type Use: \_\_\_\_\_ Major \_\_\_\_\_ Moderate \_\_\_\_\_ Minor

Average Daily Population Last Six Months: \_\_\_\_\_

Current Population:  
\_\_\_\_\_ Total \_\_\_\_\_ BOP \_\_\_\_\_ USPO \_\_\_\_\_ Pretrial \_\_\_\_\_ NonFederal

Bed Capacity for Federal Offenders: \_\_\_\_\_ Quota \_\_\_\_\_ Max Cap

Other agencies this contractor performs services for are:

\_\_\_\_\_

Inspection Team: (Name & Job Title)

\_\_\_\_\_

\_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

(Name & Job Title)

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

Reviewed by: \_\_\_\_\_

(Name & Job Title)

**(Note: This instrument requires "working papers" which clearly support how the findings in each area were determined. Attach additional sheets as necessary for Discussion/Findings.)**

**Activity Sheet**

(At a minimum, record the inspection team's specific date (1/12/20) and time(s) of arrival to and departure from the facility. At a minimum, 4-8 Page free to add any additional information relevant to the inspection team's activities).

Team Member Name	Arrival Date / Time	Departure Date / Time
------------------	------------------------	--------------------------

Additional Information Relative to Team's Inspection Activity:

**ADMINISTRATION AND ORGANIZATION**

\_\_\_\_\_ 1. Does the contractor have documentation indicating their standing as a legal entity, or part of a legal entity?

\_\_\_\_\_ 2. If a sole proprietorship, does the contractor have documentation indicating that legal measures have been taken to provide for continuity of service in the event of incapacitation, retirement, or death?

\_\_\_\_\_ 3. Does the contractor have a written organizational chart that outlines the structure of authority, responsibility, and accountability within the contractor's facility and parent agency?

\_\_\_\_\_ 4. Does the facility manager hold meetings at least monthly with facility staff to foster communication, establish policy, discuss problems, ensure compliance with requirements, and implement programs?

\_\_\_\_\_ 5. Does the contractor maintain a current written operations manual that is available to staff, and reviewed at least annually? Is it updated annually to reflect current policy?

\_\_\_\_\_ 6. Does the contractor have a written system for disseminating new or revised policy and procedure to staff, volunteers, and if appropriate, to residents?

\_\_\_\_\_ 7. Does the contractor conduct an internal audit of the program on at least an annual basis, using the SOW as a guide? Is a copy forwarded to the CCM?

\_\_\_\_\_ 8. Does the contractor attend and participate in meetings/training sessions scheduled by Bureau of Prisons?

\_\_\_\_\_ 9. Does the contractor have a written set of long-range goals which are reviewed and updated annually?

\_\_\_\_\_ 10. Does the contractor have a written policy to prevent conflict of interest which specifically states that no employee may use his or her official position to secure privileges or advantages?

\_\_\_\_\_ 11. Does the contractor have documentation of its tax exempt status, (if applicable)?

\_\_\_\_\_ 12. Does the contractor have written policy and procedures for receipt, safeguarding, disbursement and recording of funds that comply with generally accepted accounting practices?

\_\_\_\_\_ 13. Does the contractor have liability and property insurance for the facility and equipment?

\_\_\_\_\_ 14. Does the contractor have written policy specifying that equal employment opportunities exist for all positions?

\_\_\_\_\_ 15. Does the contractor ensure a resident is never in a position of control or authority over other residents?

\_\_\_\_\_ 16. Does the contractor prohibit the use or possession of lethal weapons in the contract facility?

\_\_\_\_\_ 17. If there have been instances of physical force used to control resident behavior, did the contractor send written reports to the CCM within 24 hours? Was the contractor's decision to use it based on good judgment?

\_\_\_\_\_ 18. Does the contractor conduct searches of the facility and personal belongings of residents, to include automobile searches, at a minimum of once per month? Does the contractor conduct pat searches? Do contractor staff only conduct strip searches with the approval of the director, and then, by the same ~~gender~~ sex staff and with two staff members present? Is the basis for and results of the strip search documented?

\_\_\_\_\_ 19. Are 75% of the services required in this contract provided by the contractor's staff?

\_\_\_\_\_20. If accredited, does the contractor possess documentation of this status? If not accredited, does the contractor plan to achieve this status?\_\_\_\_\_ When?\_\_\_\_\_

\_\_\_\_\_21. Have any continuing or permanent deviations from the provisions of the Statement of Work or proposal been submitted for approval by the contractor through the CCM to the Contracting Officer?

\_\_\_\_\_22. Has the contractor provided for the translation of facility rules, emergency diagrams, and other related documents into a foreign language as required by the composition of the resident population?

\_\_\_\_\_23. Does the contractor ensure that residents are not used for medical, pharmaceutical or cosmetic experiments?

\_\_\_\_\_24. Do contractor staff, especially key personnel, know what SOW services are provided?

**Discussion/Findings**

**PERSONNEL**

\_\_\_\_\_ 1. Does the facility have 24 hour per day fully dressed, wide-awake staff coverage by paid staff?

\_\_\_\_\_ 2. Is the negotiated staffing pattern still in place? If population has significantly changed (+ or - 25%) has the original staff/inmate ratio been maintained?

3. Does the contractor have written personnel policies which include:

\_\_\_\_ staff training, development and retention  
\_\_\_\_ affirmative action  
\_\_\_\_ grievance & appeal procedures  
\_\_\_\_ orientation  
\_\_\_\_ employee performance evaluation  
\_\_\_\_ personnel records  
\_\_\_\_ hours of work  
\_\_\_\_ disciplinary procedures  
\_\_\_\_ terminations  
\_\_\_\_ resignations

\_\_\_\_\_ 4. In addition to paid staff, are volunteers used at the discretion of the CCM, and subject to screening and standards of conduct identical to that for paid employees?

\_\_\_\_\_ 5. Does the contractor have job descriptions for all staff positions performing services under this contract? Does each job description accurately describe duties for the position and include, at a minimum, the job title, the responsibility of the position, and the required minimum education and experience?

\_\_\_\_\_ 6. Does the contractor discriminate or exclude from employment women working in men's programs or men working in women's programs?

\_\_\_\_\_ 7. Does the contractor have written policy providing for a probationary term followed by permanent status for new or promoted employees?

\_\_\_\_\_ 8. Does the Center Director meet the minimum education and experience qualifications for that position as defined in the SOW?

\_\_\_\_\_ 9. Does the contractor maintain a complete, confidential, and current personnel record for each staff member?

\_\_\_\_ 10. Does the contractor evaluate each employee's performance on at least an annual basis? Are the evaluations in writing, discussed with the employee, and signed by both the employee and the evaluator?

\_\_\_\_ 11. Are new employees provided an initial orientation during their first week of employment?

\_\_\_\_ 12. Are all key personnel full-time employees? (Full-time employment is defined as forty hours per week. Key personnel are defined as the facility manager, case manager, and counselor or staff in equivalent positions. Any proposed changes of key personnel shall be submitted for approval through the CCM to the CO.)

\_\_\_\_ 13. Does the contractor vouch potential employees through reference and employment checks prior to commencing employment duties? Does the contractor require all proposed employees to provide complete details of any criminal conviction record? Does the contractor notify proposed employees that a criminal records check may be processed by the CCM to verify employment applications?

\_\_\_\_ 14. Does the staffing pattern of the facility concentrate program staff when most residents are available at the facility? Does the contractor have a work schedule clearly defining the duty hours of each staff member? If the contractor's facility also houses non-Federal residents, has the contractor maintained the percentage of each staff member's time devoted to Federal offenders as identified in their proposal?

15. Does the contractor's standards of employee conduct include, at least, the following:

\_\_\_\_\_ a. the contractor shall not display favoritism or preferential treatment of one resident, or group of residents, over another;

\_\_\_\_\_ b. no contractor employee may deal with any resident except in a professional relationship that will support the approved goals of the center program; specifically, staff members must never accept for themselves or any member of their family, any personal gift, favor or service from a resident or from any resident's family or close associate, no matter how trivial the gift or service may seem; all staff are required to report to the center director any violation or attempted violation of these restrictions; in addition, no staff shall give any gifts, favors or services to residents, their families or close associates;

\_\_\_\_\_c. no contractor employee shall enter into any business relationship with any resident or resident's family (e.g. selling, buying or trading personal property), or employ them in any capacity;

\_\_\_\_\_d. other than incidentally, no contractor employee shall have any outside contact with a resident, ex-resident, resident's family or close associates, except for those activities which are an approved, integral part of the center program and a part of the employee's job description;

\_\_\_\_\_e. contractor employees may not engage in any conduct which is criminal in nature or which would bring discredit upon the contractor or Bureau of Prisons; the contractor shall ensure that the conduct of all employees is above reproach; not only must employees avoid misconduct, but the appearance of misconduct as well;

\_\_\_\_\_f. any violation or attempted violation of the restrictions referred to in this section on employee conduct shall be reported telephonically and in writing, including proposed action to be taken by the contractor, through the CCM to the CO? Any failure to report a violation or take appropriate disciplinary action against contractor employees may subject the contractor to appropriate action, up to and including termination of the contract; and

\_\_\_\_\_g. the contractor shall notify and train employees concerning the standards of conduct and document this notification in personnel files.

\_\_\_\_16. Does the contractor observe the provisions of the Convict Labor Act? (Under the Act, residents are not permitted to perform work for the contractor, except that as part of the program, they may be required to maintain their respective living areas. This includes sweeping and cleaning their immediate living area as well as recreation or day room areas, bathroom and shower areas, and passage and hallway areas. "Extra Duty" could be imposed for minor rule infractions and could include such things as occasional lawn mowing or sanitation duties. The intent of the statute is that inmates will not be used in lieu of paid workers.)

\_\_\_\_17. The contractor may not employ any individual who is under supervision or jurisdiction of any parole, probation or correctional authority. Are persons with previous criminal convictions, but who are not under supervision, employed by the contractor? Has the Bureau of Prisons approved them?

**Discussion/Findings:**

**FACILITY**

\_\_\_\_\_ 1. Is the contractor's facility in compliance with all applicable zoning ordinances?

\_\_\_\_\_ 2. Does the facility conform to all applicable building codes? (The contractor's verification of compliance may be in the form of a license, letter and/or certificate from the appropriate local authority.)

\_\_\_\_\_ 3. Is the facility located within one mile of public transportation? If not, does the contractor provide for transportation of residents for employment or program participation activities at no cost to the resident?

\_\_\_\_\_ 4. Is there any public concern or opposition to the contractor's program? Has the contractor taken any steps to address this public concern or opposition? Is it having an adverse effect on the community or residents?

\_\_\_\_\_ 5. Is the facility located in an area where the commuting time to the general area of work is ordinarily no more than one and one-half hours each way via public transit? Does the contractor arrange for transportation for indigent residents while seeking employment, at no cost to the resident?

\_\_\_\_\_ 6. Do the facility's sleeping quarters have adequate ventilation of outside or recirculated filtered air?

\_\_\_\_\_ 7. Do all areas in the facility have adequate lighting as defined in the SOW? (living/sleeping areas; grooming areas; kitchen storage areas).

\_\_\_\_\_ 8. Is the Contractor in compliance with the square footage requirements for resident sleeping areas as defined in the SOW and/or determined during contract negotiations? Is the facility in compliance with local, county, or state occupancy/maximum capacity requirements?

\_\_\_\_\_ 9. Does the contractor ensure that residents are afforded a reasonable degree of privacy? If co-correctional, does the facility provide for separate sleeping, bathing, and toilet facilities by sex?

\_\_\_\_\_ 10. Is the contractor's facility and/or plans to accommodate the physically handicapped (staff, residents, visitors) in accordance with the awarded contract?

\_\_\_\_\_ 11. Is private counseling space provided in the facility and, if so, is the space adequate?

\_\_\_\_\_ 12. Are space and furnishings for activities such as group meetings, visits, and recreation provided in the facility and, if so, is the space adequate?

\_\_\_\_\_ 13. Does the facility meet the SOW requirements governing the number of toilets, wash basins and showers for the resident population/quota?

\_\_\_\_\_ 14. Do the showers and wash basins have hot and cold water? Is the hot water temperature thermostatically controlled at no more than 120 degrees Fahrenheit?

\_\_\_\_\_ 15. Are laundry facilities available to all residents and are there an adequate number of washers and dryers for the resident population/quota if provided in-house? If no in-house laundry facilities are provided, are facilities available through a community establishment within one mile of the facility?

Unless a resident chooses to launder his or her own belongings, is the cost of laundering resident's personal belongings provided by the contractor?

\_\_\_\_\_ 16. Are telephone facilities on the premises accessible to residents?

**Discussion/Findings:**

**SAFETY/SANITATION/ENVIRONMENTAL HEALTH**

\_\_\_\_\_ 1. Does the contractor's facility meet requirements as defined in the current National Fire Protection Association (NFPA) 101, Life Safety Code? (Note: Applicable chapters of NFPA 101, as interpreted by Bureau of Prisons' representatives, will be applied during all facility inspections. In addition to mandatory requirements, Chapters 16-21 of NFPA ordinarily apply to most facilities. Verification of compliance may be in the form of a license, letter and/or certificate from an appropriate authority.)

\_\_\_\_\_ 2. Does the facility comply with all local, state, and national health and safety codes? If they conflict, is the most stringent met?

\_\_\_\_\_ 3. Does the contractor provide for vermin and pest control? Is routine trash and garbage removal taking place?

\_\_\_\_\_ 4. Does the contractor provide for documented weekly sanitation and safety inspections of all internal and external areas and equipment?

\_\_\_\_\_ 5. Do all resident mattresses, mattress pads, and pillows meet the Flammability Standard DOC-FF-472 or applicable State Code/Bulletin (e.g. California State Technical Bulletin 106) and Federal Flammability Standard 16 CFR 1632?

\_\_\_\_\_ 6. Is there a housekeeping and maintenance plan in effect to ensure that the facility is kept clean and in good repair?

\_\_\_\_\_ 7. Is each resident provided closet/locker space in the sleeping area for the storage of personal items?

\_\_\_\_\_ 8. Upon arrival, is each resident issued one complete set of clean bed linens and towels? Does the contractor provide for the exchange or laundering of these items on at least a weekly basis, at no cost to the resident?

\_\_\_\_\_ 9. For indigent residents, does the contractor provide personal hygiene articles at no cost to the resident?

\_\_\_\_\_ 10. Does the contractor permit residents to decorate their sleeping quarters with personal possessions, pictures, and posters without creating a fire hazard? (Offensive or obscene materials are prohibited.)

\_\_\_\_\_ 11. Does the contractor have adequate, written, updated fire evacuation and emergency plans posted in appropriate locations throughout the facility?

\_\_\_\_\_ 12. Are the plans kept updated and are CCC staff trained in the implementation of written emergency plans?

\_\_\_\_\_ 13. Are evacuation drills conducted at least monthly and during hours when a majority of residents are present in the facility?

14. Does the contractor arrange for and maintain documentation of the following tests and/or inspections:

\_\_\_\_\_ a. facility inspection by a representative of the local fire jurisdiction annually;

\_\_\_\_\_ b. inspection and test of the smoke and fire alarm system, and certification by an independent qualified source that the facility complies with the NFPA 101 Life Safety Code, at least annually; and

\_\_\_\_\_ c. inspection of all fire extinguishers on a quarterly basis, with hydro testing performed by an independent qualified source on the following basis:

Class A (pressurized water) tested every five years;  
Class B (CO<sup>2</sup>) tested every five years;  
Class ABC (dry chemical) tested every 12 years.

\_\_\_\_\_ 15. Is there a provision for immediate notification to a fire department in the event of a fire?

\_\_\_\_\_ 16. If required by the NFPA Life Safety Code, does the facility have a corridor smoke alarm **system** that will signal all residents and a manual pull station provided at a twenty-four hour supervised location. (A **system** requires units be hardwired and tied into an enunciator panel at the twenty-four hour manned location.)

\_\_\_\_\_ 17. When was the facility last inspected by a BOP safety representative? \_\_\_\_\_

**Discussion/Findings:**

**REFERRAL AND INTAKE PROCESSING**

\_\_\_\_\_ 1. Does the contractor have written policies and procedures governing offender referral and intake?

\_\_\_\_\_ 2. Are all referrals processed through the CCM, and does the contractor consider Federal referrals only from the CCM?

\_\_\_\_\_ 3. Does the contractor follow their criteria for rejecting referrals? When a referral is unacceptable, is notification made in writing to the CCM citing the specific reasons for denial?

\_\_\_\_\_ 4. Does the contractor discuss establishment of reporting dates with the CCM? Is the notification of acceptance made in writing to the CCM, with a copy to the referring source?

\_\_\_\_\_ 5. Does the contractor advise institution transfers of center rules and regulations at the time they are accepted for transfer? Is the notification of center rules and regulations documented in the resident file with the signed written consent of the inmate?

\_\_\_\_\_ 6. Do direct commitments and supervision cases sign a written consent to center rules and regulations at the time of intake processing?

\_\_\_\_\_ 7. Are **all** residents advised that center director approval is required prior to entering into any contract?

\_\_\_\_\_ 8. Has the contractor developed an intake process with procedures that comply with contract requirements:

\_\_\_\_\_ a. Does the contractor immediately notify the CCM by telephone of the arrival of offenders? (Should an offender arrive during evening hours, on weekends, or holidays, the CCM is to be notified during the next regularly scheduled working day.)

\_\_\_\_\_ b. Does the contractor send written notification of an offender's arrival to the appropriate USPO?

\_\_\_\_\_ c. For offenders who transfer to the CCC, does the contractor sign and return the Transfer Order (Return of Service) to the CCM?

d. Does the contractor execute the Judgment and Commitment Order upon arrival of offenders committed directly from court to serve a sentence? Do staff sign and date the original of the J & C and return it to the U.S. Marshal (USM) of the sentencing district, with a copy to the CCM, indicating the date the original was mailed to the USM?

           e. Does the contractor photograph offenders admitted to the center and maintain copies in accordance with the SOW requirements?

           9. Has the contractor developed procedures to ensure residents' fingerprints are taken for identification purposes?

           a. For other than institution transfers, does the contractor have a full set of prints taken and kept in the resident's file?

           b. If the contractor does not have staff trained in fingerprinting procedures, do they make arrangements with a local law enforcement agency; do contractor staff accompany residents when prints are taken?

           c. If the center is operated by a state correctional or parole agency do they forward fingerprint cards to the Federal Bureau of Investigation in accordance with their own practices?

           10. Does the contractor complete an initial intake form for each resident which includes, unless prohibited by statute, at a minimum: name, home address, date of birth, race or ethnic origin, sex, reason for referral, whom to notify in case of emergency, date information is gathered, name of referring source, special medical needs or problems, disposition of personal property in the event of transfer or death, personal physician (if any), legal status including jurisdiction, length and conditions of commitment, identifying numbers, and the signature of both the resident and staff taking the information? Is this form placed in the front section of the resident's file to facilitate easy access by staff?

           11. Do contractor staff practices and procedures ensure the confidentiality of case records? Do operating practices and procedures adhere to applicable local, state, and Federal procedures and guidelines? Prior to releasing information to employers and other third parties, is a release obtained from the resident?

\_\_\_\_\_ 12. Have residents acknowledged 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? Is the **Conditions of Residential Community Programs** form signed by all residents?

**Discussion/Findings:**

**PROGRAMS**

\_\_\_\_\_ 1. Program Components: are the offenders in the CCC classified into the appropriate program component? (Pre-Release; Community Corrections; Home Confinement).

**Resources:**

\_\_\_\_\_ 2. Does the contractor develop and utilize a network of community resources and services, including referrals to other Federal, state and community agencies, in an attempt to fulfill each resident's specific program needs?

\_\_\_\_\_ 3. Does the contractor's programs include individual counseling relative to the search for gainful employment, job training, academic and vocational training, establishment of family ties, consumerism, center behavior, substance abuse, post release residence, and community adjustment, as indicated by the individual's needs?

**Program Planning:**

\_\_\_\_\_ 4. Within a resident's first two weeks, does the contractor complete an individual program plan which addresses all areas of resident needs and includes a time schedule for achievement? Are all programs, services, and opportunities provided without discrimination based on race, creed, or national origin?

\_\_\_\_\_ 5. Prior to developing the program plan for supervision cases, is the supervising authority (USPO, etc.) consulted and given the opportunity for input into the formulation of the plan?

\_\_\_\_\_ 6. Is the program plan signed by the contractor and resident? Is progress reviewed at least every two weeks by the contractor with the resident? Is the outcome of each review chronologically documented in the resident's file and signed by staff and resident? Are changes documented? Do resident case notes have substance and clearly allow a monitor to determine resident progress or lack of it? Are these notes the basis of the terminal report?

\_\_\_\_\_ 7. If co-correctional, are males and females provided equal access to all services and programs?

**Resident Financial Responsibility:**

\_\_\_\_\_ 8. Does the contractor collect 25 percent of each employed resident's weekly gross income, rounded down to a whole dollar amount?

\_\_\_\_\_ 9. Does the contractor ensure individual subsistence collections do not exceed the weekly cumulative contract per diem rate (i.e., the daily rate x 7)?

\_\_\_\_\_ 10. Does the contractor provide residents with receipts and maintain collection records for audit purposes? (Partial weeks of residence are prorated.)

\_\_\_\_\_ 11. Are payments made at the conclusion of each week of residence? (except that payment for the last week may be required in advance.)

\_\_\_\_\_ 12. Does the contractor reduce the monthly billing to the Bureau by the amount collected in subsistence?

\_\_\_\_\_ 13. Unless granted a waiver by the CCM, are **all** residents (except those on home confinement) held responsible for subsistence payments?

**Employment:**

\_\_\_\_\_ 14. Does the contractor develop meaningful resident employment opportunities that match jobs to resident needs, aptitudes, desires and capabilities?

\_\_\_\_\_ 15. To the extent needed, do contractor staff assist the resident in seeking employment? Unless medically constrained, do residents secure full-time employment within fifteen working days? Do proposed employment plans which are less than full-time have the approval of the CCC Director?

\_\_\_\_ 16. Does the contractor require written approval for each resident's employment? Does the contractor ensure the resident's employer is aware of the resident's legal status? Is contractor approval required for any changes in a resident's employment?

\_\_\_\_ 17. Does the contractor contact the resident's employment supervisor by telephone and in-person as required by the SOW?

\_\_\_\_ 18. Is restriction from work used as a disciplinary sanction?

**Residence Development:**

\_\_\_\_ 19. Does the contractor provide assistance to residents in locating housing/residence suitable for release purposes?

Is residence suitability verified by the contractor (and/or USPO) through an on-site visit and then submitted to the USPO for approval as a release residence (when supervision follows)?

**Substance Abuse:**

20. Drug Aftercare Counseling/Urine Surveillance:

\_\_\_\_ a. For inmate residents who will have drug aftercare as a condition of supervision, does the contractor conduct a program planning conference within the first week of the resident's arrival? Does the conference include the USPO, drug counselor, resident, and appropriate contractor staff?

\_\_\_\_ b. Is at least 30 minutes counseling provided weekly to inmate residents who will have drug aftercare counseling as a condition of their release supervision and/or have a known history of drug abuse, if not participating in the transitional drug services program?

\_\_\_\_ c. Does the substance abuse counselor (drugs and alcohol) have an advanced degree in behavioral sciences, or a bachelors degree in behavioral sciences and at least two years of substance abuse treatment experience or training? (Para-professionals with appropriate training and experience may be utilized, provided they are under the direct supervision of a professional counselor.) Are notes kept of all sessions? If the counseling is provided by someone other than contractor staff, does the contractor maintain documentation (i.e., copies of paid invoices, etc.) to verify that services have been rendered?

\_\_\_\_\_d. For urine testing, does the contractor utilize the laboratory under contract with the Bureau of Prisons or an acceptable alternative laboratory that meets **all** specifications as outlined in Attachment H, **Urine Testing Specifications?**

\_\_\_\_\_e. Does the contractor maintain copies of paid invoices to verify that urinalysis services have been rendered? Is every urine sample tested for drugs found in the PRIMARY TEST PANEL? (SOW attachment).

\_\_\_\_\_f. Is all urine testing conducted on a "surprise", unscheduled basis in accordance with Attachment K, entitled **Standard Procedures For Collecting Urine Surveillance Samples?** Do staff keep the resident under direct supervision following request for a sample?

\_\_\_\_\_g. If the resident is unable to provide a urine sample, do staff continue direct supervision for a two-hour period following the request for a sample?

\_\_\_\_\_h. Are all residents who have a condition of drug aftercare, a known history of drug abuse, or suspected of illegal drug use required to provide urine samples at a minimum of four times per month?

\_\_\_\_\_i. Are all confirmed disruptive group members tested every month for drugs and marijuana use?

\_\_\_\_\_j. Are all other residents randomly tested at least at the rate of one for every ten residents per month? When testing in greater numbers, is CCM approval obtained?

\_\_\_\_\_k. Are urine samples collected in an approved container with same-sex contractor personnel visually observing production of the sample? As soon as the sample has been collected, do staff secure the specimen in a locked container?

\_\_\_\_\_l. To ensure the integrity and security of the process, does the contractor establish a chain of custody from the point of receiving the empty bottle supplies from the laboratory until the samples are mailed to the lab for analysis?

\_\_\_\_\_m. Do procedures ensure no unauthorized persons or residents are involved in the handling of empty bottle supplies or the collecting, recording, mailing or processing of urine test samples?

\_\_\_\_\_ n. Does the contractor take disciplinary action on "stalls"? Is drinking and ingestion of medication limited to essentials during the two hour waiting period?

\_\_\_\_\_ o. Are the minimum waiting periods between successive positive samples as outlined in Attachment L, **Detections Periods For Selected Drugs**, observed?

\_\_\_\_\_ p. When a positive finding cannot be explained, do contractor staff thoroughly investigate the positive urine test result to validate the positive finding? Does the contractor report all unauthorized positive test results to the CCM the day received? Do residents who have positive test results without justification receive a formal disciplinary report?

21. Alcohol Testing:

\_\_\_\_\_ a. Does the contractor maintain a surveillance and counseling program to deter and detect introduction or use of alcohol in the facility?

\_\_\_\_\_ b. Does the contractor test at a minimum of one test for every ten residents on a weekly basis? Are tests on a "surprise" basis?

\_\_\_\_\_ c. Does the contractor maintain a log of residents subjected to tests, the staff performing the test, test results, and a column to indicate if the resident refused to cooperate?

\_\_\_\_\_ d. Is a reliable testing instrument such as that used by the Bureau of Prisons (Alco-Sensor Model II or III, or comparable instrument or device) used for testing?

\_\_\_\_\_ e. Does the contractor ensure that staff using the instrument are familiar with its operation as outlined in the manufacturer's operating instructions? Is an incident report prepared if a positive alcohol test results, charging the resident with using intoxicants?

\_\_\_\_\_ f. Do residents who refuse to submit to an alcohol test, either through word or action, receive an incident report?

\_\_\_\_\_ g. Is alcohol counseling provided to residents on an as-needed basis, with the counseling tailored to the individual's needs? Are all counseling sessions documented in the resident's file?

**Special Supervision Conditions:**

\_\_\_\_\_ 22. Does the contractor confer with the USPO/CCM on policy and procedures for implementation of all special supervision conditions?

**Authorized Absences:**

\_\_\_\_\_ 23. Does the contractor ensure residents leave the facility only through sign-out, pass, furlough, or home confinement?

\_\_\_\_\_ 24. At the time of intake, does the contractor contact the USPO in the appropriate jurisdiction(s) to determine if there are any objections to passes or furloughs at the location proposed by the resident? If any subsequent changes in pass or furlough location occur, does the contractor obtain additional clearance from the USPO?

\_\_\_\_\_ 25. Except for employment and other approved program activities (i.e., seeking employment, meals served through a local restaurant, attending religious services, etc.), are residents in the Community Corrections Component only permitted to leave the center with prior approval of the CCM?

\_\_\_\_\_ 26. Does the contractor (or USPO) make an initial on-site visit of the proposed location where passes or furloughs are expected to take place?

\_\_\_\_\_ 27. For purposes of accountability, are authorized absences randomly checked by the contractor to determine resident compliance with specified conditions? Has the CCM been consulted regarding the frequency of these checks?

\_\_\_\_\_ 28. Sign-Out Procedures:

\_\_\_\_\_ a. Does the contractor monitor and control access to the center's sign-in/out log, and determine the identity of any visitors?

\_\_\_\_\_ b. Does the contractor maintain procedures for locating and verifying the whereabouts of residents at all times? Do these procedures include separate formal sign-in/out log sheets for each resident? Does each log sheet contain: resident's full name, register number, present legal status, time-out, destination, purpose, authorized return time, time-in, a section for special comments, and certification by staff's signature or initials?

\_\_\_\_\_ c. Ordinarily, are only pre-release component

residents who are employed, involved in an education or vocational training program, or are considered medically unable to work, absent from the center for social purposes?

\_\_\_\_\_d. Other than for employment, are residents in the center by 9:00 P.M. each night? (Specific exceptions require center director approval.)

\_\_\_\_\_e. If the center does not have in-house recreational capabilities, are residents in the Community Corrections Component permitted to sign-out for up to one hour per day to the immediate vicinity of the facility for exercise/recreational activity?

29. Passes:

\_\_\_\_\_a. Are passes used to authorize overnight or weekend absences? (A pass is limited to the local community, up to a 100 mile radius.)

\_\_\_\_\_b. Ordinarily, are residents in the Community Corrections Component not eligible for passes?

\_\_\_\_\_c. Do passes begin only after the resident's return to the center after work on Friday and extend to curfew on Sunday, or the equivalent should the resident have days off other than Saturday and Sunday? (More than one pass during a given week requires the approval of the CCM.)

\_\_\_\_\_d. Does the contractor ensure the Pass Request Form (Attachment N) is completed and signed by the resident? Are these requests retained in the resident's case file?

\_\_\_\_\_e. Are passes recommended only by a paid staff member and only approved and signed by the CCC director? Is a record of pass approvals/denials maintained?

30. Furloughs:

\_\_\_\_\_a. Except for home confinement, are absences from the facility exceeding two consecutive overnight periods (except holidays) or 100 miles (except for employment) only authorized by furlough? Is CCM written approval obtained?

\_\_\_\_\_b. Does the contractor reserve a bed for a resident on furlough?

\_\_\_\_\_c. Does the contractor ensure furloughs are not used to reward offenders or as an incentive to positive adjustment?

\_\_\_\_\_ d. Do furlough applications have the center director's recommendation?

\_\_\_\_\_ e. Does the recommendation include documentation the USPO does not object to the furlough?

\_\_\_\_\_ f. Does the contractor maintain a record of furloughs that includes the date and time of departure, the date and time of return, and notes regarding any contacts with the resident during the furlough period?

\_\_\_\_\_ g. Is the per diem rate for residents on furlough one-half the regular per diem rate?

31. Home Confinement:

\_\_\_\_\_ a. Is placement on Home Confinement status ordinarily recommended when an inmate has secured employment, a place to live and has demonstrated that he/she no longer requires the level of accountability and services the CCC provides.

\_\_\_\_\_ b. Does the contractor's recommendation for approval of Home Confinement cases meet the following criteria: the resident will derive no further significant benefit from continued CCC residence; the resident has developed a release plan that has been approved by the supervising United States Probation Officer; and, the resident is not considered to present a substantial threat to the community or the safety of others?

\_\_\_\_\_ c. Does the contractor forward a written recommendation outlining the plan and a completed copy of Attachment J, **Conditions of Home Confinement**, to the CCM for approval?

\_\_\_\_\_ d. Do residents telephonically contact the center staff each day except when they are required to report to the center or when they have been visited by center staff?

\_\_\_\_\_ e. Do contractors further verify that residents are following the conditions of Home Confinement through random phone calls each week? (or through the use of electronic monitoring devices)

\_\_\_\_\_ f. Do staff visit residents on Home Confinement at their homes and at their places of employment at least once each week?

\_\_\_\_\_g. Do residents on Home Confinement, who are not on electronic monitoring, return to the center at least twice each week for routine progress reviews, counseling, urine testing and other required program participation? Do residents on electronic monitoring return to the facility at least once each week?

\_\_\_\_\_h. Do residents on Home Confinement maintain a 9:00 PM to 6:00 AM curfew each day? (unless an exception is recommended by the contractor and approved by the CCM.)

\_\_\_\_\_i. Are drug and alcohol testing and counseling requirements applied to residents on Home Confinement?

\_\_\_\_\_j. Does the contractor maintain documentation of all staff contacts with residents on Home Confinement?

\_\_\_\_\_k. Does the contractor notify the CCM immediately of any misconduct or failure of a resident on Home Confinement to comply with Home Confinement Conditions?

[Item "l" has been removed.]

\_\_\_\_\_m. Are offenders on probation, parole, or under supervised release supervision placed on Home Confinement only when ordered by the Court or Parole Commission to (1) "reside in or participate in the program of a community corrections facility" **and** to (2) participate in a Home Confinement Program?

\_\_\_\_\_n. Does the contractor ensure that Corrections Component residents are not placed on Home Confinement unless ordered by the Court?

\_\_\_\_\_o. Is the per diem rate for residents on Home Confinement one-half the regular per diem rate?

32. Driving:

\_\_\_\_\_a. Do CCC residents operate motor vehicles only when recommended by the contractor and approved by the CCM?

\_\_\_\_\_b. Has the resident provided proof of valid insurance, driver's license, vehicle licensing and registration to the contractor? Does the contractor maintain copies of these documents? (If the state prohibits copying, the contractor should record the driver's license number and expiration date in the resident's file.)

\_\_\_\_\_ c. If the vehicle is the property of someone other than the resident, does the contractor have documented proof of valid insurance, vehicle licensing and registration, and a signed authorization (either notarized or witnessed by CCC staff) from the legal owner permitting the resident to use the vehicle?

\_\_\_\_\_ d. Does the contractor maintain the license number and a description of the vehicle on file?

33. Marriage:

\_\_\_\_\_ a. Does the contractor refer an inmate resident's request for marriage to the CCM, with recommendations?

\_\_\_\_\_ b. Are marriage requests for residents under supervision forwarded to the USPO?

34. Visiting:

\_\_\_\_\_ a. Is an area of the facility available for the purpose of resident visiting?

\_\_\_\_\_ b. Does the visiting area afford a reasonable amount of privacy as well as provide for adequate staff supervision?

35. Recreation:

\_\_\_\_\_ a. Are in-house recreation activities (i.e. television viewing, table games, exercise equipment, etc.) made available to residents?

**Discussion/Findings:**

**DISCIPLINE**

Determine if the contractor follows required disciplinary procedures.

No deviation is permitted

\_\_\_\_\_ 1. Has the contractor provided a list of center rules and minor sanctions to the CCM for approval?

\_\_\_\_\_ 2. Does the contractor provide each resident with a copy of BOP Prohibited Acts (Attachment A), approved center rules, written description of the disciplinary system within the center and time limits thereof? Are they posted in a conspicuous place? Is a receipt signed by the resident and placed in the resident's file?

\_\_\_\_\_ 3. Other than Prohibited Acts in the "Greatest" category, does the contractor always attempt to informally resolve incidents by imposition of approved contractor minor sanctions?

\_\_\_\_\_ 4. Are supervision cases subject to center rules?

\_\_\_\_\_ 5. When a formal hearing by the CDC occurs, does the contractor take appropriate actions?

6. Has the contractor demonstrated an understanding of major sanctions? Are they appropriately recommended?

\_\_\_\_\_ 7. Discuss the contractor's performance in following disciplinary procedures and time limits when informal resolution was not possible or appropriate: (major sanctions)

**Discussion/Findings:**

## SERVICES

### Food Services

- \_\_\_\_\_ 1. Do food services consist of meals that appear to be nutritional and well-balanced?
- \_\_\_\_\_ 2. Are all residents, regardless of employment or financial status, provided the opportunity for food services throughout their stay in the center at no cost?
- \_\_\_\_\_ 3. Does the contractor provide a food service program either by contractor preparation and serving in the facility, by providing food to the resident for preparation by the resident, or through a sub-contractual agreement with a food service provider (i.e., restaurant, caterer, etc.)?
- \_\_\_\_\_ 4. Are menus prepared and available to the residents?
- \_\_\_\_\_ 5. Does a registered dietician or licensed physician or nutritionist approve the nutritional value of the contractor's menu? (annually if fixed and semi-annually if menus are not fixed).
- \_\_\_\_\_ 6. Does the contractor make arrangements for special diets when required by a physician or dentist?
- \_\_\_\_\_ 7. Are provisions made to accommodate residents who work irregular hours and not available at mealtime?
- \_\_\_\_\_ 8. If the contractor provides food services in the facility, is an area separate from sleeping areas and adequate in size to accommodate the majority of the residents designated as a dining area?
- \_\_\_\_\_ 9. Is the dining area, regardless of the food service method utilized by the contractor, part of an establishment that serves alcoholic beverages?
- \_\_\_\_\_ 10. If the contractor prepares and serves meals in the facility, do all persons preparing food comply with Federal, state, and local health and sanitation codes? (In the event of any conflict in these codes, the most stringent will apply.)

Does the contractor meet the following minimum requirements:

\_\_\_\_\_ a. Food is in sound condition, free from spoilage, filth, or other contamination and is safe for human consumption. Food is obtained from sources that comply with all laws relating to food and food labeling.

\_\_\_\_\_ b. Food containers are not stored under exposed or unprotected sewer lines or water lines, except automatic fire protection sprinkler heads that may be required by law. The storage of food in toilet rooms or vestibules is prohibited.

\_\_\_\_\_ c. Potentially hazardous food is kept at an internal temperature of 40 degrees Fahrenheit or below, or at an internal temperature of one hundred forty degrees Fahrenheit or above during display and service, except that rare roast beef is held for service at a temperature of at least one hundred thirty degrees Fahrenheit.

\_\_\_\_\_ d. No person, while infected with a disease in a communicable form that can be transmitted by foods or who is a carrier of organisms that cause such a disease or while afflicted with a boil, an infected wound, or an acute respiratory infection, is working in a food service establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons.

\_\_\_\_\_ e. Employees thoroughly wash their hands and the exposed portions of their arms with soap and warm water before starting work, during work as often as necessary to keep them clean, and after smoking, eating, drinking or using the toilet.

Employees keep their fingernails clean and trimmed. Long hair or beards are tied up and covered with a hat, beard guard or put in a hairnet.

\_\_\_\_\_ f. Tableware is washed, rinsed, and sanitized after each use.

\_\_\_\_\_ g. Cleaned, sanitized equipment and utensils are handled in a way that protects them from contamination. Spoons, knives and forks are touched only by their handles. Cups, glasses, bowls, plates and similar items are handled without contact with inside surfaces or surfaces that contact the user's mouth.

\_\_\_\_\_ h. Garbage and refuse is kept in durable, easily cleanable, insect-proof and rodent-proof containers that do not leak and do not absorb liquids.

\_\_\_\_\_ i. Effective pest control measures are utilized to minimize the presence of rodents, flies, cockroaches, and other insects on the premises. The premises are kept in such condition as to prevent the harboring or feeding of insects or rodents.

11. If the contractor provides meals to residents through arrangements with a local vendor (restaurant, caterer, etc.), do they have a copy of their agreement, which ensures the following:

\_\_\_\_\_ a. that the establishment is a full-service organization, capable of providing breakfast, lunch, and dinner meals; and,

\_\_\_\_\_ b. that the establishment has a valid state or local license, certificate or permit, as applicable, to operate, prepare and/or serve food and meets all state and/or local sanitation and health codes.

\_\_\_\_\_ 12. Is appropriate space and equipment available for the proper storage and refrigeration of food supplies?

\_\_\_\_\_ 13. Are dry food supplies stored off the floor in a clean, dry, ventilated room not subject to waste water backflow or other contamination?

\_\_\_\_\_ 14. Are foods needing refrigeration stored at thirty-five to thirty-eight degrees Fahrenheit? Is a thermometer conspicuously displayed inside the refrigerator?

\_\_\_\_\_ 15. If the facility has a kitchen, is the kitchen and dining area ventilated, properly furnished, and clean?

\_\_\_\_\_ 16. Does the contractor ensure food or prepared meals do not have poppy seeds as an ingredient?

\_\_\_\_\_ 17. Are residents advised not to eat anything made with poppy seeds?

### **Medical Services**

\_\_\_\_\_ 18. In an emergency, does the contractor obtain the necessary medical treatment required to conserve the resident's health and notify the CCM of treatment within twenty-four hours?

\_\_\_\_ 19. If the resident cannot pay, does the contractor pay for such treatment and submit the paid invoice with the regular monthly billing for reimbursement by the government?

\_\_\_\_ 20. Are written arrangements made with a licensed general hospital, private licensed physician or clinic to ensure that emergency medical service is available twenty-four hours a day?

\_\_\_\_ 21. Does the contractor make arrangements for a medical examination of residents within twenty four hours of suspecting communicable or debilitating physical problems? Does the contractor pay for the examination and submit the paid invoice with the regular monthly billing for reimbursement by the government?

\_\_\_\_ 22. Except for transfers from a Federal institution, when an offender is admitted directly to the center does the contractor ensure that a physical examination is accomplished within five working days of arrival at the center?

\_\_\_\_ 23. Is the examination a general office physical comparable to an insurance type physical, (i.e., routine laboratory studies - CBC, urinalysis, serological tests for syphilis, chest X-ray, Tine Test, etc.) that does not require hospitalization to complete the exam?

\_\_\_\_ 24. Are the results of the evaluation appropriately documented and made a part of the resident file, with a copy of the exam's findings sent to the CCM?

\_\_\_\_ 25. Does the contractor pay for the examination and submit a copy of the paid invoice with the regular monthly billing for reimbursement by the government?

\_\_\_\_ 26. Does the contractor have basic first aid supplies, as provided in the American Red Cross First Aid Manual, on-site at all times?

\_\_\_\_ 27. Is at least one staff member on each shift trained in emergency first aid and cardiopulmonary resuscitation (CPR)?

\_\_\_\_ 28. Does the contractor have written policy and procedure regarding a resident's possession and use of prescribed medication and over-the-counter drugs?

**Discussion/Findings:**

## RECORDS AND REPORTS

1. Does the contractor maintain a case record for each resident that includes all significant decisions and events relating to that resident, and at a minimum, the following information:

- \_\_\_\_\_ a. initial intake information form
- \_\_\_\_\_ b. case information from referral source, if available
- \_\_\_\_\_ c. case history/social history
- \_\_\_\_\_ d. medical record, when available
- \_\_\_\_\_ e. individual program plan
- \_\_\_\_\_ f. signed release of information and other consent forms
- \_\_\_\_\_ g. evaluation and progress reports
- \_\_\_\_\_ h. current employment data
- \_\_\_\_\_ i. signed acknowledgment of receipt of program rules and disciplinary policy
- \_\_\_\_\_ j. grievance and disciplinary record
- \_\_\_\_\_ k. documented legal authority to accept resident
- \_\_\_\_\_ l. referrals to other agencies
- \_\_\_\_\_ m. terminal report
- \_\_\_\_\_ n. record of resident finances

\_\_\_\_\_ 2. In order to facilitate the planning, implementation, and evaluation of programs, are entries into the case records dated and signed by the staff member making the entry?

\_\_\_\_\_ 3. On at least a quarterly basis, does the contractor perform an audit of case records to ensure that current and accurate material is being entered into the record?

\_\_\_\_\_ 4. Does the contractor release information (other than contractor generated information) from the resident's file to the resident only with CCM approval?

\_\_\_\_\_ 5. Does the contractor ensure that information is not released to any other individual(s) unless Attachment I, **Conditions of Residential Community Programs**, has been executed?

\_\_\_\_\_ 6. Does the contractor provide appropriate safeguards to minimize the possibility of theft, loss or destruction of resident file records?

\_\_\_\_\_ 7. Does the contractor ensure only authorized staff have access to resident records?

\_\_\_\_\_ 8. Does the contractor complete the **Urine Sampling Program Report** (Attachment M) on a monthly basis and forward it to the CCM along with the monthly billing? Does a copy of this report go to the Chief United States Probation Officer?

\_\_\_\_\_ 9. Does the contractor maintain a chronological log for all residents tested under the urine testing program?

\_\_\_\_\_ 10. Does the urinalysis log include specimen number, resident's name and number, date sample collected, staff member witnessing collection, reason for test, results and date received?

\_\_\_\_\_ 11. Are these individual logs placed in the resident's file?

\_\_\_\_\_ 12. When submitting a sample for testing, does the contractor complete the sampling ID slip and place it in the individual resident's file so the results can be compared with this slip when received from the laboratory?

\_\_\_\_\_ 13. Does the contractor maintain a record of the following resident finances: wages and salaries, number of hours worked, amount and type of deductions (i.e., Federal taxes, state taxes, social security contributions, etc.), savings, and amount of subsistence collected?

\_\_\_\_\_ 14. Except for supervision cases, is the BP-ADMIN-193 (In-Transit Information) completed by the contractor and given to the U. S. Marshal, or other appropriate Federal authority, on all resident program failures?

**Discussions/Findings:**

**RELEASE PREPARATION**

1. At least six weeks prior to the release date, does the contractor present a release plan as follows:

\_\_\_\_\_ a. in parole cases - to USPO for approval, with a copy to the CCM;

\_\_\_\_\_ b. in mandatory release cases - although no government approval is necessary, a release plan is developed and sent to USPO, with a copy to the CCM;

\_\_\_\_\_ c. in expiration cases or supervised release cases - although no government approval is necessary, a release plan is developed and sent to the CCM.

\_\_\_\_\_ 2. Do the plans include the verified specifics of the proposed residence, employment or training program, and family situation?

\_\_\_\_\_ 3. If an approved plan cannot be developed by the release date in parole cases, does the contractor immediately notify the CCM and U.S. Parole Commission of the delay? Does the contractor ensure the resident is not released until a plan is approved and parole certificates are received?

\_\_\_\_\_ 4. Does the contractor understand the USPO may wish to comment on the adequacy of the release plan on other types of release cases, although approval is not required? (mandatory release, expiration and supervision cases with a fixed term of center residence as a supervision condition)

\_\_\_\_\_ 5. Does the contractor verify the correctness of each resident's release date with the CCM prior to each resident's release?

\_\_\_\_\_ 6. Are release dates of any Federal prisoner retarded, advanced or otherwise changed without approval of the CCM or U.S. Parole Commission?

**Release Certificates:**

\_\_\_\_\_ 7. For mandatory release cases, does the contractor execute Mandatory Release Certificates at the time of the resident's release?

\_\_\_\_\_ 8. For parole cases, after the USPO has formally accepted the proposed release plan, does the contractor immediately request parole certificates from the appropriate regional office of the U.S. Parole Commission, with a copy to the CCM?

\_\_\_\_\_ 9. Does the contractor obtain the signature of the parolee on the certificate and execute formal discharge procedures?

\_\_\_\_\_ 10. If a parolee refuses to sign the certificate, does the contractor understand the resident may not be released and the matter should be referred to the U. S. Parole Commission for resolution?

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

\_\_\_\_\_ 11. When necessary, does the contractor develop and submit an itemized plan for a resident's release clothing, funds, and transportation needs to the CCM for approval?

\_\_\_\_\_ 12. If approved, does the contractor provide the releasee with funds, clothing, and make the necessary transportation arrangements for the resident?

\_\_\_\_\_ 13. Is documentation (i.e., paid invoices, etc.) forwarded with the monthly billing for reimbursement by the government of CCM approved expenditures?

\_\_\_\_\_ 14. At release, do staff ensure the releasee understands his status, the condition of any supervision required, and a resident who will be under supervision of a USPO must report to that office within seventy-two hours after release?

\_\_\_\_\_ 15. Does the contractor ensure that residents take all of their personal property?

\_\_\_\_\_ 16. When a resident is released during working hours, does the contractor immediately notify the CCM by telephone, or if the release occurs outside working hours, the next working day?

\_\_\_\_\_ 17. Are terminal reports completed within three working days of the resident's release and include, in addition to the identifying data, a description of the resident's adjustment while under the care of the contractor, a prognosis for future adjustment, the amount of money in savings and/or contributions to dependents, and his/her release plans, including residence, employment and salary?

\_\_\_\_\_ 18. Does the contractor follow required distribution: original to CCM, copy to appropriate U.S. Parole Commissioner and a copy to appropriate USPO?

**Release Documents:**

19. Does the contractor complete the following documents and distribute them within three working days of the resident's release:

\_\_\_\_\_ a. Release Certificates (Parole, Special Parole Term, Mandatory Release): dated signature of releasee, and staff; Distribution: original to releasee, copies to appropriate Regional U.S. Parole Commission, USPO, and CCM.

\_\_\_\_\_ b. Notice of Release and Arrival: Distribution: original to releasee, copies to appropriate Regional U.S. Parole Commission, USPO, and CCM.

**Property Disposition:**

\_\_\_\_\_ 20. Does the contractor establish and maintain a system of accountability and method of disposition of residents personal property to be implemented in the event of a resident's death, escape, or transfer?

\_\_\_\_\_ 21. Are inventories of resident property accomplished by no less than two staff, and both sign the completed inventory list?

\_\_\_\_\_ 22. Is a resident's property immediately secured, and inventoried within eight hours of a resident's death, escape, or transfer?

\_\_\_\_\_ 23. If a resident is being held in a local jail, is the individual identified as "to be notified in case of emergency" advised to pick up the resident's property?

**File Disposition:**

\_\_\_\_\_ 24. Upon completion or termination of the resident's program, does the contractor forward the resident's file to the CCM? (The contractor may retain public information which can identify the former resident, copies of research data which have been depersonalized and copies of reports generated by the contractor.)

**Supervision Cases:**

\_\_\_\_ 25. When the term of residence specified by the court has been completed, or when the center determines that the resident's program is completed or that participation in the center's program will produce no further significant benefits, do staff notify the USPO who will then make other arrangements for the residence, program, and welfare of the releasee?

\_\_\_\_ 26. Are terminal reports completed by the contractor and forwarded to the USPO and CCM?

**Discussion/Findings:**

**ESCAPES**

\_\_\_\_ 1. Does the contractor notify the U.S. Marshal and CCM immediately upon identifying a resident as an escapee?

\_\_\_\_ 2. Does the contractor understand that residents under supervision are not in the custody of the Attorney General (probationers, parolees, pre-trial defendants, mandatory releases, supervised releases) and cannot be considered escapees?

\_\_\_\_ 3. Does the contractor understand that unauthorized absences of residents under supervision are to be immediately reported to the supervising authority? Is the CCM notified no later than the next business day?

**Discussion/Findings:**

**SERIOUS ILLNESS, INJURY, OR DEATH OF A RESIDENT**

\_\_\_\_ 1. Whenever a resident becomes seriously ill or requires emergency medical treatment, does the contractor immediately notify the CCM, USPO, and the resident's family or next of kin?

\_\_\_\_\_ 2. In the event of an inmate resident's death, does the contractor immediately notify the CCM, USPO, and the resident's family or next of kin?

\_\_\_\_\_ 3. Do center staff arrange for a fingerprint (right thumb or right index finger) to be taken, and date and sign the fingerprint card to ensure that positive identification has been made?

\_\_\_\_\_ 4. Is the fingerprint card sent by certified mail to the CCM?

\_\_\_\_\_ 5. If death is due to violence, accident surrounded by unusual or questionable circumstances, or sudden and the deceased was not under medical supervision, do center staff notify appropriate law enforcement officials of the local jurisdiction to review the case and examine the body?

\_\_\_\_\_ 6. When there is no longer an official interest in the body, is it turned over to family members or next of kin?

\_\_\_\_\_ 7. If the family declines the body or is unable to afford funeral expenses, does the contractor contact the CCM for disposal instructions?

\_\_\_\_\_ 8. Is personal property of a deceased resident inventoried by next of kin?

**Discussion/Findings:**

**RESIDENTS UNDER SUPERVISION**

\_\_\_\_\_ 1. Does the contractor only accept persons described in this chapter when they have been approved for placement by the CCM?

\_\_\_\_\_ 2. Does the contractor provide all services and programs cited in the Statement of Work for all persons described in this chapter, except as otherwise specified below:

\_\_\_\_\_ a. Do center staff in cooperation with the USPO develop an individual program plan for each resident?

\_\_\_\_\_ b. Does the contractor notify the USPO of medical problems of probationers, parolees, mandatory releases, supervised releases, and pre-trial defendants? (Except for entrance physical exams, all medical and dental expenses for persons under supervision of a USPO are the responsibility of the resident.) Do the staff assist the resident in finding appropriate community resources?

\_\_\_\_\_ c. Is permission to drive approved by the center director and the supervising USPO?

\_\_\_\_\_ d. Are persons under supervision subject to center rules and minor sanctions?

\_\_\_\_\_ e. If a prohibited act is alleged to have been committed by a resident under supervision which would require a recommendation of a major sanction and a formal disciplinary hearing, do center staff forward reports of such misconduct with recommendations to the USPO for disposition? Is the original of the report forwarded to the USPO, with a copy to the CCM?

\_\_\_\_\_ f. Does the contractor ensure that persons under supervision are not placed in United States Marshal custody?

\_\_\_\_\_ g. Are unauthorized absences of persons described in this chapter reported immediately to the USPO, and the CCM is notified the next business day?

\_\_\_\_\_ h. Are costs of drug counseling and urine surveillance the administrative and fiscal responsibility of the USPO? Does the contractor work closely with the supervising USPO to coordinate services?

\_\_\_\_\_ i. Are supervision cases subject to the same subsistence collection procedures as committed residents?

\_\_\_\_\_ j. When the term specified by the court has been satisfied, or the center director determines that a resident's program is completed or that participation in the center's program will produce no further significant benefits, do staff notify the USPO (with a copy to the CCM) requesting program termination?

\_\_\_\_\_ k. Is a terminal report completed by the contractor and forwarded to the USPO, with a copy to the CCM?

\_\_\_\_\_ l. Are residents identified in this chapter eligible for furloughs or home confinement?

\_\_\_\_\_ m. Are absences other than "sign-out" or pass approved by the supervising USPO, and documented?

\_\_\_\_\_ n. In the event of a death of a resident under supervision, does the contractor immediately notify the CCM and USPO?

**Discussion/Findings:**

#### **RESEARCH AND EVALUATION**

\_\_\_\_\_ 1. Does the contractor have an organized system of information collection, storing, retrieval, reporting, and review?

\_\_\_\_\_ 2. Are contractor staff and the CCM considered instrumental in identifying information needs, and consulted when policies and procedures are being developed?

**Discussion/Findings:**

**LIST NAME AND POSITION OF  
STAFF INTERVIEWED DURING  
VISIT:  
(Add Comments)**

**LIST NAME AND REGISTER NO.  
OF RESIDENTS INTERVIEWED  
DURING VISIT:**

**SUMMARY**

Indicate areas in which contract needs improvement and steps to be taken to accomplish, including time frames for completion. (Use additional sheets, if necessary.)

Finding	Corrective Action	Should failure to correct finding result in
Required adverse action (i.e., cancellation of contract)? (Give reasons.)		

**RESIDENT INTERVIEW WORKSHEET**

This is a guideline only. It is not meant to be read to the resident word by word nor is it meant to be all inclusive.

1. Are counseling staff available during the hours you are free from work?
2. Do you have any problems getting to and from work. What mode of transportation do you use?
3. Do you have any problem getting clean bed linens, towels, etc.? How often? Are there facilities available to wash clothes?
4. Do you have a program plan? How was it worked out? Do you review it regularly with a staff member?
5. Have you participated in a fire drill? If so, when?
6. How did you get your job? Is it the kind of job you think you should have? If not, has a job change been discussed with staff?
7. Do you have a drug aftercare condition? If yes, what kind of program are you in?

Have you met with the U.S. Probation Officer?

8. What do you think about the food?
9. Are disciplinary measures fair and equal?
10. What is the purpose of you being placed in the CCC?
11. Are you aware of any illegal activities or preferential treatment concerning staff and residents?

**USPO INTERVIEW WORKSHEET**

1. Program Planning: Have you been invited to visit the center to meet with staff and/or residents at the facility?

2. Drugs and Alcohol: For all persons with a condition of drug aftercare, are you receiving advance notification of their arrival? Are planning conferences being held within two weeks after the client's arrival?

How often do you receive copies of the Urine Sampling Reports and are they on time?

3. Furloughs: Are you being consulted in the case of furloughs? (Furloughs are not the same as passes. This is a formal procedure and is usually for 3 to 5 days.)

4. Home Confinement: Are you being consulted regarding residents being placed on Home Confinement?

5. Release Procedures: Are you receiving parole plans six weeks prior to a resident's release date?

Are you satisfied with the quality of the plans?

Are residents receiving adequate instructions at time of release?

Are you receiving Terminal Reports in a timely fashion? Are they satisfactory?

Are you receiving release certificates?

6. Are residents benefiting by being released through this CCC? How?

7. What is your opinion regarding placement of direct court commitments and persons under supervision in this center?

**CONTRACTOR INTERVIEW WORKSHEET**

1. Do you have any problems with your billings?

Are you receiving your payments on time?

2. Are referral packets from CCMs satisfactory? If not, list the institutions and the problem(s).

3. Do you receive transfer packets from institutions prior to a resident's arrival? Do they contain all the necessary documents?

4. Do institutions give the Contractor notice of pending arrivals, including pertinent data such as method of transportation, departure and arrival time, etc.?

5. Do residents receive funds for transfer to the facility? (How much? Any problems?)

6. For residents on medication:

a. Are they given enough medical supplies and prescription medicine from the institution to last while in transfer to your facility?

b. Are you receiving a 30-day supply for the residents from an institution? List problem institutions and inmates.

7. Are you having any problems with the Probation Office regarding commitments of Residents Under Supervision?

Are you receiving parole plan approvals in a timely fashion?

8. Are you receiving cooperation from the U.S. Marshals Service?

9. Other Comments: (i.e., Problems with CCM communications, contract compliance, adverse publicity, etc.)

**COMMUNITY CORRECTIONS CENTER INTERIM MONITORING  
INSTRUMENT**

1. Date of Review: \_\_\_\_\_
2. Date of Last Audit: \_\_\_\_\_ Type: \_\_\_\_\_
3. Community Corrections Manager (Name, Location, Code):  
\_\_\_\_\_
4. Facility (Name, Location, Code):  
\_\_\_\_\_  
\_\_\_\_\_
5. Facility Director: \_\_\_\_\_
6. Facility Operating Capacity: \_\_\_\_\_
7. Total Facility Population: \_\_\_\_\_
8. Bureau of Prisons Population: \_\_\_\_\_
9. \_\_\_\_\_ Major \_\_\_\_\_ Moderate \_\_\_\_\_ Minor Use
10. Average Monthly Inmate-days Since Last Audit: \_\_\_\_\_  
Quota: \_\_\_\_\_
11. Is This Facility Co-Correctional? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
  
If so, are Sleeping Areas Separated? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
  
Is There Supervision and Separation by Sex to Provide  
Privacy and Protection? Yes: \_\_\_\_\_ No: \_\_\_\_\_
12. Comment on Areas Found Deficient During Last Audit (Attach  
Extra Sheets, if Necessary):
13. Comment on Life Safety Issues (Obtain Copy of Latest Fire  
Marshal Inspection Report, if Appropriate):
14. Comment on General Sanitation (Including Food Service  
Program and Obtain Latest Copy of Food Service Establishment  
Inspection Report, if Appropriate):

15. Comment on Inmate Accountability:

16. Comment on Employment Placement Program (% of Inmates Working Full-Time, Part-Time, Supporting Documentation, etc.):

17. Number of Escapes \_\_\_\_ and Number of Program Failures (Other Than Escapes) \_\_\_\_ Since Last Inspection.

18. Other Areas Considered Important to this Contract:

19. Date by which Contractor is to Respond to Notice of Deficiencies: \_\_\_\_\_

20. Date of Next Audit: \_\_\_\_\_ Type: \_\_\_\_\_

\_\_\_\_\_  
Prepared By/Job Title Date

\_\_\_\_\_  
Reviewed By/Job Title Date



Some of the items on this checklist will not apply in all situations. There is a column marked "N/A" - Not Applicable for such situations.

**ADMINISTRATION AND OPERATIONS**

	YES	NO	N/A
1. Is the unit under the direction of a full time, professional administrator?.....( )		( )	( )
2. Is there a sufficient number of operating staff members to provide continuous 24-hour per day supervision?.....( )		*	( ) ( )
3. Does the facility have a policy manual which governs institutional operations?.....( )			( ) ( )
4. Does each staff member receive 40 hours of correctional training annually?.....( )			( ) ( )
5. Is the staff guided by appropriate written orders (such as post orders, emergency plans, formal policies on key and tool control, etc.)?.....( )			( ) ( )
6. Do the policies for prisoner accountability insure that the security of the unit is maintained?.....( )		*	( ) ( )
7. Are unusual incidents, disciplinary infraction, and disturbance adequately recorded?.....( )		*	( ) ( )
8. Does the unit have a due process model, per Wolff v. McDonnell, policy for disciplinary actions?.....( )		*	( ) ( )
9. Are rules and regulations provided in writing for all prisoners?.....( )		*	( ) ( )
10. Is corporal punishment forbidden at this unit?..( )		*	( ) ( )
11. Do prisoners have adequate access to legal materials?.....( )		*	( ) ( )
12. Are minimal visitation rights afforded to all prisoners?.....( )		*	( ) ( )
13. Is the correspondence policy in accord with the statement of work?.....( )		*	( ) ( )

- |   |     |         |
|---|-----|---------|
|   | *   |         |
| 14. Are prisoners segregated by age and sex?.....( )  | ( ) | ( )     |
| 15. Is discrimination prohibited on the basis of<br>race, religion and national origin?.....( )   | *   | ( ) ( ) |
| 16. Are adequate safety measures in effect with<br>regard to fire, natural disaster, etc.?.....( )  | *   | ( ) ( ) |
| 17. Does the unit satisfactorily safeguard against<br>the introduction and production of contraband?..( )   | *   | ( ) ( ) |
| 18. Does the unit maintain an acceptable level of<br>sanitation?.....( )  | *   | ( ) ( ) |
| 19. Are prisoner funds and property adequately<br>accounted for?.....( )  | *   | ( ) ( ) |
| 20. Are vouchers accurate and in the proper<br>format?.....( )  | *   | ( ) ( ) |
| 21. Are communication between the unit and concerned<br>Federal agencies satisfactory?.....( )  |     | ( ) ( ) |
| 22. Is the unit responsive and cooperative in its<br>dealings with Federal agencies?.....( )  |     | ( ) ( ) |
| 23. If there are offenders committed under juvenile<br>statutes (pre or post-commitment), and this is<br>not strictly a juvenile facility, are they in<br>entirely separate quarters?.....( ) | *   | ( ) ( ) |

COMMENTS:

**BASIC SERVICES AND PROGRAMS**

- |   | YES | NO | N/A     |
|---|-----|----|---------|
| 1. Are prisoners provided with adequate clothing<br>and bedding?.....( )                |     | *  | ( ) ( ) |
| 2. Are prisoners provided with the opportunity to<br>shave and bath regularly?.....( )  |     | *  | ( ) ( ) |
| 3. Is a program of exercise and recreation, indoor<br>and fresh air, available?.....( ) |     | *  | ( ) ( ) |
|   |     | *  |         |

- 4. Are religious services/counseling available?... ( ) ( ) ( )
- 5. Does the facility provide three meals per day  
the Food Service standards exceed minimum \*  
nutritional standards of U.S.D.A.?..... ( ) ( ) ( )
- 6. Are menus checked by a dietitian?..... ( ) ( ) ( )
- 7. Is food served at the proper temperature, with  
attention given to variety and appearance..... ( ) ( ) ( )
- 8. Is there a formal classification program?..... ( ) ( ) ( )
- 9. Is basic medical service provided in \*  
accordance with the statement of work?..... ( ) ( ) ( )
- 10. Does unit have regular medical staff  
on duty at the facility on a regular  
basis (may be para-medic)?..... ( ) ( ) ( )
- 11. Are counseling and crisis intervention service  
provided?..... ( ) ( ) ( )
- 12. Are educational or vocational programs  
available?..... ( ) ( ) ( )
- 13. Is Work/Study Release available for Federal  
offenders?..... ( ) ( ) ( )

COMMENTS:

**NARRATIVE**

1. USE OF THIS UNIT BY FEDERAL GOVERNMENT:

MAJOR USE: ( ) MODERATE USE: ( ) MINOR USE: ( )

2. GOVERNMENT NEED TO CONTRACT WITH THIS UNIT:

NECESSARY: ( ) This is a single source supplier of  
needed service in the area; or, other suppliers in the area are  
unavailable to the Government or are clearly inferior.

DESIRABLE:                   ( ) This service is superior or more conveniently located than other options which are available.

OPTIONAL:                   ( ) This unit was selected over, or in addition to, other available units comparable in quality and convenience. Loss of this unit would not create a major problem for the Government.

3. OVERALL RATING ADJECTIVE:

SATISFACTORY:               ( ) There is no problem with this facility it is operating quite satisfactorily. Any improvement needed would be minor.

UNSATISFACTORY: ( ) There is a problem with this facility it is not operating satisfactorily. Improvement is definitely needed, as noted elsewhere in this report.

\*UNACCEPTABLE:             ( ) There is a major problem with this facility. The Government contracts with it only to meet the needs of the U.S. Courts, while expending major efforts to find alternatives; or the Government plans to give cancellation notice if situation continues over a specified length of time.

4. IF RATING IS "UNACCEPTABLE," COMMENT ON REASONS, OR REFER TO RELEVANT CHECKLIST ITEMS COMMENTED ON ELSEWHERE:

5. IF RATING IS "UNACCEPTABLE," IS CANCELLATION BEING CONSIDERED? IF NOT, COMMENT ON THE SITUATION AND ANY CONSTRAINTS WHICH PREVENT CANCELLATION:

6. DOES THIS UNIT RECEIVE MANAGEMENT ASSISTANCE FUNDS FOR IMPROVEMENT OF CONDITIONS FOR/SERVICES TO FEDERAL OFFENDERS?

7. IS THE UNIT IN NEED OF TECHNICAL ASSISTANCE? IF "YES" COMMENT ON WHAT ASSISTANCE IS BEING PROVIDED, COULD BE PROVIDED, OR THE CONSTRAINTS UPON PROVIDING ASSISTANCE:

8. NAME AND POSITION OF STAFF  
INTERVIEWED DURING VISIT:  
DURING VISIT:

NAME AND REGISTER NO. OF  
PRISONERS INTERVIEWED

9. ADDITIONAL COMMENTS:

Community Corrections Manager /s/

Date

10. Date of next scheduled inspection:

**CONTRACT LONG-TERM ADULT  
& JUVENILE MONITORING INSTRUMENT**

1. DATE OF INSPECTION: \_\_\_\_\_ SCHEDULED: ( ) UNSCHEDULED: ( )
  
2. CCM (name, location, code): \_\_\_\_\_  
\_\_\_\_\_
  
3. FACILITY (name, location, code): \_\_\_\_\_  
\_\_\_\_\_
  
4. CHIEF EXECUTIVE OFFICER (name): \_\_\_\_\_
  
5. FACILITY OPERATING CAPACITY: \_\_\_\_\_ POPULATION ON DAY OF  
INSPECTION: \_\_\_\_\_ ADP Last Six Months: \_\_\_\_\_
  
6. FEDERAL POPULATION ON DAY OF INSPECTION: \_\_\_\_\_ FEDERAL  
OFFENDERS AWAITING TRAIL/REMOVAL (USMS) FACILITY (BOP) FEDERAL OFFENDERS  
SERVING SENTENCE IN  

(1) adult male _____	(6) adult female _____
(2) adult female _____	(7) YCA male _____
(3) JJA male _____	(8) YCA female _____
(4) JJA female _____	(9) JJA male _____
(5) adult male _____	(10) JJA female _____
  
7. IS FACILITY CURRENTLY CROWDED? YES ( ) NO ( )  
IF "YES" PLACE A (X) BESIDE OFFENDER TYPE(S) ABOVE  
WHICH ARE OVERCROWDED.

Refer to Chapter 4, Community Corrections Manual for Monitoring Definition, Elements, Responsibilities, Schedule, Method, and Confidentiality of Reports.

The purpose of the checklist is to remind the CCM of areas to review in relation to the Statement of Work and to record the findings. It will become part of the contract file kept by the CCM.

Those items marked with an asterisk (\*) must be addressed in the

"Comments" at the end of each Section. The CCM will also address any other area that he/she believes pertinent to the Attachment 4 - "Comments" section at the end of this report.

Some of the items on this checklist will not apply in all situations. There is a column marked "NA" - Not Applicable for such situations.

**ADMINISTRATION**

- |   | YES | NO  | N/A   |
|---|-----|-----|-------|
| 1. Is this facility subject to inspection by state, county, or local regulating agency.....                             | ( ) | ( ) | ( )   |
| 2. Is the unit under the direction of a full time, professional administrator?.....                                     | ( ) | ( ) | ( )   |
| 3. Does the facility have a policy manual which governs institutional operations?.....                                  | ( ) | ( ) | ( )   |
| 4. Does each staff member receive 40 hours of correctional training annually?.....                                      | ( ) | ( ) | ( )   |
| 5. Is there an Affirmative Action Program in effect?.....   | ( ) | ( ) | ( )   |
| 6. If this is a juvenile facility, are there any adults confined here also?.....  | ( ) | ( ) | ( ) * |
| 7. Does staff photograph or fingerprint juveniles (committed under Juvenile Justice Act) without consent of Judge?..... | ( ) | ( ) | ( ) * |
| 8. Are prisoners segregated by age and sex?.....  | ( ) | ( ) | ( ) * |
| 9. Is discrimination prohibited on the basis of race religion, and national origin?.....                                | ( ) | ( ) | ( ) * |
| 10. Are prisoners provided with adequate clothing and bedding?.....   | ( ) | ( ) | ( ) * |
| 11. Are prisoners provided with opportunity to shave and bathe regularly?.....  | ( ) | ( ) | ( ) * |
| 12. Is a program of exercise and recreation, indoor fresh air, available?.....  | ( ) | ( ) | ( ) * |
| 13. Are religious services/counseling available?.....   | ( ) | ( ) | ( ) * |
| 14. Are minimal visitation rights afforded to all prisoners?.....   | ( ) | ( ) | ( ) * |

15. Is the correspondence policy in accord with the Statement of Work?.....( ) ( ) ( ) \*
16. Do prisoners have adequate access to legal materials?.....( ) ( ) ( ) \*
17. Are communications between the unit and concerned Federal agencies satisfactory?.....( ) ( ) ( ) \*  
YES NO N/A
18. Is the unit responsive and cooperative in its dealings with Federal agencies?.....( ) ( ) ( )

COMMENTS:

**SANITATION**

YES NO N/A

1. Is the sanitation-hygiene of facility monitored by a state, country, or local regulatory agency?.....( ) ( ) ( )
2. Does the facility maintain an acceptable level of sanitation?.....( ) ( ) ( ) \*

COMMENTS:

**DISCIPLINE**

YES NO N/A

1. Does the facility have a due process model, per Wolff v. McDonnell, policy for disciplinary action?.....( ) ( ) ( ) \*
2. Are rules and regulations provided in written for all prisoners?.....( ) ( ) ( ) \*
3. Is corporal punishment forbidden at this facility?.....( ) ( ) ( ) \*
4. Are there any inmate trustees?.....( ) ( ) ( ) \*

5. Are basic living levels of decency and humane treatment maintained in segregation unit?.....( ) ( ) ( ) \*
6. Is the same menu and frequency of meals provided to those inmates placed in segregation as provided to general population?.....( ) ( ) ( ) \*

COMMENTS:

**MEDICAL**

- |   | YES | NO | N/A          |
|---|-----|----|--------------|
| 1. Is basic medical service provided in accordance with the statement of work?.....( )                            |     |    | *<br>( ) ( ) |
| 2. Does facility have regular medical staff on duty at the facility on a regular basis?.....( )                   |     |    | ( ) ( )      |
| 3. Are there adequate procedures for handling medical emergencies?.....( )  |     |    | *<br>( ) ( ) |
| 4. Is there a hospital in the institution?.....( )  |     |    | ( ) ( )      |
| 5. Is hospital or clinic equipment in good repair?.....( )  |     |    | ( ) ( )      |
| 6. If institution has no hospital, have other arrangements been made for medical care and is it adequate?.....( ) |     |    | ( ) ( )      |
| 7. Are narcotic and non-narcotic drugs controlled properly?.....( )   |     |    | *<br>( ) ( ) |
| 8. Is inmate examined by medical personnel at admission?.....( )  |     |    | ( ) ( )      |
| 9. Are there procedures for proper maintenance and control of medical record?.....( )                             |     |    | ( ) ( )      |

10. Does staff know proper procedure for billing for medical care not included in per diem cost?.....( ) ( ) ( )

COMMENTS:

**FISCAL MANAGEMENT**

YES NO N/A

1. Does the facility prepare an annual written budget of anticipated revenues and expenditure?.....( ) ( ) ( )

2. Does the facility's fiscal process include an annual audit of the agency?.....( ) ( ) ( )

3. Are prisoner funds and property adequately accounted for?.....( ) ( ) ( )

4. Are vouchers accurate and in the proper format?.....( ) ( ) ( )

COMMENTS:

**CASE MANAGEMENT AND PROGRAMS**

YES NO N/A

Programs

1. Are counseling and crisis intervention services provided?.....( ) ( ) ( )

2. Are vocational programs available?.....( ) ( ) ( )

3. Does facility offer an adult Basic Education Program?.....( ) ( ) ( )

4. Does facility offer a GED program?.....( ) ( ) ( )

5. Is staff following the proper procedures for:

a. Furlough?.....( ) ( ) ( )

- b. Work Release?.....( ) ( ) ( )
- c. Study Release?.....( ) ( ) ( )
- 6. Does staff have an understanding of all aspects of placement in CTC's?.....( ) ( ) ( )

Classification/Progress

- 1. Is there a formal classification program?.....( ) ( ) ( ) \*
- 2. Is inmate progress reviewed at least once every 6 months?.....( ) ( ) ( ) \*
- 3. Is staff aware of what type of information should be in the following reports:

- a. Classification Report?.....( ) ( ) ( ) \*
- b. Progress Report?.....( ) ( ) ( ) \*
- 4. Does the facility grant Meritorious Good Time and is staff familiar with BOP policy pertaining to Meritorious Good Time?.....( ) ( ) ( ) \*

Release YES NO N/A

- 1. Does staff understand procedures required in Statement of Work relating to inmates who have a committed fine?.....( ) ( ) ( ) \*
- 2. Does staff understand procedures for resolving detainer?.....( ) ( ) ( ) \*
- 3. Upon release, does institution provide adequate clothing and transportation expenses to reach destinations?.....( ) ( ) ( ) \*
- 4. Are there procedures for determining the appropriateness of release gratuity and the amount?.....( ) ( ) ( ) \*
- 5. Are the appropriate release/discharge forms and reports completed and distributed properly?....( ) ( ) ( ) \*

Probation and Parole

- 1. Does the staff understand the role of the U.S. Probation Officer and how to determine who is the appropriate USPO?.....( ) ( ) ( ) \*
- 2. Does the staff understand how to obtain presentence reports and when to send report to the USPO?.....( ) ( ) ( )
- 3. Does staff understand procedures relating to the release plan and the USPO?.....( ) ( ) ( ) \*
- 4. Is staff aware of restrictions on release destinations of inmates going out on supervision (committing District of residence) and how to resolve this?.....( ) ( ) ( )
- 5. Does staff understand Parole Commission actions and procedures, i.e., continuances, institutional review hearing, continued to expirations, etc.?.....( ) ( ) ( ) \*
- 6. Does staff have all the required Parole Forms?.....( ) ( ) ( )

tSen ence/Record Information YES NO N/A

- 1. Do staff have a complete understanding of items on the BP-5 "Sentence Computation Sheet?.....( ) ( ) ( )
- a. Sentence and length?.....( ) ( ) ( ) b.
- SGT?.....( ) ( ) ( ) c. MR
- date?.....( ) ( ) ( ) d. Parole
- Eligibility date?.....( ) ( ) ( )
- 2. If allowed by institution, does Federal inmate have a copy of his BP-5?.....( ) ( ) ( )
- 3. Does Inmate File contain the following:
  - a. J&C (If not, is it in a separate, secure place)?.....( ) ( ) ( )
  - b. BP-5?.....( ) ( ) ( )

- c. PSI?.....( ) ( ) ( )
- d. Classification Summary?.....( ) ( ) ( ) e.
- Progress Reports?.....( ) ( ) ( ) f. Parole
- Application (if applicable)?.....( ) ( ) ( ) g. Disciplinary
- Records (if applicable)?.....( ) ( ) ( )

COMMENTS:

**SECURITY, CONTROL, & SAFETY**

- |  | YES | NO  | N/A |
|--|-----|-----|-----|
| 1. Is the staff guided by appropriate written orders (such as post orders, emergency plans, formal policies on key and tool control, etc.)?..... | ( ) | ( ) | ( ) |
| 2. Is there a sufficient number of operating staff members to provide continuous 24-hour per day supervision?.....                               | ( ) | ( ) | ( ) |
| 3. Do the policies for prisoners accountability insure that the security of the unit is maintained?.....   | ( ) | ( ) | ( ) |
| 4. Does the unit satisfactorily safeguard against the introduction and production of contraband?.....  | ( ) | ( ) | ( ) |
| 5. Are unusual incidents, disciplinary infraction, and disturbances adequately recorded?.....  | ( ) | ( ) | ( ) |
| 6. Are adequate safety measures in effect with regard to fire, natural disaster, etc.?.....  | ( ) | ( ) | ( ) |

COMMENTS:

UNACCEPTABLE: ( ) - There is a major problem with this  
INTERVIEWED DURING VISIT: PRISONERS INTERVIEWED  
DURING VISIT:

8. ADDITIONAL COMMENTS:

**NARRATIVE**

1. USE OF THIS UNIT BY FEDERAL GOVERNMENT:

MAJOR USE: ( ) MODERATE USE: ( ) MINOR USE: ( )

2. GOVERNMENT NEED TO CONTRACT WITH THIS UNIT:

NECESSARY: ( ) - This is a single source supplier of  
needed service in the area; or, other suppliers in the area are  
unavailable to the Government or are clearly inferior.

DESIRABLE: ( ) - This service is superior or more  
conveniently located than other options which are available.

OPTIONAL: ( ) - This unit was selected over, or in  
addition to, other available units comparable in quality and  
convenience. Loss of this unit would not create a major problem  
for the Government.

3. OVERALL RATING ADJECTIVE:

SATISFACTORY: ( ) - There is no problem with this  
facility--it is operating quite satisfactorily. Any improvement  
needed would be minor.

UNSATISFACTORY: ( ) - There is a problem with this facility--  
it is not operating satisfactorily. Improvement is  
definitely needed, as noted elsewhere in this report.

UNACCEPTABLE: ( ) - There is a major problem with this facility. The Government contracts with it only to meet the needs of the U.S. Courts, while expending major efforts to find alternatives; or the Government plans to give cancellation notice if situation continues over a specified length of time.

IF RATING IS "UNACCEPTABLE," COMMENT ON REASONS, OR REFER TO RELEVANT CHECKLIST ITEMS COMMENTED ON ELSEWHERE:

IF RATING IS "UNACCEPTABLE," IS CANCELLATION BEING CONSIDERED?

IF NOT, COMMENT ON THE SITUATION AND ANY CONSTRAINTS WHICH PREVENT CANCELLATION:

\*"Unacceptable" is not meant to imply that any Constitutional standards have not been met. It is simply a way of indicating the Bureau of Prisons has found major shortcomings in the facility or in its operations.

CCM Signature

Date

4. Management Center Administrator's Comments:

MCA Signature

Date

Date of next scheduled inspection:

**CONTRACT CONFINEMENT INTERIM MONITORING  
INSTRUMENT**

1. Date of Review: \_\_\_\_\_
2. Date of Last Audit: \_\_\_\_\_
3. Community Corrections Manager (Name, Location, Code): \_\_\_\_\_  
\_\_\_\_\_
4. Facility (Name, Location, Code): \_\_\_\_\_  
\_\_\_\_\_
5. Facility Director: \_\_\_\_\_
6. Facility Operating Capacity: \_\_\_\_\_
7. Total Facility Population: \_\_\_\_\_
8. Total BOP Population: \_\_\_\_\_, BOP Male: \_\_\_\_\_, BOP Female: \_\_\_\_\_
9. (Check One) This is a Major \_\_\_ or Minor \_\_\_ use Facility.
10. Average Monthly Inmate-days Since Last Monitoring: \_\_\_\_\_
11. Is this Facility Co-Correctional? Yes: \_\_\_ No: \_\_\_  
If so, are Sleeping Areas Separated? Yes: \_\_\_ No: \_\_\_ Is  
There Supervision and Separation by Sex to Provide Privacy  
and Protection? Yes: \_\_\_ No: \_\_\_
12. Comment on Areas Found Deficient During Last Audit (Attach  
Extra Sheet, if Appropriate):
13. Comment on Life Safety Issues (Obtain Copy of Last Fire  
Marshal Inspection Report, If Appropriate):
14. Comment on General Sanitation (Including Food Service  
Program and Obtain Latest Copy of Food Service Establishment  
Inspection Report, If Appropriate):

15. Comment on Inmate Accountability and Facility Security:

16. Number of Escapes Since Last Audit: \_\_\_\_\_

17. Does this Facility have a due Process Model, per Wolff vs. McDonnell, Policy for Disciplinary Action (Explain):

18. Comment on Whether staff Understand Release Procedures (When to Contact USMS, INS, Gratuities, Obtaining Bus Tickets, etc.)

19. Other Areas Considered Important to This Contract:

20. Date by Which Contractor is to Respond to Notice of Deficiencies: \_\_\_\_\_

\_\_\_\_\_  
Signature of Community Corrections Manager

\_\_\_\_\_  
Date

21. Date of Next Audit: \_\_\_\_\_

\_\_\_\_\_  
Signature of Management Center Administrator

\_\_\_\_\_  
Date

**ALLEGATIONS OF CONTRACT STAFF MISCONDUCT/INTEGRITY ISSUES  
IN PRIVATELY OPERATED BUREAU OF PRISONS  
CONTRACT FACILITIES**

The following procedures have been developed to more efficiently investigate allegations of contract staff misconduct/integrity issues in privately operated BOP contracts, while still preserving the best interest of the government.

1. ACTION: Contract Oversight Specialists (COS) and Community Corrections Managers (CCM) will review allegations of contract staff misconduct in connection with the Standards of Conduct in the contract. These matters will be brought to the attention of the contractor and handled as any other violation of the contract's terms and conditions. However, the Office of Internal Affairs (OIA) and the Office of Inspector General (OIG) must be informed of all misconduct allegations. Timely reporting of all incidents and allegations is of paramount importance.

2. PROCEDURES:

A. Any information alleging staff misconduct violations of state, local, or Federal law must be reported to the OIG/OIA. In addition to the following, please refer to Program Statement 1210.11 Internal Affairs, Office of, for guidance.

The CCM will notify OIA, without delay, of the allegation followed by the SENTRY Electronic Mail System (EMS) notification (see attached form), with copies of the EMS and predicated documentation (memorandums, etc.) mailed or sent via fax within 24 hours to OIA. A copy of the EMS notification will be sent to the staff member in the Community Corrections Branch - Contracting Section (CCB), Community Corrections and Detention Division, responsible for tracking community correction center (CCC) integrity issues.

Frequently, staff become aware of unconfirmed information alleging violations of the Standards of Conduct from unreliable sources. When this occurs, the COS or designated staff member will begin to gather preliminary data to assist in a determination whether a violation of the Standards of Conduct (or other contract requirements) may have occurred. However, it is important to note that "subjects" of the allegation(s) should not be approached without OIA approval. If the allegation is clearly determined to be insignificant and/or without merit, a memorandum or GroupWise e-mail documenting the results of the preliminary review shall be sent to OIA.

OIA will refer all misconduct allegations to OIG for screening and classification (OIA will refer criminal matters involving inmate physical abuse and sexual contact [which would constitute the prosecutable offense of deprivation of civil rights under 18 U.S.C. 242] with an inmate to the Department of Justice, Civil Rights Division (CRD), for prosecutorial consideration). OIG may decide to investigate a potential criminal violation or serious administrative infraction rather than deferring the matter to the BOP. If this should occur, the respective CCM will be notified and unless directed otherwise, no further local investigative action should be pursued.

Upon deferral, OIA will inform the CCM either not to proceed, pending further review, or to proceed with a local investigation. All blocks on the attached EMS form shall be completed unless obtaining the information would jeopardize an investigation. In this case, the form shall be appropriately noted.

If instructed to proceed with a local investigation, the COS or designated staff member will begin to gather information or evidence (newspaper articles, letters, police reports, telephonic verifications with state and/or local officials, interviews, etc.) that assist in a determination whether a violation of the Standards of Conduct (or other contract requirements) has occurred.

The CCM in consultation with OIA shall be responsible for directing, tracking, and ensuring all activities throughout the local investigation, including a final investigative report, are completed. Updates concerning an open investigation will be provided to the OIA, Community Corrections Regional Administrator (CCRA), Management Center Administrator (MCA), and CCB as new information is available, but no less than monthly. OIA is available for consultation at any point during the investigative process.

B. The CCM shall utilize all available resources to properly investigate the allegations. OIA, Regional Counsel and the Central Office may be utilized as resources. CCMs may assign the investigation of CCC staff to the COS or Case Manager.

A final investigation report shall be completed by the MCA and shall include an explanation of the complaint, a summary of the investigative steps utilized, and the factual conclusions reached by the investigator. This final report, along with copies of relevant affidavits, police reports, etc., shall be mailed to OIA with all documents compiled during the investigation (i.e., affidavits, working papers) shall be maintained and preserved in the CCM contract file.

C. If the allegation is unfounded, the CCM contract file will be documented by memorandum to OIA requesting CLOSURE and indicating the information/evidence gathered from the investigation does not support further examination. A copy of the memorandum, along with a copy of the actual investigative file, shall be sent to OIA for review. (A copy of the memorandum ONLY shall be sent to CCB for the purpose of updating the status.) OIA will notify the CCM when CLOSURE is made. MCAs will review these issues during operational reviews.

D. At the conclusion of the investigation where charges are sustained, the MCA will provide written direction to the CCM to pursue certain corrective contract compliance action through established (monitoring) procedures.

E. A copy of the CCM's letter to the contractor directing contract compliance action shall be sent to OIA.

### 3. RESEARCH

A. Information concerning all integrity allegations will be entered into the OIA computer database.

- ! the number of integrity/misconduct allegations (sustained or unsubstantiated);
- ! the types of integrity/misconduct allegations (fraternizing, gambling, sex related, etc.)
- ! expenditures of resources (travel costs, interviews, inspections, other financial expenditures, etc.);
- ! annual trends within each CCM office area; and,
- ! suggestions on how to prevent the circumstances leading to the integrity issue.

Through these guidelines, it is anticipated the BOP can more effectively and efficiently utilize existing resources to satisfactorily resolve contract staff misconduct.

**REFERRAL OF STAFF MISCONDUCT INCIDENT IN CONTRACT FACILITY**

TYPE OF REPORT (CHECK ONE)

INITIAL \_\_\_\_\_ FOLLOW-UP \_\_\_\_\_

DATE OF REFERRAL:

TIME OF REFERRAL:

CCM OFFICE CODE:

REPORTED BY (NAME AND TITLE):

CONTRACT FACILITY (CITY / STATE:

ASSIGNMENT CODE:

CONTRACT NUMBER:

DATE OF INCIDENT(S):

TIME OF INCIDENT(S)

PLACE OF INCIDENT(S):

ALLEGATION:

SOURCE OF ALLEGATIONS:

SUBJECT FULL NAME:

TITLE / POSITION:

DATE OF BIRTH:

SEX:

SOCIAL SECURITY NUMBER:

RACE:

\*If multiple subjects, use additional pages

VICTIM(S), FULL NAME AND REGISTER NUMBERS:

SUMMARY OF INCIDENT (WHO, WHAT, WHEN, WHERE, WHY):

-----  
STATUS (OPEN / CLOSED) (DESCRIBE ANY ACTION TAKEN LOCALLY PRIOR TO OIA REFERRAL. ARE THERE ANY OTHER LOCAL, STATE, OR FEDERAL AUTHORITIES INVOLVED?)



scale.

CONTRACT COMPLIANCE		COMMENTS:	0
- Accuracy of Reports			1
- Meet Staffing Criteria			
- Food Service Program			2
- Life Safety Standards			
- Substance Abuse Program			3
- Accountability			
- Technical Excellence			4
			++
CUSTOMER SATISFACTION		COMMENTS:	0
- Reliable			1
- Subsistence Collection			
- Facility Design/Location			2
- Facility maintenance & Repair			
- Responsiveness to Technical Direction			3
			4
			++
BUSINESS RELATIONS		COMMENTS:	0
- Effective Management			1
- Business-Like Correspondence			
- Current, Accurate and Complete Billings			2
- Responsive to Contract Requirements			
- Prompt Notification of Problems			3
- Reasonable and Cooperative			
- Flexible			4
- Pro-active			
- Effective Contractor-recommended Solutions			++
- Use of Small and Small Disadvantaged Business Subcontracts			

Mean Score (Add all ratings and divide by number of areas rated) \_\_\_\_\_

If applicable, did the contractor subcontract for any of the above services?

If so, did the contractor properly monitor subcontractor's performance?

8. RATER:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ D  
Date: \_\_\_\_\_ Period Rated: \_\_\_\_\_  
Position/Title: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

If CEF is completed telephonically, furnish all information above for interviewees except signature and completed information below for individual conducting interview.

Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Period Rated: \_\_\_\_\_  
Position/Title: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

9. Would you select this firm again? Please provide a brief explanation:

\_\_\_\_\_

10. (Applicable only for contract evaluations) Contractor's Review:

Were comments, rebuttals or additional information provided? Attach if submitted. [YES]

[NO]

\_\_\_\_\_

11. (Applicable only for contract evaluations) Information on Contractor's Authorized Representative submitting comments, rebuttals or additional information:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Period Rated: \_\_\_\_\_  
Position/Title: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
#: \_\_\_\_\_  
Fax #: \_\_\_\_\_

\_\_\_\_\_

12. (Applicable only for contract evaluations) Agency Review:

Were contractor comments reviewed at a level above the Contracting Officer? [YES]

[NO] Attach comments. Number of pages: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Period Rated: \_\_\_\_\_  
Position: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

\_\_\_\_\_

13. Contract Compliance

| Customer Satisfaction

| Business Relations

Revised Score: \_\_\_\_\_ | Revised Score: \_\_\_\_\_ | Revised Score: \_\_\_\_\_

---

14. Revised score (add all scores and divide by number of areas rated) \_\_\_\_\_

15. (Applicable only for contract evaluations)  
Contracting Officer Endorsement (Applicable only if contractor does not rebut rating and request review)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Period Rated: \_\_\_\_\_  
Position: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

16. Ratings: Summarize offeror/contractor performance and circle in the column on the right the number which corresponds to the performance rating for each category. See the attached Rating Guidelines to determine rating scale.

---

<p>CONTRACT COMPLIANCE</p> <p>-Accuracy of Reports</p> <p>-Meets Staffing Criteria</p> <p>-Food Service Program</p> <p>-Life Safety Standards</p> <p>-Substance Abuse Program</p> <p>-Accountability</p> <p>-Technical Excellence</p> <p>++</p>	<p>COMMENTS:</p>	<p>0</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p>
<hr/>		
<p>CUSTOMER SATISFACTION</p> <p>-Reliable</p> <p>-Subsistence Collection</p> <p>-Facility Design/Location</p> <p>-Facility Maintenance and Repair</p> <p>-Responsiveness to Technical Direction</p> <p>++</p>	<p>COMMENTS:</p>	<p>0</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p>
<hr/>		
		0

BUSINESS RELATIONS	COMMENTS:	1
-Effective Management		
-Business-like Correspondence		2
-Current, Accurate and Complete Billings		
-Responsive to Contract Requirements		
-Prompt notification of Problems		3
-Reasonable and Cooperative		
-Flexible		
-Pro-active		4
-Effective Contractor-recommended Solutions		
-Use of Small and Small Disadvantaged ++		
Business Subcontracts		

MEAN SCORE (ADD ALL RATINGS AND DIVIDE BY NUMBER OF AREAS RATED) \_\_\_\_\_ IF

APPLICABLE, DID THE CONTRACTOR SUBCONTRACT FOR ANY OF THE ABOVE SERVICES?

IF SO, DID THE CONTRACTOR PROPERLY MONITOR SUBCONTRACTOR'S PERFORMANCE?

**RATING GUIDELINES**

Summarize contractor performance in each of the rating areas. Assign each area a rating of **0** (unsatisfactory), **1** (poor), **2** (fair), **3** (good), **4** (excellent), or **++** (plus). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

Compact Compliance	Customer Satisfaction	Business Relations
-Accuracy of reports	-Reliable	-Effective management
-Meet staffing criteria	-Subsistence collection	-Businesslike correspondence
-Food service program	-Facility design/location	-Current, accurate and complete billing
-Life safety standards	-Facility maintenance and repair	-Responsiveness to contract requirements
-Subsistence abuse program	-Responsiveness to technical direction	-Prompt notification of problems
-Accountability		-Reasonable/cooperative
-Technical excellence		-Flexible
-Pro-active		
-Effective contractor recommended solutions		
-Effective small/small disadvantaged business subcontracting program		

<b>0. Unsatisfactory</b> Nonconformances are compromising the achievement of contract requirements, despite use of agency resources.	Deficiencies are compromising the achievement of contract requirements, despite use of agency resources.	Response to inquiries, technical/service/administrative issues is not effective and responsive.
<b>1. Poor</b> Nonconformances require major Agency resources to ensure achievement of contract requirements.	Deficiencies require major agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is marginally effective and responsive.
<b>2. Fair</b> Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Deficiencies require minor agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is somewhat effective and responsive.
<b>3. Good</b> Nonconformances do not impact achievement of contract requirements.	Deficiencies do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is usually effective and responsive.
<b>4. Excellent</b> There are no quality problems. issues is effective and responsive.	There are no deficiencies.	Response to inquiries, technical/service/administrative

**++ PLUS** The contractor has demonstrated an exceptional performance level in any of the above 4 categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."

## **CHAPTER 5. CASE MANAGEMENT**

Case management is an integral part of community corrections. Community corrections staff perform many functions for offenders in contract facilities that would be performed by case/unit managers in federal institutions. Therefore, CCMs must have a working knowledge of case management practices and procedures.

### **5.1. DESIGNATIONS**

Detailed instructions for completing the Inmate Load and Security Designation form (BP-S337.051) are contained in the **Security Designation and Custody Classification Manual**. In addition, the CCM shall be guided by the procedures outlined below.

As the first Bureau employees to be involved with federal inmates, CCMs must decide whether to designate a non-federal or federal facility. It is important for the CCM to review initial designation cases to determine whether they qualify for community-based programs.

Ordinarily, offenders with court recommendations to serve their sentences in a particular non-federal facility shall be placed there. Generally, these cases are reviewed biennially. State placement cases also require a biennial review.

After the designation is finalized, the CCM shall inform the U.S. Marshals Service (USMS) who has responsibility for transporting the inmate to the designated facility. When the case is a voluntary surrender, the USMS is to notify the inmate where and when to report. In these situations, local notification procedures may be established with the USMS and United States Probation Service (USPS).

The BP-S337 Remarks section should be used to comment on the nature of the offense, violent or unusual behavior, mental health or medical problems, escape history, threatening behavior toward national leaders, and criminal sexual behavior. If an item is scored in any portion of the form, a brief explanation should be included in the Remarks section of the BP-S337. If significant concerns are involved or there has been serious misconduct while in pre-trial status, it may be necessary to submit a separate memorandum via BOPNet GroupWise to the Designator briefly outlining the circumstances. Inmates with physical or mental health concerns shall be referred directly to the Central Office Medical Designator using appropriate comments in the Remarks section.

If the USMS requests designation and it is determined the sentence has already been completed (i.e., satisfied by jail credit), a designation shall not be done. However, it is necessary for community corrections staff to do a complete sentence computation even if the J&C indicates "Time Served"; an independent sentence computation will not suffice. Once the computation is completed it must also be satisfied (e.g., the date, time, and method of actual release must be entered).

In the Remarks section of the sentence computation, the CCM shall indicate that a sentence computation was completed on a released USMS prisoner and list what documents were used to do the sentence computation. For example: released USMS prisoner (129, PSI, J&C).

During the initial designation process, community corrections staff must perform an independent sentence computation using the SENTRY "Independent Sentence Computation" transaction for each inmate serving a sentence of one year or less. Good judgment shall be used to determine if this is needed for inmates serving sentences over one year when it appears the inmate has less than one year remaining. Performing independent sentence computations on such cases will help ensure proper consideration of jail time credit during initial designation, thereby reducing the potential for late releases.

All available 129s, PSIs, and prior sentence computations are to be reviewed. The CCM shall also complete an ARS history transaction to determine whether an inmate spent any pre-trial time in a Bureau institution.

After completing the independent sentence computation on cases that meet the criteria and consulting with the LIE on jail credit accuracy, the CCM shall place a note under the Remarks section of the BP-S337 indicating the tentative release date (TRD) with number of days jail time credit (JTC). For example: TRD w/292 JTC= 06-22-95. This will alert the Designator and staff at the institution of the short release date. This information shall be available to holdover facilities, the USMS, and other staff with access to SENTRY.

When notifying the USMS of the designated institution, the CCM should also highlight the short release date. The USMS may have to hold locally and eventually release the inmate if the date is too close for transfer to the designated facility. This decision rests with the USMS.

If background information (pre or post sentence investigation) has not been completed, the CCM shall conduct an NCIC/NLETS check

and annotate in the BP-S337 Remarks section. The inmate must be designated to at least a LOW security level institution.

Due to strict requirements for medical confidentiality, knowledge regarding HIV-infected offenders shall be limited to staff with a need to know. In order to maintain confidentiality, community corrections staff shall communicate this information to the medical designator in a separate memorandum via BOPNet.

**5.1.1. Placement of Inmates with Mental Health Issues or Histories of Suicidal Behavior**

To reduce the possibility of inmate suicides in contract detention facilities:

a. Each CCM or COS shall review their contract detention facilities regarding mental health and suicide prevention practices to determine their ability to deal with this population. Ordinarily, jail-type facilities that have ACA accreditation or state certification have acceptable suicide prevention programs. However, the Bureau cannot rely entirely on this information. CCMs and/or COSs must base their conclusions upon sound correctional practice. In addition to accreditation and certification, key factors to look for when conducting the survey include:

- e suicide and mental health training for staff,
- e heightened supervision for high-risk inmates,
- e availability of emergency resuscitative equipment,
- e availability of mental health professionals at the facility, and
- e formal policies and procedures governing their practices.

b. During the designation process, sensitivity must be given to an inmate's prior mental health concerns or history of suicidal behavior. If such a history exists, a Bureau institution, or a contract facility capable of dealing with this type of inmate, shall be designated.

c. It is critical that contract facilities contact CCM staff whenever an inmate shows evidence of suicidal tendencies, or demonstrates any unusual or dangerous behavior. The CCM shall carefully review this information and consult with the MCA, the CCRA, and Bureau mental health staff, such as the regional psychology services administrator, to determine if the inmate should remain at the facility or be transferred.

5.1.2. **Early Designation for Inmates in State Custody**

When prisoners are within 30 days of release from state sentences and a federal term of incarceration is to follow, community corrections staff shall act upon requests for designations from the USMS. Community corrections staff shall contact a state employee for a verbal report on the inmate's offense conduct and institutional adjustment (to include incident report history) as it applies to the designation process. They must also confirm the scheduled release date before requesting designation. The USMS must provide documentation verifying the sentence is complete.

For procedures to follow for inmates with concurrent federal and state sentences, refer to the Program Statement on **Designation of State Institution for Service of Federal Sentence**.

5.1.3. **Voluntary Surrenders**

The courts allow some inmates to surrender voluntarily to designated facilities. If the court does not establish a date, the CCM shall contact the USMS to establish a surrender date. If the USMS does not establish a date, the CCM may do so. When the CCM becomes aware of a change in a date of voluntary surrender, he or she shall notify the regional designator and the Inmate Systems Manager (ISM) at the designated institution via BOPNet. Contract facilities shall be notified of surrender date changes by telephone or mail. Documentation of this notification must be maintained until the voluntary surrender has occurred. This documentation may be maintained by saving the BOPNet message in an electronic file, by a comment in the designation log, or another method the CCM deems appropriate. Self surrender dates for ICC designations should be established as close to the class start date as is practicable. For further information, refer to the Program Statement on **Unescorted Transfers and Voluntary Surrenders** and, in the case of voluntary surrender to an ICC, the **Intensive Confinement Center** Program Statement.

5.1.4. **Appeals**

If a CCM becomes aware that an inmate has been released on an appeal after an institution was designated for that inmate, the CCM shall notify the regional designator and the ISM at the designated federal institution by BOPNet. If a contract facility is the inmate's designated location, the CCM shall notify staff at that facility. Documentation of notification must be maintained until the appeal process is completed. The documentation may be noted in an electronic file or another CCM approved method.

5.1.5. **Records and Documents**

a. CCMs shall maintain a designation tracking system (see **Attachment 5-1, Designation Log**) that provides sufficient information to permit review of the designation process. These records are to be maintained until the next Program or Operational Review. If cases are not processed in a timely manner as noted in the **Security Designation and Custody Classification Manual**, the CCM shall clearly document the reasons.

b. When federal institutions are designated, CCMs shall forward (by regular mail) within two working days, copies of Central Inmate Monitoring (CIM) documentation, if available, to the CIM coordinator and all copies of the PSI and other relevant information or documents to the ISM at the designated institutions.

c. When non-federal contract facilities or Bureau institutions are designated, CCMs shall forward copies of the designation teletypes or memos and any other relevant information or documents (including PSIs) to the facilities within two working days. If the CCM believes the inmate will arrive in less than five days, all documentation shall be sent by **overnight mail or facsimile** within one working day of the designation to the appropriate Bureau or contract facility.

d. CCMs shall complete **Attachment 5-1a, Tracking Juvenile Designations**, for all federal juveniles sentenced on or after July 1, 1998, at the time of designation and with every subsequent change of facility. This form shall be submitted to the Central Office CCB.

5.2. **REFERRALS FOR INSTITUTION TRANSFER TO CCCs**

The Bureau's goal is to provide release preparation services to all inmates who have need of such services and who meet requirements for placement in the community. Refer to the Program Statement on **Community Corrections Center (CCC) Utilization and Transfer Procedure** and the **Security Designation and Custody Classification Manual**.

Bureau institution staff submit standard referrals to CCMs for release preparation placement in CCCs. CCC referral procedures allow the CCM to set an appropriate placement date within the range the referring institution requested. CCMs should also review referrals to determine whether the inmate qualifies for

other community-based programs (home confinement, drug treatment, etc).

5.2.1. **Special Cases**

a. Military prisoners who will release directly from Bureau institutions may be transferred to contract CCCs. Other military prisoners, including military supervision cases, may not.

b. State prisoners boarded in Bureau institutions are **not** eligible for placement in Bureau contract facilities.

5.2.2. **Procedures**

Upon receiving a completed CCC referral package, the CCM shall expedite one copy to the appropriate CCC, accompanied by a cover memorandum recommending a placement date and listing any special program requirements. The CCM shall indicate a specific placement date based upon known resources. A response from the CCC is expected after receipt of the referral package. CCMs must monitor referrals to ensure this occurs.

a. **Acceptance.** When a CCC accepts an inmate, the CCM and CCC staff shall notify the institution. CCMs shall add the destination assignment to the inmate's SENTRY record. The effective date of the assignment will be the approved transfer date. The scheduled transfer date should allow the institution at least 10 working days to process the release paperwork. If the date is subsequently altered or canceled, CCMs must modify the effective date or delete the assignment **and** notify the institution.

b. **Rejection.** When a CCC does not accept an inmate, the CCC Director must write to the CCM outlining the reasons. The CCM shall review the rejection to determine if it is justifiable and not based on a lack of information. The CCM may want to discuss the rejection with the CCC Director for reconsideration. When it is certain that placement cannot be made, the CCM must consider placement in another CCC or probation's electronically monitored home confinement program. If the CCM is unable to place the inmate in the community, the institution shall be notified of reasons for the denial by BOPNet, the referral package shall be disposed of, and the CCC rejection letter shall be mailed to the institution. The CCM shall enter the reason for denial using the appropriate SENTRY COM assignment. The CCM shall maintain a record of rejections until the next Program or Operational Review.

c. Referral Log. Each CCM shall maintain a chronological log of CCC transfer referrals. Records shall be maintained until the next Program or Operational Review. The log must contain at least:

- e Offender name and register number.
- e Referral institution and date referral was received.
- e Name of referral CCC (or 3-digit code) and date of referral to CCC.
- e Date of CCC reply.
- e Transfer date.
- e Date institution notified (via DST waiting list).
- e Comment section.

### 5.3. DIRECT PLACEMENT OF OFFENDERS IN CCCs

All direct placements, including supervision and direct court commitments, shall be subjected to the more restrictive Community Corrections Component of the CCC program, unless directed otherwise by judicial recommendation.

#### 5.3.1. Probation/Supervised Release

a. Judges may require probationers to reside in or participate in a CCC program as a condition of supervision. If CCMs determine that space is available, they shall authorize CCCs to accept the offenders and the CCM or CCC Director shall notify the USPO.

b. The Bureau pays for probationers and supervised releasees in CCCs only when a court or U.S. Parole Commission order requires it as a condition of supervision; however, expenses for pretrial cases in CCCs, including alleged probation violators who may be required to reside in CCCs as a condition of release from jail, are the responsibility of probation or the pretrial agency.

#### 5.3.2. Parole/Mandatory Releasees

The U.S. Parole Commission may require parolees and mandatory releasees to reside in CCCs as a condition of supervision. If the CCM determines space is available, they shall authorize CCCs to accept the offenders and the CCM or CCC Director shall notify the USPO.

#### 5.3.3. Direct Court Commitments

Federal judges may recommend that CCCs be designated for inmates to serve short-term sentences (ordinarily less than one year).

CCMs shall carry out such a recommendation if they determine that this designation is appropriate. CCMs shall consult with MCAs in all situations of designation of community based facilities for periods exceeding one year. If space is not available or if inmates are inappropriate for designation of CCCs, an appropriate designation shall be made. The sentencing judge shall be notified in writing, with an explanation outlining the reasons for not satisfying the judicial recommendation regarding a specific institution or program as noted in the Program Statement on **Judicial Recommendations and U.S. Attorney Reports.**

5.3.4. **Community Confinement**

**Title 18 U.S.C. § 3563(b) and United States Sentencing Guideline Section 5C1.1**, provide for residence in or participation in the program of a community corrections facility. Inmates who are sentenced to community confinement reside in a CCC in lieu of some portion of the term of commitment required by the Sentencing Guidelines. The judgment should specify "Community Confinement." The CCC referral package should contain the same information as specified in the referral package for Public Law placements.

5.3.5. **Intermittent Confinement**

Offenders sentenced to Intermittent Confinement remain in Bureau custody during nights, weekends, or other time periods, in lieu of some portion of the term of commitment required by the Sentencing Guidelines. This condition of probation is authorized in **Title 18 U.S.C. § 3563(b) and United States Sentencing Guideline Section 5C1.1**. Usually, it is served in jail. If no jail or institution is available, a CCC may be designated with the court's approval or upon the court's recommendation. These commitments shall be handled like direct court commitments; the USMS must request designation for an Intermittent Confinement commitment after they receive the Judgment in a Criminal Case specifying commitment to the Bureau. These commitments are subject to the same discipline, escape, and sentence computation procedures (see the **Sentence Computation Manual** for rules on awarding jail credit) as other Bureau inmates during the period of Intermittent Confinement. They are probationers during other times. If a CCC is designated, these cases are subject to the provisions of the Community Corrections Component. These offenders should be treated as inmates to the greatest extent possible. In the event of a serious disciplinary infraction the sentencing court should be notified.

#### 5.3.6. **CCC Placement as a Release Condition**

Offenders who are placed on supervised release or have a supervised release period stipulated to follow confinement in their Judgment in a Criminal Case may be required to reside in a CCC as a condition of supervised release for the time specified by the court. The USPO may refer offenders serving a supervised release term in the community who require a more structured environment to the CCM for CCC placement. When inmates are released directly from institutions with a court or U.S. Parole Commission ordered supervision release condition that they reside in a CCC, institution staff shall forward a referral package to the CCM and providing CIMS clearance when appropriate. Refer to the Program Statement on **Community Corrections Center (CCC) Utilization and Transfer Procedure.**

#### 5.4. **CENTRAL INMATE MONITORING SYSTEM**

The Central Inmate Monitoring (CIM) System is a classification system the Bureau uses to monitor the transfer, temporary release, and community-based activities of inmates who present special concerns for management. The CCM has clearance authority for all CIM assignments, except Witness Security cases, which are reviewed by the Central Office Inmate Monitoring Section. Community corrections staff shall notify the "Review Authority" of clearances using EMS Form 404, Requesting Central Inmate Monitoring Clearance. See the Program Statement on **Central Inmate Monitoring System** for additional information and guidance on who the appropriate "Review Authority" is in different cases.

As CIM "Coordinators" for inmates confined at contract facilities, CCMs have the same responsibility as the institutional CIM "Coordinators" for CIM cases in their areas. CCMs are involved in the designation process and in providing case management services to inmates in the community. They are the first to become involved with inmates when U.S. Marshals request a designation. It is required that the CCM and case manager be certified in CIM procedures and complete CIM Certification every three years.

CIM areas unique to community corrections offices are:

5.4.1. Watching for local media and other information on potential CIM cases; keeping a daily log and a file with CIM material and sending material to the regional office, as appropriate; and keeping the file in a locked drawer if it is a Witness Security case so only those with a need to know have access.

5.4.2. Identifying inmate management issues that may pose concerns during confinement or while in the community.

5.4.3. Initiating requests for written documentation that substantiates CIM classification. Forwarding information gathered on inmates to the CIM Coordinator at receiving institutions.

5.4.4. Transmitting CIM information to the regional designator for consideration with designation requests. Information about separatees and WITSEC inmates **must not** be included in the Remarks section of the designation request form, but shall be communicated by phone, SENTRY, or BOPNet.

5.4.5. Ensuring that any inmate for whom a contract facility is designated is notified in writing, as promptly as possible, of the CIM classification and the basis for it. The inmate shall sign for and receive a copy of the notification form.

5.4.6. Preparing the packet on all inmates for whom contract facilities are designated and are identified as CIM cases, as outlined in the Program Statement on **Central Inmate Monitoring System**. The CCM shall ensure that the files of **all** inmates so identified contain the 8½ x 11 inch white card stamped: **"NOT TO BE TRANSFERRED OR PARTICIPATE IN COMMUNITY ACTIVITIES WITHOUT CIM CLEARANCE."**

5.4.7. Ensuring that clearance for CIM cases approved for CCC transfer has been obtained before the inmate arrives at the facility. This clearance is to be documented in the file, with a hard copy printed no earlier than one to seven days before an inmate's arrival. Checking for prior CIM classification on public law cases is necessary. If a prior separatee is at the CCC, the CCM must ensure the inmate's safety is not jeopardized.

5.4.8. Monitoring of clearances for transfers or community activities outside the commuting area of the contract facilities by the CCM.

In reference to additional CIM clearance for CIM cases who are transferred from a CCC to a home confinement program, the CIM activity clearance for a CCC placement is from the time the inmate departs the institution through the time he or she is released from the CCC or other community programs. There is no need for CIM clearance for inmates going from a CCC to home confinement if the home confinement location is within the same commuting area. This also applies to inmates transferring from one contract facility to another under the same CCM office;

however, a review of the CIM status shall be conducted to ensure separatees are not placed at the same facility.

5.4.9. Register numbers for uncommitted separatee(s) can be obtained from the regional designator. See the Program Statement on **Central Inmate Monitoring System**.

5.4.10. CCM authorization of CIM clearance when CCC inmates must be transferred. Another unique responsibility is approving CIM inmates for furloughs outside the commuting area. In separation/state boarder cases, the CCM approving the furlough shall complete the SENTRY clearance transaction using EMS Form 404, Requesting Central Inmate Monitoring Clearance.

#### 5.5. **REPORTING SIGNIFICANT INCIDENTS, EMERGENCIES AND DEATHS**

CCMs shall report and route unusual and serious incidents, assaults, deaths, disturbances, fires, natural disasters, weapons discharges, and adverse incidents that may result in significant publicity using the Report of Incident form. Uses of force, restraints, or chemical agents shall also be reported on the Report of Incident form. An After-Action Review Report (EMS Form 586) shall be prepared as necessary. Each of these forms shall be routed to all listed on the bottom of the form and to the MCA, CCRA, and the Central Office COMM CORR mailbox.

The regional duty officer shall be notified when the occurrence is on a weekend or after normal business hours. There will be circumstances when some of these incidents present regional or national sensitivities and require immediate or next day telephonic alert to respective staff in the regional and Central offices. For example, if there is a probability for regional or national media attention to the incident, immediate telephonic reporting may be called for in addition to completing the Incident Report.

In the event of a significant escape, related incident, or death of an inmate in a contract facility, the CCM shall follow procedures outlined in the Program Statement on **Escapes/Deaths Notification**. The CCM performs the same role as the chief executive officer. In the event of an inmate death, CCC or jail staff shall take a rolled right thumb print and arrange for the death certificate to be completed. These two documents shall be mailed to the CCM, who shall make sure both are placed in the Inmate Central File. A copy of the death certificate shall be mailed to the Regional Health Services Administrator.

The CCM shall instruct contract facility staff to call the local coroner to review the case if the death is violent, accidental

with unusual or questionable circumstances, or sudden, when the deceased had not been under medical supervision. In all other cases, the CCM shall follow local law or practice in disposing of the body. If relatives claim the body, the Federal Government has authority to release it to them. If the relatives live at a distance, the government shall pay the cost of transporting the body and the expense of preparing it for shipment, including embalming, clothing, casket, and shipping container. If the body is not claimed by relatives, the government has authority to arrange and pay for local burial expenses. The regional contract specialist shall provide information on maximum allowable expenses. Price quotes shall be obtained from several morticians and provided to the contract specialist, who shall select the vendor and issue a purchase order.

When embalming or an autopsy is necessary, refer to the Program Statements on **Autopsies, Authority to Order** and the **Health Services Manual** for further information regarding religious practices. The regional chaplaincy administrator is to be contacted for guidance.

The CCM shall report all deaths immediately to the Regional Correctional Services Administrator by telephone, confirm by BOPNet and forward with copies of the Incident Report to the Correctional Services Administrator and National Health Systems Administrator in the Central Office, MCA, CCRA, and CCA.

The CCM must notify the sentencing U.S. district court judge by letter, with copies to the U.S. Attorney, Chief U.S. Probation Officer, and the Regional Director. The Program Statement on **Escapes/Deaths Notification** also explains special handling for WITSEC cases, notification procedures for family and friends, medical reports, and other information needed.

## 5.6. **ESCAPES**

### 5.6.1. **Definition and Application**

Any committed inmate who fails to report to a contract facility for admission, fails to remain at the approved place of employment or training during the hours specified by the terms of the employment or training program, fails to return to the facility at the prescribed time, or fails to return from any other approved absence at the time and place stipulated, may be placed on escape status after staff have completed and documented routine procedures to locate the inmate.

The federal escape statute only applies to those who escape from the custody of the Attorney General or Bureau. A person in a CCC

as a condition of probation, supervised release, or bond is there by order of the committing court and is not deemed to be in the custody of the Attorney General or the Bureau. Probationers and those on bond who leave a CCC without permission cannot be prosecuted for escape, and should not be required to sign documents indicating they can be. Having CCC staff add this statement to their forms or rules may prevent problems:

**"A person who is residing in this CCC as a condition of probation, parole, supervised release, or bond is not in the custody of the Attorney General or Bureau of Prisons and thus cannot be prosecuted for escape if they leave the facility without permission. However, any unauthorized departure from the facility by those on probation, parole, or bond will be immediately reported to appropriate court personnel."**

Any offender on probation or bond is considered to have absconded from supervision rather than escaped from custody. **It is not necessary to complete the Escape Report, EMS Form 907, for absconders.**

#### 5.6.2. Procedures

##### a. Escape from a contract facility

(1) CCMs must ensure that all contract staff are familiar with escape reporting procedures.

(2) Contract staff must report escapes to CCMs immediately after the inmate is placed on escape status (no reporting delays are allowable for escapes from secure-type facilities). Staff should not wait until regular working hours if the escape occurs in the evenings or on weekends. The CCM shall ensure the CCC staff can contact CCM staff after hours. This may include providing a beeper or cell phone number (with backup home number of a staff member), or providing the home phone numbers of at least two community corrections staff members. CC Offices shall establish local procedures for immediate USMS notification.

(3) Upon notification of an escape during non-duty hours, the CCM shall determine the necessity to contact the regional duty officer, depending on the circumstances of the escape, but shall always report escapes from secure custody.

These requirements necessitate CCM staff being aware of the weekly

regional duty officer roster. Escapes from contract confinement facilities (jails, long-term institutions, juvenile boarding facilities) must be reported immediately.

(4) The CCM shall complete the Community Corrections Escape Report (EMS Form 907), **(Attachment 5-2b)**. The following information may be of assistance in filling out this form:

ESCAPE FROM CUSTODY - Under this category, report an inmate whose whereabouts are unknown after contract staff have tried to locate the inmate at local jails, hospitals, job, and pass locations.

ESCAPE DUE TO COMMUNITY ARREST - Under this category, report an inmate who is missing as a result of an arrest by a law enforcement authority. The CCM is aware of the inmate's location and has initiated procedures to place a detainer in favor of the USMS with the USM having custody. The CCM shall ask the USMS to notify the CCM when the detainer is executed. In SENTRY these are identified as technical escapes.

Community Arrest/New Criminal Behavior - An inmate is arrested for engaging in new criminal behavior since assignment to a community based program, such as when an inmate is arrested and charged with a robbery that occurred while signed out of the CCC.

Community Arrest/Old Criminal Behavior - An inmate is arrested for criminal behavior that occurred prior to assignment to a community based program. For example, the inmate is arrested by an officer who recognizes him as having a warrant pending since before this incarceration.

The "Circumstances" section should include basic information pertaining to the escape with facts related to any new or old criminal behavior, injuries, and/or media attention. Note any public safety factors or special management concerns as well as pertinent background information on the inmate and offense not detailed in the Inmate Load and Security Designation form (BP-S337). Facts pertaining to the CCC's

accountability procedures regarding the incident are to be included.

Other areas in the Escape Report are self explanatory. CCMs need to ensure this entire form is completely filled out with accurate information pertaining to the inmate's status.

(5) The CCM must notify the FBI and USMS within the district of the escape immediately of an escape. Details of the escape and the identity of the escapee must be furnished.

The Notice of Escaped Federal Prisoner form (BP-S393.058) is to be used for this notification. In addition, the CCM needs to send a message to the USMS authorizing them to apprehend and detain the escaped federal prisoner.

For an escape due to community arrest, the CCM **needs only** to send a JUST message to the USMS to have a detainer placed on the escapee. Other notifications are not necessary.

(6) When an inmate escapes, CCMs shall send a letter via fax immediately (within the first working day) to the sentencing judge(s) explaining the details of the escape, including a copy of the BP-S393, followed by original correspondence. The U.S. Attorney and U.S. Probation Office shall be faxed a copy of the letter to the judge. This procedure does not apply to escapes due to community arrest.

(7) CCMs shall update SENTRY to indicate changes in release status, COM assignments, custody, good time, and sentence computation.

(8) CCMs shall maintain escape documentation, including copies of the escape report, notifications, and disciplinary information. Disciplinary information is filed in a separate disciplinary file. This documentation can be disposed of once a Program/Operational Review has been conducted and the individual has been apprehended.

(9) The CCM shall purge file material already in the Inmate Central File, include original escape documentation with disciplinary reports and escape notification, and send this to the parent institution along with a terminal report after disciplinary proceedings are completed.

(10) The Bureau does not pay the contractor for the day of escape unless the contract specifies otherwise.

CCMs should be familiar with the procedures regarding escapes from community based programs found in the Program Statements on **Escape From Extended Limits of Confinement, Escape/Deaths Notification, and CCC Utilization and Transfer Procedure** as well as the **CCC Statement of Work**.

b. Escape while in route from an institution to a CCC:

(1) When an inmate on unescorted transfer fails to report to a CCC, the CCM shall report the inmate as an escapee via telephone and BOPNet GroupWise to the ISM at the sending institution. The U.S. Marshal in the CCC district shall be notified of the escape. The CCM shall also notify the Regional Director, Central Office, and the sending institution via BOPNet GroupWise of the escape.

(2) Staff at the sending institution shall update SENTRY to indicate changes in release status and sentence computation as well as preparing an incident report and conducting a discipline hearing in absentia. Institution staff shall complete the Incident Report and make all notifications as required by the Program Statements on **Unescorted Transfers and Voluntary Surrenders, Escapes/Deaths Notification, and CCC Utilization and Transfer Procedure**.

c. Apprehension or return to facility of contract facility inmate

(1) Apprehension of CCC failures is to be coordinated with the contractor and USMS to reduce the possibility of escape. This can be accomplished by issuing the incident report when the USMS arrives to take custody or by asking the USMS to pick up a home confinement inmate at his or her residence. The importance of immediate transfer must be stressed to the USMS when the CCM determines there is an escape risk or threat to the inmate and/or others. In routine cases, apprehensions should be scheduled to occur during normal business hours as noted in the Program Statement on the **Interagency Agreement between the Bureau of Prisons and U. S. Marshals Service**.

(2) Gather all information available related to the inmate's activities while on escape status. This may

necessitate phone calls to the USMS, other arresting authority, or USPO.

(3) Complete the Community Corrections Apprehension Report (EMS Form 908), (**Attachment 5-2d**). This report should include information describing any new offenses committed and comments on whether injuries or media coverage resulted. Apprehension reports must be completed on escapes due to community arrest when they are returned to federal custody.

(4) Determine through the U.S. Attorney and/or the USMS if there will be federal escape prosecution. If so, do not designate until after prosecution and sentencing and the USMS has formally requested designation.

(5) Make the determination if local redesignation is appropriate, i.e. from a CCC to a local jail. If so, follow routine inter-facility transfer procedures. After designation is made, the CCM shall send a JUST message (**Attachment 5-2c**) to the USMS to transfer the inmate to closer custody.

(6) Contractors shall be advised to accept an escaped inmate returning to the facility always and to call the CCM immediately for further direction. The USMS shall be called to pick up the inmate immediately, unless the CCM chooses to expunge the incident report and charge the inmate with another accountability code.

If there are no significant criminal charges and a transfer to a Bureau institution is the most appropriate course of action, regular transfer procedures shall be followed as with any other CCC failure.

(7) If significant time has passed (weeks or more) from the date of escape and/or there have been significant criminal charges, the CCM shall do a new Inmate Load and Security Designation form (BP-S337).

(8) The Program Statement on **Escape from Extended Limits of Confinement**, provides guidelines for giving full credit for time served while detained or arrested, gives procedures for when a state institution is designated for continued service of federal sentence, and explains situations where escape status is to be nullified. Complex situations for which there appear

to be no clear policy guidelines must be referred to the Regional Inmate Systems Administrator (RISA).

(9) The CCM shall check quarterly to see if an escapee has been apprehended via SENTRY, NCIC, and the USMS. The results of this check shall be documented.

**5.7 DISCIPLINE/IN-PROGRAM FAILURES.** This section applies to all inmates in contract facilities which are required, by the terms of their contract, to use a discipline system in which a Bureau DHO takes final action. For inmates identified as having sentences affected by the Violent Crime Control and Law Enforcement Act (VCCLEA) and the Prison Litigation Reform Act (PLRA), also see Section 5.8, SPECIAL DISCIPLINE PROCEDURES FOR VCCLEA/PLRA INMATES IN NON-FEDERAL FACILITIES.

For those contract facilities which are not required to use Bureau discipline procedures (generally local jails and state Departments of Correction) the CCM must ensure the facilities use and adhere to the concepts of due process as outlined in **Wolff v. McDonnell**.

The Program Statement on **Inmate Discipline and Special Housing Units** and prescribed procedures for inmate discipline as contained in the contractors respective **Statement of Work** shall be referenced.

The following Bureau forms are used during the community corrections disciplinary process and can be found on BOPDOCs:

BP-S494.073	Checklist for Center Discipline Committee Certification;
BP-S205.073	Incident Report (CCC's);
BP-S206.073	Inmate's Rights at Center Discipline Committee Hearing (CCC's);
BP-S207.073	Notice of Center Discipline Committee Hearing (CCC's);
BP-S495.073	Waiver of Appearance (CCC's);
BP-S209.073	Duties of Staff Representatives (CCC's);
BP-S208-073	Center Disciplinary Committee Report (CCC's);
BP-S389.058	Statutory Good Time Action Notice;
BP-S390.058	Extra Good Time Recommendation; and
BP-S448.058	Good Conduct Time Action Notice.

The following tables are used during the community corrections disciplinary process and can be found in the Program Statement on **Inmate Discipline and Special Housing Units**:

Table 3 Prohibited Acts and Disciplinary Scale

Table 4 Sanctions (Note: Sanctions applies with the exception that the VCCLEA/PLRA exemplary compliance requirement does not apply to inmates in contract facilities).

Table 5 Sanctions for Repetition of Prohibited Acts within the Same Category

The Discipline Hearing Administrator (DHA) shall establish procedures, within his or her respective region, for mailing completed CDC packets for review and imposition of final action.

#### 5.7.1. **Community Corrections Center Staff**

The contractor shall comply with the Bureau of Prisons prescribed policy and procedures for inmate discipline as contained in its **Statement of Work**. No deviation from this policy may be permitted.

#### 5.7.2. **Procedures Upon Admission to Center**

The contractor shall furnish a copy of "Table 3-Prohibited Acts and Disciplinary Scale," found in the Program Statement on **Inmate Discipline and Special Housing Units**, the center's disciplinary system, and the established rules of the facility to each new offender upon arrival. Copies of these documents shall be posted at a prominent location accessible to all offenders. The offender's file shall contain a receipt, signed by the offender, stating that the offender has received and understands the contents of these documents.

#### 5.7.3. **Discipline Hearing Officer (DHO)**

Ordinarily, within three working days of receipt of the Center Disciplinary Committee (CDC) Packet, the DHO shall review it for compliance with the CDC discipline policy specified in this Manual and **Wolff v. McDonnell**. If there are any discrepancies in the CDC packet, the DHO shall communicate directly with the CDC Chairperson by telephone or written correspondence. In order to ensure that all phases of the discipline hearing record are complete and the findings are based on facts, the procedures have been followed, and that any delays are justified, the DHO shall complete the Checklist for Center Discipline Committee Certification form (BP-S494.073) and place it in the front of the CDC packet. The DHO shall also sign and date the CDC Report on the top right side to certify compliance with disciplinary requirements. If the DHO is not satisfied that all criteria are met, they will return the packets and point out errors and omissions to be corrected. If the DHO experiences recurring problems, the CCM should be notified so the issue can be

addressed as a matter of contract compliance. If the DHO is satisfied that all criteria are met, he or she will certify, impose final action, and sign and date the CDC report. Additionally, the DHO will enter the incident report and charges using the SENTRY transaction "Update Charges" as well as revise the "Add Hearings/Findings" transaction immediately after final action is taken and enter the SENTRY report number in the upper right corner of the Checklist for CDC Certification. The report will be given an initial incident report status of "CDC". If an inmate has any prior discipline action, the DHO shall determine if there are any executable suspended sanctions using the SENTRY Sanctions Available to Execute. The Update Changes transaction should be done as soon as the packet is received from the CCC, even if the case is to be returned for corrective action. Doing so provides an effective tracking system of reports under review.

The DHO shall maintain a log to record pertinent information on each case reviewed. At a minimum, the log shall include:

- e the inmate name, e
- register number, e
- facility,
- e date of CDC hearing,
- e date received by DHO,
- e date returned (if errors were discovered),
- e date reply received,
- e final action date,
- e SENTRY entry date,
- e SENTRY Incident Report number, and
- e date forwarded to the CCM.

This information shall be available for review by the Discipline Hearing Administrator and the Community Corrections Administrator.

#### 5.7.4. **Procedures CCM to Follow After Imposition of Sanctions**

When the CCM receives the CDC packet from the DHO, he or she shall review the CDC packet further to ensure that it has been certified, sanctions imposed, signed and dated by the DHO as required. The DHO's sanction is final and subject only to the CCM's review to ensure conformity with the provisions of the community corrections discipline policy.

The CCM shall ensure the sentence is recomputed and/or initiate the transfer, if appropriate, and ensure that any other sanctions the DHO imposed are executed in accordance with directives.

The CCM shall notify facility staff in writing of decisions and provide a copy of the CDC report for the inmate within three working days, if possible, but no longer than five working days from date of receipt of the final disposition from the DHO. Part II of the Incident Report (investigation) may not be given to the inmate. Any exceptions to this notification procedure must be justified and documented. If the inmate's whereabouts are unknown, as in the case of an escapee, the report and all material shall be sent to the parent institution for inclusion in the Inmate Central File. If an inmate is in-transit, his or her copy is to be sent to the transfer destination with a note to deliver it to the inmate upon arrival. Whatever action is taken to provide an inmate with his or her copy of the CDC report, must also be documented on the CCM's copy.

The CCM shall forward a copy of the CDC report to the U.S. Parole Commission on all cases with a parole date.

The CCM shall maintain a copy of a complete CDC packet for 12 months or until the next program or operational review is conducted. In escape cases, a duplicate packet shall be maintained until it has been determined the inmate was returned to custody and the discipline process has been completed.

The CCM shall maintain a log to record pertinent information on each case processed. At a minimum, the log shall include:

- e the inmate name, e
- register number, e
- facility,
- e date of CDC hearing,
- e date received from DHO,
- e final action date,
- e SENTRY Incident Report number, and
- e the date a copy was sent to Inmate/CCC/USPC.

This information shall be available for review by the Discipline Hearing Administrator and the Community Corrections Administrator and shall be retained for at least two years.

Unless otherwise specified in the respective contract, state and local institutions and detention facilities may use their own discipline procedures as long as they comply with the due process requirements of **Wolff v. McDonnell**. These facilities may choose to use the procedures and forms for discipline in CCCs, providing the documents are modified to indicate the facility is other than a CCC. The CCM shall closely monitor these discipline systems to ensure continued compliance with **Wolff v. McDonnell** requirements.

5.7.5.       **SENTRY Transactions**

The CCM shall complete and place in the inmate's file any of the following forms that are applicable: Form BP-S389.058, Statutory Good Time Action Notice; Form BP-S390.058, Extra Good Time Recommendation; Form BP-S448.058, Good Conduct Time Action Notice. The CCM shall forfeit and/or disallow any Good Time in SENTRY as directed by the DHO.

5.7.6.       **Appeals**

An inmate in a community corrections facility or program may contest disciplinary action imposed by the CCC/CDC staff or the DHO by appealing through the Administrative Remedy Program. When the inmate is advised of the disciplinary action, he or she shall also be advised of appeal procedures.

If the appeal involves only minor sanctions imposed by CCC/CDC staff, a Request for Administrative Remedy (EMS Form 229 - not available on BOPDOCS, paper only), may be used to appeal the action to the CCM. Minor disciplinary sanctions are not entered into the SENTRY "Inmate Discipline Data System." However, when a CCC/CDC minor sanction is appealed to the CCM via a Request for Administrative Remedy, the CCM must ensure that the appropriate data is entered into the SENTRY Administrative Remedy Module.

If the appeal involves final sanctions imposed by the DHO on an incident report (major or minor), the following shall determine the method to file an appeal:

**e**           Request for Administrative Remedy form, filed with the respective Regional Director for inmates still assigned to a CCC.

**e**           Letter to the Regional Director for inmates who have been removed from a CCC and placed in local jails or contract detention facilities and do not have access to the appropriate appeal form.

If the inmate is to be transferred to a federal institution, the inmate shall wait to use the Administrative Remedy procedure upon arrival at the institution.

5.7.7.       **Training Plans/Agenda**

The DHA shall ensure inmate discipline training is provided for the contractor and CCM staff annually and any additional training as needed. The training agenda shall focus on major problem areas identified during DHO review of the CDC packets.

The CCM shall continue to provide initial guidance and supplementary training to new staff or contractors between the regional-wide training conferences. All discipline training provided to contractors shall be documented in the CCM contract file.

**5.8. SPECIAL DISCIPLINE PROCEDURES FOR VCCLEA VIOLENT/PLRA INMATES IN NON-FEDERAL FACILITIES**

The VCCLEA became effective on September 13, 1994, and applies to offenses that occurred on or after that date but prior to April 26, 1996. The PLRA became effective on April 26, 1996, and applies to offenses that occurred on or after that date.

All CCC inmates sentenced on or after September 13, 1994, are subject to good time sanctions as outlined in the Program Statement on **Inmate Discipline and Special Housing Units**. In particular, they are subject to mandatory disallowance sanctions for certain severity prohibited acts. VCCLEA non-violent inmates are also impacted by this policy.

**5.8.1. Identifying Sentences Imposed Pursuant to VCCLEA and PLRA**

Community corrections staff shall identify inmates sentenced under the provisions of VCCLEA and/or PLRA for direct placement in state and long-term boarder contract facilities. Identifying and loading appropriate SENTRY data is also necessary for these inmates. Institution staff will have made this identification and the SENTRY applications already on all long-term boarders transferred to contract facilities from Bureau institutions.

**5.8.2. Notification of VCCLEA and PLRA Requirements**

a. To Inmates. The CCM shall notify each VCCLEA violent and/or PLRA inmate serving a sentence of more than one year who is placed directly in a contract facility (initial designation, except Taft Correctional Institution or the Southwest Detention Facility) as a long-term boarder that, if he or she is found guilty of a prohibited act, disallowance and/or forfeiture of good conduct time shall be in accordance with Bureau policy. Inmates who transfer to contract facilities from Bureau institutions do not need to be notified. See the Notification to Inmates Sentenced Under the VCCLEA and/or PLRA (**Attachment 5-3a.**), as a sample inmate notification letter. The CCM shall also send a copy of the letter to the facility director or Warden.

b. To Contractors. The CCM shall notify the appropriate state or long-term boarder contract facility director or Warden

that if a VCCLEA violent or PLRA inmate is found guilty at a discipline committee hearing of a prohibited act, they must send the CCM a copy of the disciplinary proceeding. See the Notification to Contract Facility Director or Warden of VCCLEA and/or PLRA Mandated Reporting Requirements for Prohibited Acts (**Attachment 5-3b.**), as a sample of the facility notification letter. This letter also requires the contractor to execute **Attachment 5-3a.**

### 5.8.3. **Incident Reports**

The report on a VCCLEA violent or PLRA inmate who commits a prohibited act while housed in a state or long-term boarder contract facility, must be referred to the Discipline Hearing Administrator (DHA) or the designated Discipline Hearing Officer (DHO), or a CCM staff member who is DHO certified in offices with an unusually high number of incident reports.

a. Contract facilities with DHO discipline process. When an inmate, in a contract facility that already uses the DHO as the official taking final action, receives an incident report, the discipline committee shall recommend good time be disallowed as prescribed by VCCLEA and PLRA. The discipline committee shall forward copies of all relevant documents to the DHO with a brief statement of reasons for the referral and any recommendation for appropriate disposition in accordance with the exemplary compliance standards.

The DHO must disallow good conduct time credit available for a VCCLEA violent or PLRA inmate, and the sanction shall not be suspended. This is indicated in "Table 4-Sanctions" of the Program Statement on **Inmate Discipline and Special Housing Units**, also reference "Table 5-Sanctions for Repetition of Prohibited Acts within the Same Category."

b. Contract facilities with an independent discipline process. For inmates confined in state or other long-term boarder contract facilities with independent discipline procedures, the following procedures apply:

e The contract facility staff shall be asked to provide a complete discipline packet to the CCM for VCCLEA violent or PLRA inmates, who have been found guilty of committing a prohibited act.

e The CCM shall forward the packet to the DHA. The DHA/O shall evaluate the discipline packet to insure that basic due process has been met according to **Wolff v. McDonnell**. If the DHA/O finds that **Wolff v. McDonnell**

requirements have been met, he or she shall make the necessary SENTRY transaction for disallowance and/or forfeiture of good time and notify the CCM to make the necessary SENTRY transaction to the computation.

**e** The DHA/O shall return the packet to the CCM for distribution to the inmate and inclusion in the Inmate Central File.

## 5.9. TRANSFER OF INMATES

### 5.9.1. Authority and Approval

a. Authority to transfer federal inmates between non-federal facilities and from non-federal facilities to federal institutions is delegated to CCMs. General procedures are provided in the **Security Designation and Custody Classification Manual**. When transferring inmates, care must be taken to obtain CIM clearance when necessary, and to inform regional staff of cases that may evoke publicity or require unusual handling.

b. CCMs must obtain approval from the receiving facility (or other CCM if the receiving facility is in another service area) before ordering transfer of inmates to other non-federal facilities. Ordinarily, CCMs must approve transfers from one facility to another within the same agency or state correctional system prior to the transfer. CCMs may authorize transfers from non-federal to federal institutions, but must consult with the regional designator.

c. CCMs shall obtain CIM clearance before redesignation, after determining the inmate must be returned to the institution, and after consultation with the regional designator, if necessary.

### 5.9.2. Forms and SENTRY Procedures

a. The redesignation shall be completed as follows:

Register Number	:	12345-678
Name	:	Kilroy
Sex, Race, Age	:	
Custody	:	
ARS Status	:	
Resident	:	
Level	:	
Facility Designated :		LOM

b. Appropriate transfer codes must be used in accordance with current directives. A disciplinary transfer (Transfer Code 309) requires this sanction to be imposed formally by the DHO following a CDC hearing.

c. CCMs shall use the SENTRY redesignation transaction to authorize the transfer of CCC program failures to federal institutions. CCMs shall include appropriate comments (program failure, etc.) in the Remarks section of the redesignation screen and do not need to send BOPNet messages to explain the redesignation unless there is insufficient space in the Remarks section. Redesignations appear on the designated institution's daily log and will place inmates in the "pipeline" for population management purposes.

d. A Transfer Order (BP-S399.058) shall be provided to the USMS. When time constraints require expedience, CCMs may provide transfer orders to the USMS via teletype, facsimile, or SENTRY using EMS Form 417. A signed, printed copy serves as the original for the USMS, and copies may be routed to the ISM at the receiving institution, the regional designator, and the U.S. Parole Commission, if applicable. A SENTRY-generated In-Transit Information Form should also be provided to the USMS. The CCM provides a copy to the receiving facility.

e. CCMs shall ensure that file material, including original disciplinary reports and copies of communications to the U.S. Parole Commission, are forwarded immediately to redesignated institutions. They shall notify institutions of special circumstances that might affect an inmate's release date.

f. CCM staff shall remove inmates from EGT earning status (SENTRY Sentence Monitoring) when they are removed from CCCs and shall modify the sentence computation to reflect forfeited or withheld statutory good time.

#### 5.10. **PAROLE HEARING PROCEDURES**

CCMs must establish procedures for U.S. Parole Commission hearings on all eligible inmates. CCMs must develop parole files for inmates who are eligible for parole, prepare dockets, submit lists of eligible inmates to the U.S. Parole Commission, and help facilitate arrangements for hearings. If the non-federal institution does the docketing, the CCM must monitor the procedure thoroughly. One suggested method of monitoring would be to use the SENTRY's Parole Date sentence computation function

to establish a parole waiting list in SENTRY, similar to federal institutions.

The U.S. Parole Commission must be notified whenever a CCC inmate with an effective parole date is arrested before the release date.

The U.S. Parole Commission must receive a mini-file on these inmates by the 10th of the month preceding the month of the examiners arrival for the hearings. The files must include: parole application, sentence computation, PSI, and probation revocation report, if applicable. If available, the following should also be sent: FBI arrest record (rap sheet), classification study, Report on Committed Offender (AO 235), and Report on Convicted Offender by United States Attorney (USA-792).

#### 5.11. **VICTIM AND WITNESS PROTECTION ACT OF 1982**

The Program Statement on **Victim and Witness Notification** is the primary document for procedures in this area.

Transferring institutions are to advise the party to be notified when the CCC acceptance date is established, but, no later than two weeks prior to the transfer. If the transfer date moves up, the institution must renotify. CCMs must ensure the BP-S323.014, Victim and Witness Notice showing this has been done is received prior to the transfer. If the inmate is released prior to the date noted on the Victim and Witness Notice, or the date moves up, the CCM must renotify the victim or witness.

When an inmate's custody is extended beyond the scheduled release date; it is not necessary to renotify the victim or witness. CCMs shall notify the interested party if the inmate goes on furlough, dies, or is apprehended as an escapee. Attachments to the Program Statement can be used for making notifications. If the inmate escapes, the CCM shall make immediate notification by telephone. CCMs shall ensure the SENTRY Daily Log transaction is used to monitor Victim/Witness Program cases placed in CCCs under their responsibility.

CCMs have the same approval responsibilities as Bureau Wardens under the Victim/Witness Program for federal inmates confined in long-term contract boarding facilities (state institutions) and for short-term direct court commitments to other non-federal facilities.

## 5.12. **MEDICAL SERVICES**

### 5.12.1. **Entrance Medical Appraisal**

Inmates transferred from a federal to a non-federal facility must receive a medical evaluation and clearance at the federal institution prior to transfer. Refer to the **Health Services Manual**.

Inmates committed directly to non-federal facilities, including CCCs, must receive entrance medical appraisals as required by the Statement of Work. The Bureau pays for these physicals, including those of supervision cases, unless the contract specifies to the contrary. In most cases, the requirement is for a general physical exam (comparable to an insurance-type physical) that does not require hospitalization to complete.

Contractors must ensure that the results are documented and that copies are placed in inmates' files and sent to CCMs. The exams should be completed within five days of commitment. The requirement for entrance physicals also applies to inmates required to reside in a CCC as a condition of supervision unless one is included in the referral packet.

All other medical and dental expenses for persons under supervision of the USPO are the inmate's responsibility. See the **Statement of Work**.

### 5.12.2. **Routine Health Care**

Inmates in CCCs are expected to become financially self-sufficient and therefore, bear the cost of medical care.

Contractors must obtain CCM approval prior to authorizing non-emergency medical treatment for which the Bureau may be responsible. In emergencies, contractors shall obtain the treatment required to preserve the inmate's health and shall inform the CCM as soon as possible. CCMs shall determine whether the inmate has adequate resources to cover the cost of the treatment (medical insurance or adequate funds) or whether it should be borne by the Government.

CCMs shall inform the Office of Medical Designations and Transfers (OMDT), CCRA, and MCA immediately when an inmate is hospitalized or otherwise referred for in-patient emergency treatment or outpatient surgery for which the Government may be responsible. It is a good practice to send a courtesy notification by BOPNet or fax to the Regional Health Services Administrator (RHSA). All other medical expenses shall be

subject to the RHSA's approval. When an inmate is placed temporarily in a local hospital, SENTRY should reflect the ARS code "Local Hosp." The OMDT decides whether continued hospitalization or transfer to an institution is appropriate. CCM approval of payment for medical treatment is subject to the following conditions:

- a. CCMs may not authorize payment for an inmate who is receiving Medicaid benefits, has medical insurance, or the ability to pay. Inmates who insist the Government is responsible for medical care may be considered for transfer to an institution for appropriate treatment.
- b. Inmates who are veterans retain any eligibility they may have for treatment at a Veteran's hospital.
- c. CCMs may authorize admissions to hospitals for non-emergency medical treatment only upon the OMDT's approval.
- d. Generally, CCMs may authorize non-emergency medical care for inmates in jails and non-federal long-term facilities (including juveniles) when recommended by staff at these facilities and when such treatment appears necessary. If there is a cost, the RHSA must pre-approve it. Inmates in these facilities may not pay for their own medical care.
- e. CCMs may authorize non-emergency dental care (including dentures and dental reconstruction) and vision correction (eyeglasses) only upon the RHSA's approval.
- f. When the RHSA must approve medical services, the CCM must submit a completed EMS-213, Medical Treatment in Local Community form to the RHSA. When OMDT must pre-certify treatment, the CCM shall follow current health services procedures and direct any related questions to the OMDT via BOPNet or telephone.

#### 5.12.3. **Sensitive Medical Data (SMD)**

CCMs are authorized SENTRY access to SMD data only to retrieve information on cases under their responsibility. CCM offices shall not delete or add any data to the SMD system.

#### 5.12.4. **Mothers and Infants Together (MINT) Program**

A description of this program for pregnant federal inmates is found in the Program Statement on **CCC Utilization and Transfer Procedure**. This policy contains information on associated medical care costs and a "Sample Statement of Responsibility for

MINT Referral," documenting who will have financial responsibility for the baby.

5.13. **GENERAL CASE MANAGEMENT IN CONTRACT CCCs**

5.13.1. **Offender Subsistence Collection**

To promote financial responsibility and offset the cost of incarceration, the Bureau requires inmates to make subsistence payments to contractors. Contractors shall collect 25% of each employed inmate's weekly gross income not to exceed the daily inmate-day rate. Payments shall be rounded down to the nearest dollar amount. Offenders who have other means of financial support (VA Benefits, Worker's Compensation, retirement income, etc.) shall contribute an amount determined by the contractor and approved by the CCM, to approximate 25% of their weekly income.

Contractors must collect the full subsistence due. Partial weeks of residence are prorated. Contractors shall reduce the monthly billing to the Bureau by the amount collected in subsistence. An inmate who fails to pay subsistence may have privileges withheld or disciplinary action may be taken, including termination from the program. Unless otherwise indicated by the court, supervision cases shall pay subsistence. Additionally, any inmate who transfers to the home confinement component of the program is not required to pay subsistence.

If the court indicates that subsistence should not be collected, the CCM shall comply with the court's order. If the court has made it known that they do not consider it appropriate to collect subsistence on a direct commitment, the CCM should treat this like any other judicial recommendation, that is, look at the merits of the case and make every effort to make a sound decision. If the CCM determines not to follow the court's recommendation, a letter of explanation must be sent. Absent a court order, offenders are responsible for subsistence payments as outlined in this section.

Pretrial defendants in a CCC are not restricted from paying subsistence. The CCM should ensure that contractors work closely with the local pretrial services office to determine which, if any, pretrial defendant(s) should pay.

The subsistence program applies to all offenders assigned to community-based programs.

In **cases of extreme hardship**, CCMs may waive or modify subsistence payments on a case-by-case basis, with the MCA's concurrence. Ordinarily, obligations including fines, restitution, or court costs shall not be considered a factor when granting waivers. Extreme hardship is defined as a situation

when the offender has made every effort to establish a suitable release plan, but, due to circumstances beyond his or her control, has been unable to prior to release. Examples of such situations include homelessness, unemployment due to physical or mental health reasons, unexpected or emergency critical health care needs, or no community resources.

To be considered for a modification or waiver of subsistence, the offender must submit to the contractor a written justification along with a financial statement to include a listing of all debts and assets. The contractor shall forward the offender's request to the CCM with its recommendation. Subsistence shall be waived/modified for inmates who have been assessed a Cost of Incarceration Fee. Refer to the Program Statement on **Cost of Incarceration Fee**.

#### 5.13.2. **Social Security Payments to Offenders**

Both **42 U.S.C. § 402** and implementing language in **20 CFR 404.468** provide the following guidance on this issue:

Convicted felons are not entitled to receive Social Security benefits for any part of any month of which the individual is confined. For definitional purposes, confinement means as long as the individual is under a sentence of confinement and has not been released due to parole or pardon. It should be noted that benefit payments to any other person who is entitled on the basis of the prisoner's wages and self-employment income are payable as though the prisoner were receiving benefits.

The Social Security Administration has held that the regulation means offenders are not entitled to benefits if they are transferred from an institution to a CCC, home confinement, or any other program if their sentences are still running and they have not been released from custody.

**Exception:** Disability benefits may be allowed to individuals participating in a vocational rehabilitation program that the court and the Social Security Administration approves.

#### 5.13.3. **Employment**

One of the most important purposes of CCC placement is employment assistance. Contractors are to ensure that offenders begin working as soon as possible and must assist those who need help in finding employment. Most offenders are expected to be employed within 15 working days of arrival at a CCC.

CCMs must encourage contractors to develop programs that increase privileges for pre-release component offenders who are employed. It is generally appropriate for contractors to require offenders to be employed before allowing them to be absent from the CCC for social purposes. Contractors may take disciplinary sanctions against offenders who are able, but unwilling, to hold employment.

Bureau policy and the SOW require that employers be notified of an inmate's legal status (that they have been convicted of a federal offense). This policy applies to supervision (public law) cases also, but such cases are under the jurisdiction of the court or U.S. Parole Commission and probation officers may determine that an exception is appropriate. CCMs must ensure that contractors implement the policy in all other cases. Notifications should be made prior to employment of the offender if possible.

#### 5.13.4. **Authorized Absences**

Contractors may allow a pre-release component inmate to "sign out" from the CCC until evening curfew, and go on pass for weekends and holidays.

A furlough is required when the inmate will be gone for more than a weekend (including holidays) and/or the destination is more than 100 miles. Furloughs require USPO comment (both in the district the inmate will be visiting as well as where the CCC is located, if not the same), CCM approval, and CIM clearance if appropriate. If repeated furloughs to the same location are anticipated, a blanket USPO and CIM clearance may be sufficient, with approval of the USPO and CIM coordinator.

Supervision cases are not eligible for furloughs. The USPO shall approve absences other than "sign-out" or "pass".

#### 5.13.5. **Religious Activities**

In meeting offenders' religious needs in CCCs, staff must exercise flexibility. If possible, offenders should be allowed uninterrupted practice of religion, as was exercised prior to incarceration. Requests for religious activities should be handled on a case-by-case basis. The regional chaplaincy administrator should be contacted for guidance when there are unusual requests or concerns.

#### 5.13.6. **Driving**

Often it is appropriate to allow inmates to drive their own or another person's vehicle to travel to work or for other authorized purposes. Inmate requests for driving privileges are

subject to contractor and CCM approval, under the following conditions:

a. Public transportation is not available or its use would be impractical considering time, distance, or cost.

b. The inmate has provided proof of driver's license, vehicle licensing, registration, and valid insurance (if required by the state) to the CCM via the contractor. The contractor shall maintain copies of these documents (except for the driver's license, which many states prohibit copying). The contractor shall record the driver's license number and expiration date in the inmate's file.

c. If the vehicle to be used is the property of a person other than the inmate, the contractor must have verified proof (e.g., copy of documents) of valid insurance, vehicle licensing and registration for the car, and a signed authorization (either notarized or witnessed by CCC staff) permitting the inmate to drive the car.

d. The contractor shall maintain the license number and a description of the vehicle on file.

e. Permission to drive for supervision cases must be approved by the CCC Director and the USPO, and must be appropriately documented.

f. The contractor shall use the form "Authorization To Operate A Motor Vehicle" (**Attachment 5-4**) when an inmate is applying for this privilege or a locally produced one which contains, at a minimum, that information found on Attachment 5-3.

#### 5.13.7. **Marriage**

Contractors shall refer committed inmates' requests for marriage to CCMs, with their recommendations. The CCM shall process marriage requests in accordance with the Program Statement on **Marriages of Inmates**, which authorizes the CCM to approve requests to marry of federal inmates housed in non-federal facilities. Marriage requests of offenders under supervision shall be forwarded to the USPO.

#### 5.13.8. **Electronic Communication Equipment**

With the advancement of technology and the use of beepers and cellular phones in the workplace, there is a need to monitor the use of this equipment by CCC offenders. When CCC staff believes

that it is essential for an offender to use a beeper or cellular phone in their work, the following procedures shall be used:

a. Inmates shall make a written request to the CCC Director stating the specific need for the equipment. The CCC Director shall verify the need and forward the request for approval to the CCM. A copy of the request (approved or disapproved) shall be returned to the CCC Director, with a copy to the inmate's file.

b. For supervision cases, the CCC Director shall make the request to the USPO seeking approval/guidance. A copy shall be forwarded to the CCM for informational purposes. The USPO's response shall be placed in the offender's contractor file and reviewed during routine monitorings.

#### 5.13.9. **Use of Inmates in Investigations**

Any person or agency requesting to use an inmate in any investigation must be referred to the Office of Enforcement Operations (OEO), Department of Justice, Washington DC for approval, as these types of investigations are extremely sensitive. Information and procedures regarding requests from investigative agencies or U.S. Attorneys to use inmates under Bureau jurisdiction may be found in the **Special Investigative Supervisors Manual**, Chapter 17 - Investigative Requests. The CCM shall contact the MCA or CCRA regarding information contained in this Manual, or the Executive Assistant, Correctional Programs Division, Central Office.

#### 5.14. **RELEASE PROCEDURES**

CCMs shall ensure the timely release of inmates from contract CCCs and contract jails or boarding facilities. CCMs must verify release data, including credit for CCC good time. CCMs shall calculate release dates for direct court commitments and date changes for institution transfers if additional or forfeited good time occurs. CCMs shall mail a copy of appropriate sentence computation data to CCCs and boarding facilities of the inmate. CCMs shall establish a system to monitor release dates and ensure contract staff release inmates timely and accurately prepare release paperwork.

The following schedules outline the steps and time limits applicable to each type of release from confinement. Reference shall also be made to the **Inmate Systems Management Manual**. CCMs shall ensure that contract staff are aware of these schedules and that contractors understand the different requirements for release. It is Bureau practice to release inmates who are not supervision cases on the work day preceding a Saturday, Sunday,

or holiday if the release date falls on one of the days noted. This practice also applies to releases on parole unless the release date is the parole eligibility date.

5.14.1. **Release Schedule**

a. Parole. Six weeks prior to parole date, contract staff submit a proposed parole plan to the USPO for investigation and approval.

Four weeks prior to parole date, contract staff submit a request for a parole certificate to the appropriate U.S. Parole Commission office, with the USPO approval attached.

b. Mandatory Release. Four to six weeks prior to mandatory release date, contract staff submit a proposed release plan to the USPO (Mandatory Release Statement (**Attachment 5-4d**)).

c. Supervision Cases. Contract staff submit release plans to the USPO when they determine release is appropriate, based on program progress or adjustment.

5.14.2. **Release Forms and Report Distribution**

Parole certificates are mailed or faxed from the U.S. Parole Commission directly to the CCC. The community corrections Legal Instruments Examiner shall ensure that the contractor lists the number of days remaining to be served and that any special conditions are noted on the reverse side of the parole certificate prior to the inmate being released from the CCC. The contractor shall mail the signed parole certificate to the CCM for inclusion in the institutional file. See **Attachments 5-5a through 5-5f**.

a. Parole

(1) Conditions of release are read to the inmate and the inmate'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 certificates is signed individually, in pen, and is not carbonized. Release on Parole is not effective without the inmate's signature. Copies are distributed as follows:

- (a) Original to inmate.
- (b) Copy to USPO.
- (c) "Institution Copy" to CCM.
- (d) Copy to U.S. Parole Commission Office.

(2) Notice of Release and Arrival - Distribute copies as above, plus one copy to the U.S. Attorney's office in the District of Sentencing.

b. Mandatory Release. Distribute copies of the appropriate paperwork as noted in section "a" above.

c. Expiration.

(1) Notice of Release and Arrival - Distribute the original to the USPO, with a copy to the CCM and to the U.S. Attorney in the district of sentencing. The inmate is advised if probation or special parole supervision is to follow release.

**Note:** "New law" cases are released on the expiration of their term less any time credited for applicable Good Conduct Time (GCT). They are processed in accordance with established procedures for cases released by expiration.

(2) Special Parole Term Certificates (if applicable) - See distribution of Parole Certificates.

d. Supervision Cases. The contractor coordinates release through the USPO and informs the CCM.

e. Terminal Reports

(1) The contractor prepares and forwards a Terminal Report to the CCM. This is done after release from a CCC within the time frame specified in the applicable Statement of Work. See **Attachment 5-5f** as an example of a Terminal Report.

(2) Distribution: Original to CCM for forwarding to the institution file, copy to USPO, copy to U.S. Parole Commission Office (if applicable).

#### 5.14.3. **Fines/Assessments (Old Law Cases)**

A fine is a monetary penalty associated with an offense that is imposed as a part of a judgment. The two types of fines are committed and non-committed fines. See **Attachments 5-6 and 5-7**. A **committed fine** is paid or other arrangements are made for the handling of the fine prior to the inmate's release. A **non-committed fine** is one where the status of payment of the fine would not affect the release date. See the Program Statement on **Fines and Costs**.

5.14.4. **Fines/Assessments (New Law Cases)**

Pursuant to **Title 18 U.S.C. § 3624(e)**: "No prisoner shall be released on supervision unless such prisoner agrees to adhere to an installment schedule, not to exceed two years except in special circumstances, to pay for any fine imposed for the offense committed by such prisoner."

a. The court is required to impose an assessment on convicted defendants for each felony and misdemeanor. The assessment is imposed for each count (offense) in the Judgment in a Criminal Case. Agents of the court collect the assessments.

b. The CCM shall indicate on the SENTRY Sentence Computation Record the existence of assessments for direct court commitments. The information is recorded only if it is contained in the Judgment in a Criminal Case. Otherwise, it need not be recorded and the CCM need not solicit the information from the court.

c. The CCM ordinarily does not become involved with the collection of assessments and is not required to determine whether they have been paid. However, if the Judgment in a Criminal Case for a direct court commitment indicates that the assessment was not paid at sentencing, and that the court wants it collected prior to release and provides no special instructions, the unpaid assessment must be treated as a committed fine. If the court, either in the Judgment in a Criminal Case or by court order, requires that the fine be paid by some other method that involves the Bureau, the CCM should contact the Regional Inmate Systems Administrator for assistance.

5.14.5. **Release Expenses**

Inmates serving long sentences in non-federal facilities (primarily in state correctional facilities and juvenile facilities) may receive a release gratuity, transportation to the place of conviction or legal residence, and clothing. An inmate who has adequate personal funds or is released to another custody should not usually receive a gratuity. Because of the nature of the program, inmates released from contract residential centers shall not normally receive release gratuities. See the Program Statements on **Release Gratuities, Transportation, and Clothing** and the **Interagency Agreement between the U.S. Bureau of Prisons and the U.S. Marshals Service**.

a. The CCM shall determine the amount of the release gratuity and clothing based on staff recommendations using a \$100 limit as a base and seeking written approval from the CCRA

through the MCA should they determine a gratuity in excess of \$100 is warranted. The Program Statement on **Release Gratuities, Transportation, and Clothing** shall be referenced for guidance on allowable amounts.

b. The CCM shall request the USMS to provide funds for release gratuities, clothing, and transportation, if funds are not available under the provisions of the contract with the non-federal facility (a gratuity clause should be included in the contract whenever possible). The CCM must advise the USMS in writing of an impending release date five days in advance to allow time for this to be accomplished.

c. When the Bureau is "piggy-backing" a USMS contract, the USMS will pay these expenses and the Bureau shall reimburse the USMS. Otherwise, reimbursements are made directly to those providers under contract directly with the Bureau. The USMS office making the disbursement will forward the appropriate standard form to the CCM. The CCM shall put this information on a SF-1034 form (Public Voucher for Purchases and Services Other Than Personal), sign it, and forward the SF 1034 to the regional office for processing.

#### 5.15 **COST OF INCARCERATION FEE (COIF)**

CCMs are responsible for complying with the **Program Statement on Cost of Incarceration Fee (COIF)**, which applies to prisoners who are convicted in U.S. District Courts, committed to the custody of the Attorney General, and serving a term of incarceration that began on or after January 1, 1995. This includes aliens and those confined to contract jails.

Note that the Cost of Incarceration Fee, which is imposed by the Bureau, is distinct from the Cost of Incarceration Fine, which is imposed by the courts. The Program Statement delineates the differences between these obligations. At no time will both be imposed on one inmate.

When appropriate, the CCM shall compute the fee, establish a payment schedule in accordance with the **COIF** Program Statement, and notify all direct court commitments under their jurisdiction who owe a COIF using the appropriate **COIF** Program Statement Attachment. Inmates who are institution transfers shall continue the installment plans established by their unit teams. In the case of an inmate owing a COIF who transfers to a CCC, the CCM is notified of the COIF balance by regional correctional programs staff immediately after they receive notification from the institution. Institution notification must be forwarded no later than two weeks prior to transfer.

Inmates who fail to make COIF payments may be removed from the CCC. When an inmate releases from a CCC with an outstanding obligation, the CCM shall notify the regional comptroller, who will process the bill in accordance with the **Program Statement on Accounting for Cost of Incarceration Fee**.

Subsistence shall be waived for institution transfers whose COIF payments are greater than or equal to subsistence. When COIF is less than the calculated subsistence obligations, the difference may be collected as subsistence. Direct court commitments with a COIF are to have subsistence waived.

#### 5.16. **SEXUAL ABUSE/ASSAULT PREVENTION AND INTERVENTION**

CCMs shall ensure that contractors have procedures in place to prevent and address incidents of sexual abuse/assault. This includes informing inmates, training contract staff, and following correct reporting procedures. Specific requirements are found in the most recent **Community Corrections SOW**. The Program Statement on **Sexual Abuse/Assault Prevention and Intervention Programs** can also be referenced.

##### 5.16.1 **Informing Inmates**

Inmates transferring to a contract facility from a federal institution have already been educated on preventing and avoiding sexual abuse/assault. Contractors must provide this education to all other federal inmates and document it in their files. All inmates are to be advised during facility orientation who to contact regarding incidents of sexual abuse/assault. These requirements shall be reviewed during facility monitorings.

##### 5.16.2 **Training Contract Staff**

All contractors are responsible for ensuring their staff are trained in prevention, identification, and handling of sexual abuse/assault incidents. This training shall be documented by the contractor and reviewed during facility monitorings.

At a minimum, all inmates claiming to be the victim of a sexual assault shall receive services addressing medical, mental health, social, and protective needs.

##### 5.16.3 **Reporting Requirements**

Contractors shall report all incidents of sexual assaults to the CCM immediately. The CCM shall ensure that the contractor notifies local law enforcement authorities and, in the case of

staff assault on a resident, the Office of Internal Affairs shall be notified. The SF-583, Report of Incident form, is to be completed and routed for all reports of sexual assaults.

**5.17. USE OF VOLUNTEERS IN COMMUNITY-BASED PROGRAMS**

Contractors operating under a SOW later than 1992 are required to use volunteers to assist inmates directly in their transition to the community. All other contractors shall be encouraged to use volunteers.

Volunteers are defined as private citizens who are at least 18 years old and provide gratuitous services to the facility. Gratuitous services are those that are uncompensated and would otherwise not be performed by a paid employee. Volunteers reinforce mainstream societal values conveyed daily by staff through service in programs addressing areas such as marriage and family enrichment, substance abuse, education, literacy, spiritual growth, recreation, health education, fitness, and vocational training.

Volunteers who provide services under the direct supervision of paid contract staff do not need security background clearances. Those who provide services without supervision must complete the Application for Volunteer Service (BP-S580.053) and Release of Information (OMB 3206-0007) forms and have NCIC, NLETS, and fingerprint checks. The contractor must forward this information to the CCM for approval. Responses must be received from the NCIC, NLETS, and fingerprint checks before approval can be granted for unsupervised volunteers.

Further information and guidance regarding these procedures can be received from the regional volunteer administrator.



**TRACKING JUVENILE DESIGNATIONS**

Name: \_\_\_\_\_ Register  
Number: \_\_\_\_\_

City and State of Residence: \_\_\_\_\_

Designated Facility: \_\_\_\_\_

**NOTE:** Complete the following questions for all juveniles sentenced on or after July 1, 1998. This will be completed when the juvenile is first designated and every subsequent change of facility. A copy shall be sent by WAN or FAX to the Central Office Community Corrections Branch.

1) Is the juvenile a foreign national?

YES \_\_\_\_\_ NO \_\_\_\_\_

2) If the answer to question #1 is no, is the juvenile designated to a facility within 250 miles of the juvenile's residence?

YES \_\_\_\_\_ NO \_\_\_\_\_

3) If the answer to question #2 is no, please check one of the following options:

\_\_\_\_\_ a) There are no contract beds available within 250 miles of the juvenile's residence.

\_\_\_\_\_ b) There are beds available within 250 miles of the juvenile's residence, but the security level is inappropriate.

\_\_\_\_\_ c) There are beds available within 250 miles of the juvenile's residence, but programmatic needs require designation to another facility.

\_\_\_\_\_ d) There are beds available within 250 miles of the juvenile's residence, but the sentencing court recommended another program.

\_\_\_\_\_ e) There are beds available within 250 miles of the juvenile's residence, but other considerations require designation to another facility. Please summarize:

\_\_\_\_\_  
\_\_\_\_\_.

CCM: \_\_\_\_\_ DATE: \_\_\_\_\_.

**Sample Teletype and EMS Formats**

- a. Sample teletype notice to USM of escape
- b. EMS Form 907 - Community Corrections Escape Report
- c. Sample teletype or memo to USM requesting inmate transfer to closer custody.
- d. EMS Form 908 - Community Corrections Apprehension Report

**Sample Teletype Notice to USM of Escape**

TO: United States Marshal, (insert District, City, State)  
FROM: Community Corrections Manager  
CC: United States Marshals Service, Washington, D. C.  
ATTN: Enforcement Operations Division  
RE: Escaped Federal Prisoner.  
This is your authority to apprehend the below named  
Federal prisoner.

Name:	Reg. No.:
Institution/Contract Location:	FBI No.:
Date of Escape:	Time (am or pm):
Sentence Date:	Sentence:
Offense:	Release Date:
Circumstances:	



S))0))))))))))))))))))))))))0))))))  
))Q

Security Level \*Custody \*Public Safe

Factors:

\* \* Yes  
No

S))2))))))))))))))))))))2))))))  
))Q GIMS

Category:

Other (Specify) N/A Separation Disr. Group State

S))0))))))))))))))))))))))  
))Q

Institution Transferred From \*Direct CRT Commitment:

\*  
\*

Yes No

S))))))))))))))))))))))))0))))))))))))))))))))2))))))))))))0))))))  
))))))))))))))))))))))))))))))))))))Q

Arrival Date \*Projected Release Date \*Method of

Release

\* \*

S))))))))))))))))))))2))))))))0))))))))))))))))2))))))  
))))))))))))))))))))))))))))))))Q

Escape or Technical Escape Occurred \* Address of Facility

From (Loc. Code): \*

\*

\* S))))))))))))))))))))2))))))))))))))))))))))  
))))))))))))))))))))))))))))))))Q

Type of Facility:

Short-Term Adult CCC Juv. Long-Term Adult

S))  
))Q Program

Participation:

(Specify)	Home Conf.	ICC	3621 (e)
-----------	------------	-----	----------

S))  
))Q

Circumstances (use additional pages as needed) - Include background information offender, offense, and special management concerns not detailed in PPG0, along w details of the escape.

S))  
))Q

Routing: REGION GEO; REGION CORRECTIONAL SERVICES; CCRA; MCA; BOP CC ESCAPE; PA SENDING  
INSTITUTION ISM; SENDING  
INSTITUTION GEO; BOP COMMUNITY CORRECTIONS; BOP CORRECTIONAL SERVICES.

S))  
))Q

Record Copy: Inmate Central File (This form may be replicated via WP)

**Sample Teletype or Memo to U.S. Marshal Requesting Inmate  
Transfer to Closer Custody**

TO: United States Marshal (District)

FROM: Community Corrections Manager

RE: Inmate Name and Register Number

This will serve as your authority to assume custody of the above BOP inmate, pending disciplinary action and/or determination of future removal.

Present Location:

Designated local detention facility:

The BOP assumes fiscal responsibility for this inmate as long as he/she is located at the designated local detention facility or another facility approved by the CCM.

Comments:

EMS-908.073 COMMUNITY CORRECTIONS APPREHENSION REPORT CDFRM SENTRY EMS FEB 97

**U.S. DEPARTMENT OF JUSTICE** **FEDERAL BUREAU OF PRISONS**

Community Corrections Office T Region

\* S)))))))))) Q To:  
(Regional Director) \*Date Submitted

\* S)))))))))) Q From:  
(Name and Title)

S)))))))))) Q  
Name of Inmate \* Register Number \*Date of Birth  
\*

S)))))))))) Q Type of  
Escape:

From Custody Technical Escape (Arrest)

S)))))))))) Q  
Date of Apprehension or Return to BOP Custody \*Time of Apprehension

\* S)))))))))) Q  
Apprehended by:

S)))))))))) Q  
Present Location

S)))))))))) Q  
Escape or Technical Escape occurred from (Loc. Code):

Facility Name and Address:

Type of Facility: CCC Long-Term Adult  
Home Confinement Short-Term Adult  
Juvenile Other (Specify)

Date of Escape:

CCM Office SENTRY Code that originally reported Escape:  
S)))))))))) Q U.S.M.

Notified: (If applicable)  
Yes No;  
If Yes, Date of Notification: Time:

S)))))))))) Q  
Circumstances (Use additional pages as needed):

S)))))))))) Q  
Routing: Region CEO; Region Corr. Serv.; Regional CCRA; MCA; PAR CEO; BOP Comm. Corr.; BOP Corr.Svc.; Sending (Parent)  
Institution CEO and ISM; CCM's Office reporting original Escape.  
Copy-Central File (This form may be replicated via WP)

**AUTHORIZATION TO OPERATE A MOTOR VEHICLE**

Name: \_\_\_\_\_ Reg. No. \_\_\_\_\_

Facility: \_\_\_\_\_

Driver's License: # \_\_\_\_\_ State \_\_\_\_\_ Exp Date: \_\_\_\_\_

License Address \_\_\_\_\_

Vehicle: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Color \_\_\_\_\_ License Plate # \_\_\_\_\_

Registration # \_\_\_\_\_ Exp. Date. \_\_\_\_\_

Registered Owner: Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

Insurance Co. Name \_\_\_\_\_ Policy Exp. Date \_\_\_\_\_

Facility Staff Review:

\_\_\_\_ Copies of required documents on file (ie. insurance and owner approval)

\_\_\_\_ Car checked for absence of beeper/cellular phone

\_\_\_\_ Resident understands rules and the right of CCC staff and BOP personnel to search the vehicle at any time

\_\_\_\_ Public transportation not practical

\_\_\_\_ Resident Signature

\_\_\_\_ Case Manager or Other

CCC Director approval \_\_\_\_\_

\*\*\*\*\*

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_ Community Corrections Manager

\_\_\_\_ Date

**RELEASE FORMS**

- a. Certificate of Parole
- b. Parole Form I-33<sup>1</sup>
- c. Drug/Alcohol Program Consent Form
- d. Mandatory Release Statement; Parole Form I-10
- e. Notice of Release and Arrival; Parole Form I-13
- f. Program Terminal Report

<sup>1</sup> Parole Form I-33 is a multi-purpose release certificate that includes release provisions for:

- (1) Court Designate Parole
- (2) Mandatory Release
- (3) Special Parole
- (4) Mandatory Release to Special Parole

**\* Note: Forms in Attachment 5-5 are not available electronically or on BOPDOCS**

**COMMITTED FINE TRANSFERS TO NON-FEDERAL FACILITIES**

Community Corrections Managers (CCMs) have responsibility for inmates transferred to contract community-based facilities and to state institutions as boarders. Regional Inmate Systems Administrators (RISAs) have responsibility for inmates transferred to state institutions for service of Federal sentences concurrently with state sentences.

If an inmate has six months or more remaining to the release date on the day the transfer takes place, the instructions in Appendix 2, Committed Fine Direct Commitments or Designations to Non-Federal Facilities, in the Program Statement on **Fines and Costs** shall apply. (Also see Attachment 5-7 of this Community Corrections Manual). If less than six months remain, the transferring institution shall complete the following steps prior to the transfer:

- a. Assist the inmate in completing the Financial Statement of Debtor.
- b. Assist the inmate in completing the Application for a Determination of Ability to Pay Committed Fine and/or Costs portion of the BP-401 (58)/BP-RECORD-101.
- c. The BP-395(58)/BP-RECORD-90 shall be completed and forwarded to the appropriate U.S. Attorneys along with the other forms mentioned above prior to the inmate's departure.
- d. If the institution has any problems complying with these instructions, the ISM must explain the problems in a memorandum to the CCM or RISA so they will be aware of the status of the fine processing after the inmate has been transferred.

Before the inmate submits the BP-401(58)/BP-RECORD-101 to the U.S. Magistrate, the CCM or RISA must review the inmate's financial status based on the same information a warden would use. Based on the review, the CCM or RISA should form an opinion as to the inmate's indigency status and furnish that opinion and the reasons to the U.S. Magistrate in a memorandum. Accompanying the memorandum shall be the BP-401(58)/BP-RECORD-101, the Financial Statement of Debtor, the Sentence Data Record, the pre or post sentence report, and copies of any other documentation or information used in arriving at the opinion. The package must be sent to the U.S. Magistrate no later than 21 calendar days prior to the release date.

The CCM and RISA should make every effort possible to acquire information about the inmate's financial status from the U.S. Attorney of the sentencing district.

If the U.S. Magistrate makes a finding of indigency, and allows the inmate to take the Oath of Indigent Prisoner, the inmate shall be released on the date specified by the U.S. Magistrate.

The CCM or RISA is responsible for assuring the inmate makes all appearances before the U.S. Magistrate that he/she may require.

If the U.S. Magistrate makes a finding of non-indigency, the CCM or RISA shall follow the procedures as set forth in Section 9 of the governing Program Statement on **Fines and Costs**.

**COMMITTED FINE DIRECT COURT COMMITMENTS OR  
DESIGNATIONS OF NON-FEDERAL FACILITIES**

Community Corrections Managers (CCMs) have responsibility for inmates committed directly from court to contract community-based facilities and to state institutions as boarders. Regional Inmate Systems Administrators (RISAs) have responsibility for inmates placed in state institutions for service of Federal sentences concurrently with state sentences.

Since this group of inmates is not committed to Federal institutions prior to commitment to non-Federal facilities, the CCM or RISA must initiate and follow through on all the procedures for processing the committed fine. Therefore, the instructions in Section 5 of the Program Statement on **Fines and Costs** must be carefully followed.

Before the inmate submits the BP-401(58)/BP-RECORD-101 to the U.S. Magistrate, the CCM or RISA must review the inmate's financial status based on the same information a warden would use. Based on the review, the CCM or RISA should form an opinion as to the inmate's indigency status and furnish that opinion and the reasons to the U.S. Magistrate in a memorandum. Accompanying the memorandum shall be the BP-RECORD-101, the Financial Statement of Debtor, the Sentence Data Record, the pre or post sentence report, and copies of any other documentation or information used in arriving at the opinion. The package must be sent to the U.S. Magistrate no later than twenty-one calendar days prior to the release date.

The CCM and RISA should make every effort possible to acquire information about the inmate's financial status from the U.S. Attorney of the sentencing district. If the U.S. Magistrate makes a finding of indigency, and allows the inmate to take the Oath of Indigent Prisoner, the inmate shall be released on the date specified by the U.S. Magistrate.

The CCM or RISA is responsible for assuring the inmate makes all appearances before the U.S. Magistrate that he/she may require.

If the U.S. Magistrate makes a finding of non-indigency, the CCM or RISA shall follow the procedures as set forth in Section 9 of the governing Program Statement on **Fines and Costs**.

## **CHAPTER 6. INMATE AND INFORMATION SYSTEMS MANAGEMENT**

Community corrections staff are responsible for administering inmate systems and information systems procedures that are relevant to inmates in non-federal contract facilities.

Many of the procedures which apply to community corrections operations are found in the **Inmate Systems Management Manual** and **Sentence Computation Manuals** (Old Law and CCCA of 1984] as well as the Technical Reference Manuals on **SENTRY General Use**, **SENTRY Education**, and **SENTRY Sentence Monitoring**. Staff shall use these manuals and the **Community Corrections Technical Reference Manual (TRM)** for general instruction.

Certain procedures may require modification for community corrections application, and others may not be relevant at all. Central Office Inmate Systems and Community Corrections Administrators and Information Systems staff shall make interpretations or modifications in procedures when necessary.

CCMs must establish and maintain official records for federal offenders in contract facilities. Such records, including SENTRY information, are considered confidential and are protected within the scope of the Privacy Act and Freedom of Information Act. See the Program Statement on **Release of Information**.

### **6.1. FILE MAINTENANCE AND DISPOSAL**

It is Bureau policy to maintain records for all offenders committed to the custody of the Attorney General and the Bureau. CCMs shall use files to record all aspects of an offender's confinement in the contract location for service of sentence or as a condition of supervision. The **Inmate Systems Management Manual** contains instructions for Judgement and Commitment file creation, maintenance and disposal. The Program Statement on **Central File, Privacy Folder, and Parole Mini-Files** contains instructions for file creation, maintenance, and security.

#### **6.1.1. Direct Court Commitments**

Direct court commitments are cases when a U.S. District Court Judge or Magistrate Judge has imposed a short sentence of confinement with the recommendation that it be served in a contract CCC or a jail-type location. Condition of supervision cases and supervision violators are included in this definition. CCC staff must receive approval from the regional director when considering these cases for CCC placement. The required legal document for detainees is the certified Judgment and Commitment

Order (J&C). The CCM must ensure that contract staff execute the return of service on the J&C for each voluntary surrender case. The U.S. Marshals will normally execute the return of service for offenders in jail-type locations; however, CCMs must ensure the requirement has been completed. **(Title 18 U.S.C. §§ 4084 and 3621(c))**. See the **Inmate Systems Management Manual**.

After the J&C, return of service is executed, certified copies of the J&C are mailed to the U.S. Marshal in the sentencing district and the Community Corrections Office. The contractor must have an executed copy on file.

In accordance with the Program Statement, **FBI Forms, Submission to the FBI**, the CCM shall ensure that a full set of fingerprints is taken and submitted to the FBI for all commitments for service of sentence. The CCM shall determine whether a facility shall send the cards directly to the FBI or send them through the CCM. A print card shall also be forwarded to the CCM for placement in the J&C file. This shall be completed within the first five working days after arrival.

A standard six-position or two-position file shall be used. If a two-position file is used, the first three sections are placed on the left and the second three on the right side of the file. The **Inmate Systems Management Manual** requires that a J&C file be established for each sentenced inmate. The J&C file contains the documentation for the legal authority for the detention and custody of prisoners. The file created and maintained by community corrections for direct court commitments serves as a J&C file and the central file and must contain all documents and forms as set forth in the Inmate Systems Management Manual. Files shall normally consist of:

a. Source - U.S. Marshal:

- e Request for Designation (Teletype or Memorandum).
- e Executed and certified copy of Judgment and Commitment Order.
- e USM-129 Detention Record.
- e Voluntary Surrender Order.
- e BP-S385 "Authorized Unescorted Commitment and Transfer" Identification Card, including a picture and a thumbprint.

b. Source - U.S. Probation:

- e Pre-Sentence Report.
- e Other Reports and Correspondence.

c. Source - Contractor:

- e Documentation of Acceptance.
- e Record of Medical Examination (if a CCC is designated).
- e Terminal Report.

d. Source - Community Corrections Manager:

- e Designation Teletype or Memorandum or SENTRY printout.
- e Sentence Monitoring Computation and Good Time Record (SENTRY).
- e Sentence Monitoring Update Computation Satisfaction Release Certification (SENTRY). e Inmate Discipline Record.
- e A sentence audit conducted in accordance with the requirements of the **Inmate Systems Management Manual**.

After an offender's release, files are maintained in the CCM office until shipped to a Federal Records Center. **Shipments should occur at least annually**, or more frequently if volume warrants. The schedule for returning and shipping files is set forth in the **Inmate Systems Management Manual**.

The CCM should contact regional inmate systems specialists or administrators for assistance when required. A well-organized method for record retention and disposal is **critical** to facilitate retrieval if re-incarceration occurs.

6.1.2. **Condition of Supervision Placements** (Public Law/Old Law Cases)

Pursuant to the Provisions of **18 U.S.C. §§ 3651 and 4209**, Offenders Under Probation, Parole, or Mandatory Release Supervision may be referred for CCC placement (commonly referred to as public law cases).

The legal document required for probationers is an order issued by the U.S. District Court Judge mandating residence in a CCC as a condition of probation. This may be set forth on the original J&C, or may be a modification order during the period of probation. A copy of the J&C shall suffice. However, if there is any doubt regarding the accuracy or authenticity of the court order, the order shall be verified with the appropriate authority.

The legal document for Parole and Mandatory Release supervision cases is the U.S. Parole Commission Notice of Action (NOA)

mandating residence in a CCC. A parolee may be placed in a CCC without the NOA on an emergency basis for up to four days, provided they consent in writing to such placement (**Parole Commission Manual**). A NOA shall be required for placement in excess of four days. The CCM shall document the efforts to obtain a NOA if it has not been received within four days.

The CCM must ensure the designated contractor has a copy of the legal document stipulating CCC residence prior to placement.

A two-position file folder should be used and shall normally consist of:

a. Source - U.S. Probation, District of Supervision:

e Copy of the Judgment and Probation/Commitment Order or Modification Order.

e Pre-Sentence Investigation Report.

e U.S. Probation Program Plan.

b. Source - U.S. Parole Commission:

e U.S. Parole Commission Notice of Action Mandating CCC Residence.

c. Source - Contractor:

e Record of Medical Examination (if a CCC is designated).

e Documentation of Acceptance and Terminal Report.

d. Source - CCM

eSENTRY Sentence Computation.

After release, the CCC generated file shall be combined with the CCM two-part file. Files for probation and for conditions of parole/mandatory release shall be mailed to the supervising USPO unless the Chief USPO indicates in writing that the file is not required.

#### 6.1.3. **Community Confinement (Sentencing Reform Act)**

Pursuant to the provisions of **18 U.S.C. §§ 3563(b)** and **3624(e)**, Offenders, as Further Conditions of a Sentence of Probation or Supervised Release, may be referred for placement in a CCC.

The CCM must ensure the designated contractor has a copy of the legal document stipulating confinement in the facility. The

legal document required for probationers is an order issued by the U.S. District Court Judge mandating residence in a CCC. This may be set forth on the original J&C, or may be a modification order during the period of probation supervision. A copy of the J&C shall suffice. However, if there is any doubt regarding the accuracy or authenticity of the court order, a phone call to the appropriate authority is to be made.

A two-position file folder should be used and shall normally consist of:

a. Source - U.S. Probation, District of Supervision:

- e Copy of the Judgment and Probation/Commitment Order.
- e Pre-Sentence Report.
- e U.S. Probation Progress Plan.

b. Source - Designated Contractor:

- e Record of Medical Examination (if a CCC is designated).
- e Documentation of Acceptance and Terminal Report.

c. Source - CCM:

- e SENTRY Sentence Computation.

After release, the CCC-generated file shall be combined with the CCM two-part file. Files for Community Confinement cases are mailed to the referring USPO unless the Chief USPO has informed the CCM in writing that the file is not required.

#### 6.1.4. **Intermittent Confinement (Sentencing Reform Act)**

Pursuant to the provisions of **18 U.S.C. § 3563(b)**, Offenders, as Further Conditions of a Sentence of Probation, may be sentenced to "Intermittent Confinement." Such commitment requires the offender, during the first year of probation, to remain in Bureau custody during nights, weekends, or other intervals, no more than the lesser of one year or the authorized term of imprisonment for the offense. Normally, confinement will be in a detention/jail-type facility.

The CCM must ensure the designated contractor has a copy of the legal document stipulating "Intermittent Confinement" and specifying when confinement shall occur. The contractor shall execute these J&Cs in the same way as for any other Bureau commitment.

A two-position file folder should be used and shall normally

consist of:

a. Source - U.S. Marshal, District of Supervision:

- e Certified copy of the Judgment and Probation/Commitment Order.
- e Designation Request.
- e Pre-Sentence Report (when available).
- e U.S. Probation Program Plan.

b. Source - Contractor:

- e Record of Medical Examination (if a CCC is designated).
- e Documentation of Acceptance and Terminal Report.

c. Source - U.S. Marshal:

e Request for designation. d. Source

- CCM:

e SENTRY Sentence Computation.

After release, the CCC-generated file shall be combined with the CCM two-part file. Files for intermittent confinement cases are archived in the same manner as direct court commitments.

#### 6.1.5. **Institution Transfers**

The CCC referral and transfer process is in the Program Statement on **CCC Utilization and Transfer Procedures**.

A two or six-position file folder is used and shall normally consist of:

a. Source - Institution of Confinement:

- e Institution Referral Packet.
- e Copy of Release Documents.
- e Unescorted furlough with travel schedule (should be received in advance).
- e Transfer Order (executed by Contractor).
- e BP-S385 "Authorized Unescorted Commitments and Transfers" Identification Card (one copy received by the CCC prior to the inmate's transfer to the CCC and returned to the CCM executed with the inmate's thumbprint).

b. Source - Contractor:

- e Documentation of Acceptance.
- e Original Correspondence Generated during Confinement.
- e Terminal Report.

c. Source - Community Corrections Manager:

- e Original Documents and Correspondence Generated during Confinement.
- e Sentence Monitoring Update Computation Satisfaction Release Certification (SENTRY).

After release processing is complete, community corrections staff shall purge the file of all materials that are already in the inmate central file. **Within 21 working days** following an inmate's release, the CCM shall mail the file, with completed release paperwork, to the referring institution's ISM.

## 6.2. INMATE FILE ACCOUNTABILITY AND SECURITY

Community corrections offices are located in the community rather than in an institution where there is substantially less risk of file security compromise. Therefore, the file security procedures set forth in the Program Statement on **Central File, Privacy Folders and Parole Commission Mini-Files** do not apply. Inmate file security, however, must remain a high priority due to the sensitive nature of the content - PSR's, CIM information, etc.

The following security procedures are required:

6.2.1. Active files must be maintained in locked, fireproof cabinets.

6.2.2. The CCM shall ensure that a file is maintained for all offenders under his or her control. This file shall be the only vehicle for storing material during the offender's confinement in the contract facility.

6.2.3. Files shall never be left unattended or handled in such a way as to be accessible to unauthorized persons.

6.2.4. Files or file material are not to be removed from CCM offices unless authorized by the CCM. "Out-guides" are to be used whenever a file is removed from the office.

6.2.5. Requests by any agency outside the Bureau for any inmate file, active or inactive, are to be referred to the appropriate Regional Counsel for a decision. The MCA and CCRA may implement additional inmate file security and accountability measures as warranted by the office location and structure.

### 6.3. **SENTRY APPLICATIONS**

SENTRY is an invaluable management tool at all levels. It provides statistical population data for budgetary decisions at the regional and national levels and aids in contractor bill verification locally. SENTRY information may also be used to identify the particular phase of a program in which an inmate is participating. It cannot be emphasized enough to keep the data updated as this information is only valuable if it is current and accurate.

Assignments designed for community corrections are described in the **Community Corrections TRM**. Other important functions are found in the **SENTRY General Use TRM**. A few standard applications are discussed below:

#### 6.3.1. **Location Code**

There shall be a separate IIS Location Identifier Code (LOC CODE) for each contract location. All offenders admitted to contract locations shall receive a location assignment (LOC) (e.g., 4XW). This includes INS parolees. When an inmate who has been temporarily released from a facility is readmitted, SENTRY will readmit them to the previous location assignment. These codes are created through the ADP contract information procedures. **See Chapter 4 and Attachment 4-17** for additional information.

#### 6.3.2. **Inmate Movement**

Admissions, releases, and status changes (e.g., transfer to home confinement) must be updated the day the activity occurs, or the next work day if occurring after normal business hours.

#### 6.3.3. **Admission and Release Codes**

Admission and release codes are standard and listed in the **SENTRY General Use TRM**, Part 2, Code Tables, as ARS category codes. Codes specific to community corrections may be found in the **Community Corrections TRM**. Admission and release codes should coincide with the type of activity and correspond with appropriate COM assignments.

All INS parolees admitted to contract locations shall have the

ARS assignment A-INS. All INS commitments have the community corrections (COM) assignment of "**CUBAN**" indicating a Mariel Cuban offender whose INS parolee status requires placement in a CCC. The SENTRY release code "INS REMOVE" is always used for INS parolees released from contract facilities.

CCMs must ensure support staff understand what codes to use and how to interpret them correctly.

#### 6.3.4. **Escape Codes**

The SENTRY release code ESCAPE is used for an escape from custody.

The codes ESC TECH N and ESC TECH O are used for technical escapes, where the N stands for new criminal behavior and the O for old criminal behavior. For example, if an inmate attempts to obtain a driver's license (a legal activity) and the name check reveals an old warrant for which he or she is arrested and jailed, this is ESC TECH O. On the other hand, if the inmate is stopped for speeding and an old warrant is located so he or she is jailed, this is ESC TECH N, since speeding is a new illegal activity.

#### 6.3.5. **Home Confinement Transfer**

When an inmate is placed on home confinement, the ARS status is changed. However, transfer orders are required only when the inmate moves to a different location ("LOC"). Examples of when it is required include transfer from a contractor that does not provide the service to one that does or to U.S. Probation's home confinement program. Then, the inmate is to be transferred from the current "LOC" and admitted to the new "LOC" - this changes the "ARS Date." The inmate's WLS assignments should be checked before the transfer transaction, as these will have to be reentered using the SENTRY "Update Inmate Assignment" transaction.

#### 6.3.6. **COM Category**

Community corrections field staff shall ensure that the SENTRY COM category is complete and accurate. Assignments related to type of commitment, aftercare needs of the offender, CCC denial category, ICC, CSC, Juvenile, and MINT are described in the **Community Corrections TRM**.

### 6.3.7 **Community Transitional Drug Abuse Treatment (TDAT)**

The CCRA shall determine which staff (CCM or TDAT Coordinator) are responsible for loading the SENTRY assignments for inmates in TDAT. Refer to the Program Statement on **Community Transitional Drug Abuse Treatment** and the **Community Corrections TRM** for further direction on these assignments.

### 6.3.8. **SENTRY Monitoring Data**

The SENTRY "General Census/Roster Display" transaction may be used in a variety of ways to monitor offenders, case management activity data accuracy, and administrative status. Also, the Contract Location Profile System (CLP) provides data for monitoring contract activities and staff must update it each time some action - inspection, suspension, new contract, etc. - is taken on a contract. CCMs, MCAs, and CCRAs must be familiar with the details of these and other SENTRY transactions to provide proper management oversight of these activities.

The **Community Corrections TRM** provides samples of SENTRY transactions as examples of monitoring techniques used to ensure the accuracy of SENTRY data during monthly SENTRY monitorings conducted by CCRAs. Accurate data is important in the development of new community corrections initiatives, long range planning, and in the identification of internal weaknesses.

## 6.4. **SENTRY SENTENCE MONITORING APPLICATIONS**

Sentence computation is the mathematical method of determining release dates, parole eligibility dates, etc., for offenders serving sentences. SENTRY sentence modules have been automated to the extent that, except for complex computations, the Legal Instruments Examiner need only key accurate data to obtain correct results. CCM's must ensure an accurate computation data record is in SENTRY and on file for all offenders under their responsibility. Reference the **SENTRY Sentence Monitoring TRM**.

### 6.4.1. **SENTRY Sentence Computation Procedure for Direct Court Commitments, Condition of Supervision Cases, and Supervision Violators.**

a. Prior to calculation of any sentence, computation data and documents must be assembled and reviewed. The necessary information and documentation includes but is not limited to the J&C Order, USM-129 Detention Record, and the PSI. If the inmate was in a federal pretrial facility, the SENTRY ARS history should also be reviewed. For violators, prior sentence computations must be reviewed to identify any over-served time which is

creditable toward the new term.

b. After review of computation data, the sentence should be computed using the sentence monitoring computation transactions. The regional inmate systems specialist or administrator should be consulted for assistance on complex computations (i.e., long-term boarders and juveniles).

c. An audit for accuracy is conducted after the computation is completed. The original paper copy, a SENTRY printout, shall be placed in the inmate's file, and copies shall be sent to the contractor, inmate, and U.S. Parole Commission, if applicable. The official computation in the file must be signed and dated by the individual completing it and the staff member performing the audit. See the **Inmate Systems Management Manual**. Documentation of distribution of copies is to be maintained in the file.

d. The sentence computation must be completed within the time frames specified in the **Inmate Systems Management Manual**. The amount of jail credit must be reviewed immediately upon placement to ensure that a late release does not occur.

#### 6.4.2. **Sentence Computation Data Review for Institution Transfers**

a. The institution Inmate Systems Manager shall perform a full audit of the sentence computation comparable to a release audit prior to an inmate's transfer to a CCC. However, the SENTRY sentence computation record for all institution transfers shall be reviewed upon arrival to ensure that:

- e the computation is complete;
- e CCC good time (if applicable) earning status is correct;
- e no committed fines or costs have been overlooked;
- and
- e there are no outstanding disciplinary actions.

The file must be documented to show that these items were checked.

b. A transfer audit as described in the **Inmate Systems Management Manual** is to be completed for long-term boarders transferring from federal institutions or to another CCM office's responsibility.

6.4.3.       **Sentence Computation Data for Supervision Cases**

The sentence monitoring module shall be used to calculate and provide a paper copy computation data record for supervision cases. This will provide release data and allow automatic retrieval of release data rosters from SENTRY along with data for inmates serving sentences. This process is now mandatory for all supervision cases. Release dates are to be tracked using the sentence monitoring module or the SENTRY "Population Monitoring Census/Roster Generalized Retrieval" transaction.

6.4.4.       **Sentence Computation for Probation or Supervised Release Violators**

The original file should be requested from the releasing institution and combined with the violator file for all supervised release violators committed directly to a CCC or local jail. The original sentence computation for supervised release violators must be reviewed for over-served time. Sentences are computed in accordance with the **Sentence Computation Manuals (Old Law and CCCA 1984)**.

6.4.5.       **Good Time Actions - Disciplinary Process**

a.           The "Sentence Monitoring Status/Update Statutory Good Time" transaction should be used to determine how much SGT is available for forfeiture based on the severity and frequency of the Prohibited Act.

b.           After the amount that can be forfeited is determined, the same transaction, the Sentence Monitoring Status/Update Statutory Good Time, shall be used to forfeit the SGT and automatically calculate the sentence. The appropriate contractor shall be advised of the new projected release date.

c.           The CCM must document SGT forfeiture on the Statutory Good Time Action Notice form (BP-S389), place it in the inmate's file, and record it appropriately in SENTRY. (The CCM signs as IDC chair.)

d.           When the DHO sanction is received, the disallowance is to be keyed into SENTRY immediately and the sentence recalculated for a new release date. The disallowance/forfeiture of Good Conduct Time shall be documented on the Good Conduct Time Action Notice (BP-S448), and placed in the inmate's file. The SENTRY "Inmate Discipline Data Record" shall be used to document any institution actions.

e. If the offender is still in a contract location, release documents must be updated to reflect the revised release date and the inmate and contractor must be notified.

f. If an inmate is placed in custody at a federal institution prior to the Statutory Good Time or Good Conduct Time action, the ISM at both the holding and designated institutions must be notified that the computation requires an update. This notification must be written (BOPNet is appropriate) indicating how much time was forfeited or disallowed and what the new release date will be. If the release date is near, the notification and follow-up (mailed documentation) must be prompt.

#### 6.4.6. **Sentence Satisfaction Procedures**

a. Before an offender has completed the term of incarceration and has been released from custody, the SENTRY Sentence Computation must be updated using the sentence satisfaction transaction. The inmate shall then be released in SENTRY. If the statutory release date and actual release date are not the same, the computation remarks should be updated to explain the difference.

b. After the computation has been satisfied, and the prior commitment transaction has been completed, a copy of the Sentence Monitoring Update Computation Satisfaction display is printed and placed in the file. The following statement must be annotated or stamped on the paper copy to certify the release of all "old law" cases:

"In accordance with **18 U.S.C. § 4163**, this document certifies that the within-noted inmate has been released as shown above."

(Signature of CCM or designee)

**Community Corrections Manager**

**Date**

c. The documented (paper copy) certification must become part of the Inmate Central File. When the CCM mails the offender's file to the parent institution, the Updated Computation Satisfaction certification must be contained in it. A copy of the "satisfaction display," is to be included in all cases.

d. When persons under supervision abscond or are terminated early from a CCC, their sentence computation should be satisfied

and made a prior commitment, effective the date they abscond. In these cases, the computation remarks section should be updated to reflect the reasons for early termination from the program.

Note:                   When a CCM office is scheduled to move (e.g., room, building, city, or opening or closing), the CCM shall notify the Chief, SENTRY Field Services, Office of Information Systems, Central Office, in writing, at least 90 days in advance.

## CHAPTER 7. FISCAL MANAGEMENT

### 7.1. BUDGET DEVELOPMENT OVERVIEW

The Bureau's budget development phase begins approximately 18 months before the start of the fiscal year. During this time, management identifies initiatives (major projects and new programs) to be included in the Bureau's budget request. Once the Director has approved the initiatives, their projected cost is added to the prior year's budget. This results in the Bureau's proposed operating budget for that fiscal year.

It is imperative that CCMs and MCAs prepare sound, realistic projections to ensure funds are provided for the accomplishment of program goals and objectives. Usually in March, the Community Corrections Branch (CCB) requests that CCRAs submit their budget projections for the fiscal year 18 months away. Field staff then begin the process of identifying budget requirements. The CCRA analyzes all data from the field and submits it to the Central Office CCB for submission to the Budget Development Branch in the Bureau's Administration Division.

The Budget Development Branch compiles budget figures from all Bureau components along with detailed narrative descriptions and justifications of Bureau programs and initiatives into a document known as the Spring Planning Submission. This is forwarded to the Department of Justice (DOJ) to be included as a line item in the Congressional Budget. After review by Office of Management and Budget (OMB), the Budget Development Branch prepares the budget for final review by the President and submits it to Congress.

When an appropriations bill is passed by Congress and signed by the President, the allotment procedure begins. The Central Office Budget Execution Branch distributes funding for the Region's fiscal year allocation.

### 7.2. AREAS OF RESPONSIBILITY

Community corrections is responsible for the following budget areas:

! Contract Community Corrections Centers - Program T1;

! Contract Confinement - Program D with its' three parts: jails D1, long-term adult boarders D2, and juveniles D3;

- ! Community Corrections Management - Program R1; and
- ! Transitional Services - Program 2021.

The Central Office CCB, in conjunction with the Budget Execution Branch, is responsible for the initial allocation and transfer of funds between regions and programs. Program T1 and D funds are occasionally moved from one program to the other. Funds **may not** be transferred between programs without written approval of the Central Office CCB. For the purposes of management, Program R1 is always kept separate. R1 funds normally cannot be transferred to the T1 or D programs.

CCMs submit estimated annual expenditures for each of their contracts. They are responsible for projecting future budget needs, estimating inmate-days and annual costs for contracts and for monitoring budget expenditures. These budget projections are then submitted to the MCA. The CCM is ultimately responsible for the management of Program T1 and D monies in conjunction with the Regional Comptroller

The MCAs have oversight responsibility for CCM tracking of budget allocations and expenditures and for reviewing the budget projections submitted by the CCM. The MCA consolidates these budget requests and submits them to the CCRA. MCAs are also responsible for the Community Corrections Management Center budget, Program R1, which funds CCM office training, travel, and supplies. The Central Office has no involvement with the Community Corrections Management Center budget.

Each CCRA makes a request for their region's upcoming fiscal year to the Central Office based on budget projections received from the MCAs. After the CCRA receives their allocation, funds are distributed to the MCAs. The MCA then disburses funds to each CCM office.

### **7.3. BUDGET PLANS AND REPORTS**

#### **7.3.1. Spring Planning Submission**

The budget process, also known as Spring Call, begins in late February or early March, 18 months in advance of the fiscal year. At this time, projections, program initiatives, and workload data pertaining to contract confinement needs two years into the future are identified and compiled by the CCB. A narrative is then submitted to the Budget Development Branch.

The Budget Development Branch prepares this information for inclusion in the Bureau's funding request to Congress. Before

Congress receives this request, DOJ and OMB review it closely and may require additional information to support the request before it is reviewed by Congress. Both the House and the Senate review the Bureau's budget request and may decide to change requested amounts prior to passing it to the President for final approval. The budget projection process must begin well in advance of when the funds are actually needed as this process takes over a year.

### 7.3.2. **Annual Budget Plans**

A Community Corrections annual budget plan is required to prepare and identify budget needs for the next fiscal year. Each CCRA is required to submit a completed annual budget plan to the CCB by July 15 of each year.

One section of the annual plan gives projections for Contract CCCs (T1) and another section gives projections for total contract confinement (D), including jails (D1), long-term adult boarders (D2) and juveniles (D3). Each section includes inmate-days and the per capita cost used to arrive at the requested budget, plus a narrative on any program or other change affecting the budget.

The CCB submits an operating plan by region and program based on established funding levels provided by the Budget Execution Branch. Budget Execution uses this to allocate funding by the appropriate program and object class codes to the Regional office. The CCB then informs the CCRA of his or her allocation for the upcoming fiscal year.

### 7.3.3. **Budget Projection Process**

The budget projection process is essentially the same when formulating both the spring planning submission and the annual budget plan. The main difference is that the spring call goes to the Bureau Budget Development Branch for use in requesting funds from Congress while the annual budget plan goes to the Bureau Budget Execution Branch after the funds have been granted by Congress. Budget Execution uses the annual budget plan to distribute funds to each region.

A general description of the process community corrections staff use to project future fiscal needs is described below:

(a) CCMs submit budget projections to the MCA on **Attachment 7-2, CCM Budget Projections**, using the **Budget Projection Justification Worksheet** for each contract. This worksheet is found in the **Community Corrections Technical Reference Manual**. Working papers are also submitted to the MCA and are filed with these Attachments.

To accomplish this, CCMs calculate their projections taking into account the number of offenders to be serviced, average length of stay, and per capita rate for both contract confinement and community corrections centers budgets for each contract.

Details on trends, unique situations, and additional variables affecting one or both of these programs also must be taken into consideration. A narrative explanation is required for any significant factors considered or changes made from the Spring Call figures submitted a year earlier.

(b) The MCA verifies the calculations and the process the CCM used to prepare projections. This is accomplished using the Verification section of **Attachment 7-2, CCM Budget Projections**. The MCA also compares the actual costs and total inmate-days used during the current year to ensure the CCM's budget projections are sound. The MCA then consolidates all field data for their Management Center and submits a budget request to the CCRA.

(c) Next, the CCRA reviews the budget information received from each MCA and analyzes all justifications for any increase or decrease. Once completed, the CCRA consolidates the budget data from the Management Centers and submits their regional request to the CCB for review using **Attachment 7-1, Region Annual Budget Plan**.

#### 7.3.4. **Monthly Budget Reports**

In order to monitor the community corrections budget on a national level, CCRAs submit the following two monthly budget summary reports found in BOPDOCs, via BOPNET Groupwise, by the 25th of each month to the CCB:

! Monthly Contract CCC Budget Summary (EMS Form 904). This form is used to report Program T1 figures.

! Monthly Contract Confinement Budget Summary (EMS Form 903). This form is used to report Program D figures.

Both forms require budget information pertaining to expenditures, inmate-days and per capita costs for all contracts within the region. This information is recorded in the following two categories:

! Actual for the last month: entered in this area are the corrected figures for the previous reporting month. The figures (expenditures, inmate-days, per capita costs) are the total amounts obtained from all the

contract bills processed and accrued for that month.

! Cumulative for the year: entered in this area are the total figures (expenditures, inmate-days, per capita costs) for the year, plus, the actual amount for the last month. Accrued bills that have been processed will be adjusted and entered into the yearly total.

#### 7.3.5. **Tracking Contract Expenditures**

The Central Office CCB allots CCRAs a budget for each fiscal year in Programs T1 and D. CCRAs allocate funds to each Management Center for their field offices to track contract expenditures.

CCMs must use the spreadsheet issued by the Central Office, CCB Operations Section to record, monitor, and track expenditures by contract and totals by CCCs (T1) and Confinement (D). MCAs maintain oversight of the tracking of these expenditures. CCRAs must be kept apprised of any circumstances in which there is a significant surplus or deficit in funds. CCRAs will review and make a determination on the appropriate action to be taken.

#### 7.4. **ACCRUALS**

In accordance with current accounting policy, at the beginning of each fiscal year, CCMs submit annual accruals for each contract to Financial Management to be distributed across the next twelve months as appropriate. CCMs make allotments to each contract based on their annual disbursement received from the MCA. The following instructions for this process are to be followed:

1. At the beginning of each fiscal year, the CCM office will submit an annual accrual for each contract facility based on their annual budget request submitted in June. The annual accruals are submitted to financial management through the MCA and CCRA. If the estimated monthly expenditures are projected to be stagnant throughout the fiscal year, this figure can simply be divided by 12. However, known variables, such as option year per capita changes or projected population changes, must have an individualized accrual for each of the 12 months calculated and submitted.

2. If at anytime during the fiscal year the CCM office expects a significant change in the originally submitted accrual, they shall submit an amended accrual through the MCA and CCRA to the Regional Comptroller.

3. By the 25th of each month, each region must submit the actual expenditures for the previous month to the Operations Section in the CCB.

Policy requires that "accruals" be as accurate as possible. Accurate projections result in accurate accruals. Therefore, it is essential that staff perform legitimate, detailed projections each year for each contract, track accruals against expenditures monthly, and make adjustments as necessary.

#### 7.5. **CONTRACTOR BILLINGS**

An invoice is the bill or written request of payment the contractor provides for services rendered. Payments are based on a proper invoice and satisfactory performance of contract terms. The MCA and CCRA must monitor bill processing closely to ensure CCMs follow proper procedures and process bills in a timely manner. Specific procedures related to bill verification and certification are found in the **Community Corrections Technical Reference Manual**.

CCMs must certify that services presented for payment have been rendered. This must be done within five working days following receipt of an accurate bill. All bills are date-stamped with the date received and are reviewed promptly to determine if they are accurate. Incorrect billings shall be returned to the contractor for correction. The CCM shall maintain documentation to show the date bills are received as well as the date bills are returned to the contractor for corrections.

When billings are determined to be accurate, the CCM approves payment by signing the voucher (SF-1034) and forwarding it along with a copy of the billing to the CCRA within 5 days of receipt. The CCRA then initials or signs the voucher and forwards it to the Office of Financial Management.

If the contractor collects 25% of subsistence from the resident, the CCM must ensure the billing calculations reflect the amount of these collections and that the Bureau receives credit for them. Further information regarding subsistence is found in Chapter 5.

##### 7.5.1. **Medical Payments**

Inmates in CCCs are expected to become financially self-sufficient and therefore, bear the cost of medical care. Refer to Chapter 5 for further information.

The Bureau shall, however, accept financial responsibility for inmates housed in contract detention facilities or CCC inmates with unusual circumstances. The CCM must consult with the

Regional Health Services Administrator (RHSA) prior to approving services. The MCA and CCRA must be made aware of any unusual circumstances.

Outside hospital, surgical, prescription and dental costs of offenders housed in contract facilities are charged to FMS Cost Center 225 (Outside Medical Service), Program B. This Cost Center is managed by Bureau of Prisons Medical Services. Community corrections staff do not obligate or expend funds from this Cost Center. Outside medical costs are not included in the basic daily contract rate.

#### 7.5.2. **Release Expenses**

Non-subsistence costs, such as release expenses, which are not included in the contract rate may be paid by the contractor and reimbursed by the Bureau. The appropriate sub-object code is listed separately on the contractor's invoice when processing the bills. For example, if the U.S. Marshals Service pays for a Bureau inmate serving a sentence in a jail, a SF-1080 is submitted to the CCM for processing.

See the Program Statements on **Interagency Agreement Between the Bureau of Prisons and U.S. Marshals Service; and Release Gratuities, Transportation, & Clothing**, as well as Chapter 5 of this manual for further information.

### 7.6. **MANAGEMENT OF THE OPERATIONS BUDGET**

The MCA is responsible for managing and tracking Program R1, Operations Budget. CCRAs track R1, review and consolidate the MCA/CCM requests, and submit their budget requests for regional operating expenses to their Regional Comptroller. CCRAs distribute R1 funds to the MCA who manages the R1 Program expenditures for the Management Center district.

#### 7.6.1. **Annual Budget Plan for CCM/MCA Offices**

CCRAs shall advise their CCMs/MCAs when to submit an annual budget plan for the approaching fiscal year. This budget is for the operation of the CCM/MCA office and is finalized through the Regional Comptroller. Information on travel, office equipment, supplies and other office operating expenses such as copier rental, telephone, etc., is included. The CCM/MCA shall include all equipment purchases for the Fiscal Year (furniture, office machines, etc.) in this projection.

**7.6.2. Travel**

The MCA and CCM project and plan travel on a monthly, as well as annual basis. Based upon the annual allotment, the CCRA allocates a specific amount of money for travel to each MCA.

In all cases, care must be exercised in planning and/or approving travel to ensure the travel is prudent, required as part of the traveling employee's responsibilities, and incorporates the most economic and advantageous method and time of travel.

The Regional Director authorizes all travel. A travel authorization is issued to travelers before each actual trip outside a 50-mile radius. The appropriate accounting classification and the estimated amount of the travel must be stated on all travel authorizations. The CCRA forwards all travel authorizations to Financial Management.

Ordinarily, each MCA, CCM, and COS will use the government issued credit card for travel purposes. Within five working days of travel completion, the travel voucher must be submitted to Financial Management. Vouchers claiming reimbursement costs for official travel are submitted to the MCA/CCRA for approval using the form authorized by Financial Management. Staff shall submit the original travel authorization with lodging receipts and any other receipts deemed appropriate. These attachments shall accompany the travel voucher submitted to the MCA/CCRA for approval and further payment processing.

Local travel within a 50-mile radius incurred by MCAs, CCMs and COSs using privately owned vehicles (POVs) in and around official duty stations (i.e., visits to a local contract facility, USM, USPO, etc.) is claimed on the Miscellaneous Expenses (SF-1164) and does not require a travel authorization. Receipts for parking, tolls, etc., should be provided if available. Metered parking used should be noted.

**7.6.3. Office Expenditures**

Office supplies, printed stationery, Post Office Box rental, telephone costs, etc., relating to CC office operations may be purchased with the government credit card. All expenditures, both anticipated and actual, for CCM and MCA offices are routed through the CCRA who is the Cost Center Manager for community corrections budgets.

Major capitalized equipment needs require the submission of a Request for Purchase Form (BP-S101.041) and a Major Equipment

Justification Form (BP-S135.041) to the CCRA. Minor equipment needs (non-capitalized) require only the Request for Purchase form and, if approved by the CCRA, are forwarded to the Regional Procurement Officer for issuance of a Purchase Order, BP-ACCT-81.

Day-to-day purchases must be made with the government credit card.

Exceptions to this rule and complete details on the use of the credit card are found in the Program Statement on **Bureau of Prisons Acquisitions (subpart 13.601-70)** and the **Procurement Technical Reference Manual**. In general, the procedure for using the card begins with the purchaser determining if the needed item is available from a mandatory source. Once mandatory sources have been screened, the purchaser locates a vendor and verifies the price. Vendor selection is made on the basis of the best price or value to the government and may be accomplished either by telephone or in person.

All purchase orders, requests for purchase, and invoices require an account class code as found in Financial Management regulations. Upon receipt of an invoice and verification of services and/or supplies received, the CCM or MCA shall stamp and sign approval of charges claimed and forward the forms to the CCRA for further processing and payment. Payment can only be made after approval of a valid invoice. Payment cannot be issued based on receipt of a statement.

## 7.7. ACCOUNTING AND CONTRACTING PROCEDURES AND CODES:

### 7.7.1. Introduction

The Appropriation Bill is an authorization by a Congressional Act for an agency to make payments from the U.S. Treasury for specified purposes. The two main appropriations administered by the Bureau are:

the Salaries and Expenses (S&E) Appropriation, a "one-year appropriation" available for incurring obligations only during a specified fiscal year. Most community corrections funding is contained in this appropriation, with some coming from the Violent Crime Reduction Program (VCRP); and

the Buildings and Facilities (B&F) Appropriation, a "no-year appropriation" available for incurring obligations for an indefinite period of time.

Specific codes are used to track the Bureau's expenditures of Congressionally- appropriated funds. These codes are entered into the Financial Management System (FMIS) which is the vehicle used to keep track of the appropriation and expenditure of funds by various units and programs within the Bureau.

### 7.7.2. **Monitoring Budget Activity**

It is important to monitor the FMIS reports and check on any significant discrepancies between the FMIS figures and the CCRA figures. CCRA's cross check their tracking systems (the three programs described below) against FMIS official figures on a quarterly basis.

### 7.7.3. **Programs**

Program Codes are used to identify functions or activities conducted by the Bureau with funds specifically allocated for that activity or function. The Program Code is a single letter. Program Codes used in community corrections (and described at the beginning of this chapter) are:

Contract Community Correction Centers = T1  
Contract Confinement = D  
Community Corrections Management = R1  
Transitional Services = 2021

### 7.7.4. **Codes**

Each of the programs above also has a YRegDoc number which is a 10-digit (or 12-digit in Program Review) code placed on all funding or obligating documents such as contracts, Purchase Orders, and invoices. The codes are later entered into the FMIS.

The **Community Corrections Technical Reference Manual** contains a description of what each part of the accounting classification code means and how it is used by community corrections staff. It is the responsibility of the CCRA, MCA and CCM to ensure these codes are accurate. To assist, the following lists should be obtained from the Regional Office of Financial Management on a regular basis:

1. Bureau of Prisons FMIS/FMS Institution Codes,
2. Key to Classification Level Codes,
3. Program Area Codes,
4. Key to FMIS/FMS Sub-Object Codes.

## 7.8. **CONTRACT NUMBERS AND CODING**

### 7.8.1. **Contract Numbers and Purchase Orders**

Each obligating document must have a document control number which is a two-part entry. This is a YRegDoc number and an AccountClass code. This remains with the contract, without

regard to fiscal year, for the life time of the contract, or until the contract is canceled or allowed to expire. Purchase orders, on the other hand, are valid for one fiscal year or less and only for the fiscal year in which issued.

Refer to the **Community Corrections Technical Reference Manual** for examples.

7.8.2.       **Location Code**

In addition to the contract number, each separate contract location is assigned a three digit identification code by the CCRA. This location code remains with the unit, and will remain even when the contract is inactive and no longer used by the Government. **This code cannot be used again.**

**REGION ANNUAL BUDGET PLAN**  
**for FY \_\_\_\_\_**

Submitted by:

**I. T BUDGET - COMMUNITY CORRECTIONS CENTERS**

A. Best Estimate for Current Year Expenditures:  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

B. FY \_\_\_\_\_ Request:  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

C. Justification for increase or decrease:

**II. D BUDGET - CONTRACT CONFINEMENT**

A. Best Estimate for Current Year Expenditures:  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

B. FY \_\_\_\_\_ Request:

Jail  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

Long Term Boarder  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

Juvenile  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

Total  
\_\_\_\_\_ Inmate-days X \_\_\_\_\_ Per Capita Cost = \_\_\_\_\_

C. Justification for increase or decrease:

**CCM BUDGET PROJECTIONS For fiscal year**

CCM Office:	
Facility:	Facility Code:

A	Number of Inmates to be serviced	
B	Average length of stay	
C	Per Capita Rate	

D	Total Cost	
---	------------	--

VERIFICATION OF INFORMATION

1.	Inmate-days for the year		2.	ADP	
3.	Adjustment made: Y/N	4.	Reviewed Per Capita Cost: Y/N		
5.	Total Cost	\$			

Worksheet reviewed by: \_\_\_\_\_  
 \_\_\_\_\_  
 Management Center Administrator