STATEMENT OF WORK

(SOW)

RESIDENTIAL REENTRY CENTER

March 2022

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Program Statements may be found on the BOP's website, www.bop.gov. It is the BOP's expectation that the contractor maintains and implements subsequent policy updates as they occur. This will require the contractor to routinely review program statements to ensure they are utilizing the most current version. Additional guidance or interpretation of policy statements is at the discretion of the BOP.

CONTRACTOR REQUIRED TRAINING

(Referenced in the Statement of Work)

Training	Chapter Referenced
Staff will annually review the contractor's operation manual. This review will be documented.	1
Staff will be provided 20 hours of annual training on required topics.	2
Staff must receive 40 hours of training on duties and responsibilities prior to working with federal residents. Sixteen of these hours may be on the job training under direct staff supervision.	2
A minimum of one key staff will attend BOP training when offered.	2
Staff will acknowledge receipt and understanding of contractor's Employee Standards of Conduct, prior to working with federal residents.	2
The contractor will develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault/misconduct prevention/, and intervention program.	2
The contractor will provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteer Manual."	2
The contractor will train all staff in emergency procedures within one week of their initial employment. In addition, the contractor will include emergency training in annual refresher training.	4
The contractor will train all staff in the proper handling and use of all hazardous, toxic, caustic, and flammable materials within two weeks of initial employment, whenever a new hazard is introduced into the work area, and annually thereafter.	7

The contractor will train staff on proper techniques for resident pat searches, and room, vehicle, and common area searches within the first week of employment and annually thereafter. 12

The rules of conduct and sanctions for resident discipline infractions will be defined in writing and communicated to all staff. 13

Staff must be familiar with the Administrative Remedy Program Statement prior to working with federal residents. 14

Staff must be properly trained in the use of Naloxone. 16

EXPLANATION OF TERMS

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

BOP WEBSITE - www.bop.gov

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

The bulletins referenced in this SOW are published by the California BHFTI. The BHFTI bulletins are available by contacting the following address: 3485 Orange Grove Avenue; North Highlands, California, 95660; (916) 574-2041.

CONTRABAND - Anything not authorized for retention by the facility rules and regulations or not issued by authorized staff.

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

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

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

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

CONTRACTING OFFICER'S REPRESENTATIVE (COR) - A BOP employee, designated in writing by a CO (ordinarily a RRM), to act as an authorized representative in monitoring and administering a contract. The COR acts as a technical liaison between the contractor and the CO on contracting matters (see Section G of

the solicitation for an expanded outline of these authorities and responsibilities).

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

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

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

EMERGENCY - Any significant disruption of normal facility procedures, policy, or activities such as adverse weather, bomb threat, disturbance, escape, fire, hostage situation, work or food strike, etc.

ELECTRONIC MONITORING EQUIPMENT - Equipment which monitors a federal offender's compliance with the RRC Electronic Monitoring Program's conditions.

FEDERAL LOCATION MONITORING PROGRAM (FLM) – A program wherein the United States Probation Office, through an agreement with the BOP, monitors offenders in the community.

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

INDIGENT – An individual who is (i) without income, or, (ii) whose income is below the Federal Poverty guidelines for the local area, as published by the Department of Health and Human Services, or, (iii) without sufficient resources to provide for basic needs (e.g., housing, food, clothing, and transportation). An individual’s liabilities (e.g., restitution, fees, child support obligations) should be considered when determining indigence.

INMATE - See resident.

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

NFPA, NATIONAL FIRE PROTECTION ASSOCIATION - Headquartered in Quincy, Massachusetts, USA, is an international, nonprofit, membership organization founded in 1896 to protect people, their property and the environment from destructive fire. The mission of NFPA is to reduce the burden of fire on the quality of life by advocating scientifically based consensus codes and standards, research and education for fire and related safety issues.

The codes referenced in this SOW are available by contacting NFPA.

OSHA, OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION - Regulates occupational safety and health standards which require conditions, or the adoption or use of one or more practices, means, methods, operations, or processes, reasonably necessary or appropriate to provide safe or healthful employment and places of employment.

OFFENDER - See resident.

OFFEROR - The individual, partnership, corporation or other legal entity who submits a proposal in response to the BOP's needs outlined in a solicitation.

PROGRAM STATEMENT (P.S.) - A BOP written directive that establishes policy procedures in a given area (available on BOP website).

PRELIMINARY SITE INSPECTION - One BOP scheduled on-site inspection of the offeror's facility and location (place of performance) for evaluating the proposed site.

PREOCCUPANCY INSPECTION - One BOP scheduled on-site inspection of the contractor's place of performance to ensure facility repairs and/or renovations have been completed and minimum

programmatic requirements have been met so performance may begin.

PRE-TRIAL DEFENDANT - Ordinarily means a person awaiting trial, being tried, or awaiting a verdict, as well as a person awaiting sentence after having pleaded or been found guilty when the BOP has not received notification of conviction.

PRE-TRIAL SERVICES OFFICER (PSO) - An officer of the federal court responsible for supervising federal defendants before trial or sentencing, as directed by the federal court. PSOs are more common in large metropolitan areas. U.S. Probation Officers (USPOs) function in the capacity of a PSO in most judicial districts. The terms USPO and PSO may be used interchangeably throughout this document regarding pre-trial service defendant responsibilities.

PRISON LITIGATION REFORM ACT (PLRA) - For the purpose of this SOW, the RRM will identify PLRA cases for the contractor with specific instructions. Specific requirements are outlined in the chapters on Programs and Discipline.

REASONABLE COSTS - The costs of travel (e.g., airfare, rental car, etc.) and per diem allowances for United States Government travel, as set forth in the federal Travel Regulations.

RESIDENTIAL REENTRY CENTER (RRC) – This refers to the location in which the contractor's programs are operated. An RRC may also be called a facility, center, or halfway house.

RESIDENTIAL REENTRY MANAGER (RRM) - The BOP employee responsible for all functions, programs, and services related to residential reentry programs within a specified geographical area.

RESIDENTIAL REENTRY MANAGEMENT BRANCH SECTOR ADMINISTRATOR (ASSISTANT SECTOR ADMINISTRATOR) - The BOP employee(S) who supervises the RRM. The Sector Administrator is responsible for residential reentry operations and programs within a specified geographical area.

RESIDENTIAL REENTRY MANAGEMENT BRANCH ADMINISTRATOR - The BOP employee responsible for all residential reentry functions, services, and operations nationwide.

RESIDENTIAL REENTRY MANAGEMENT BRANCH SAFETY SPECIALIST – This is a BOP staff member responsible for monitoring contract compliance with county, city, state, federal and national safety regulations.

REGISTERED DIETICIAN (RD) - A person who has completed academic and experience requirements established by the Commission on Dietetic Registration, the credentialing agency for American Dietetic Association (ADA), and licensed as required by the state in which they practice.

RESIDENT – This is the preferred term to describe a federal inmate who has transferred to community confinement at a Residential Reentry Center.

RESIDENTIAL REENTRY REFERRAL MANAGEMENT APPLICATION (R3M) – The Bureau of Prisons electronic referral and case management application.

ROUTINE MONITORING - The BOP's scheduled and unscheduled, on-site inspections of the contractor's facility to evaluate performance.

Facilities with a contracted amount of 15 or fewer federal residents (in-house and home confinement combined), will have at least one full monitoring and at least two unannounced interim monitoring visits every 18 months.

Facilities with a contracted amount of 16 to 30 federal residents (in-house and home confinement combined) will have at least one full monitoring and at least two unannounced interim monitoring visits every 12 months.

Facilities with a contracted amount of 31 or more federal residents (in-house and home confinement combined) will have at least one full and three unannounced interim monitoring visits every 12 months.

SMARTPHONE - A mobile phone with an advanced mobile operating system which combines features of a personal computer operating system with other features useful for mobile or handheld use. The Bureau of Prisons requires that smartphones can access the Internet and can run a variety of third-party software components ("apps").

SUPERVISORY COMMUNITY TREATMENT COORDINATOR (SCTC) - The BOP employee who is responsible for placing offenders in Community Treatment Services, procuring treatment, monitoring treatment providers, certifying bills, ensuring quality control, and performing liaison activities among federal institutional programs, U.S. Probation, and contract community treatment providers.

TYPES OF OFFENDERS - The BOP places several types of offenders in an RRC. There are many variables which determine the type and how a resident is placed and programmed in an RRC. To avoid confusion, the contractor should consider two broad categories, BOP and USPO cases. It is important to understand which case the resident is assigned because of the differences in programming. The RRM will provide direction in this regard.

A. Condition of Supervision Placement - Offenders under conditions of probation or supervision by the Court, or parole or mandatory release supervision by the U.S. Parole Commission may be ordered to reside in an RRC for a period of time. These placements are USPO cases.

B. Community Confinement - Individual who is in BOP custody who resides in an RRC and participates in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility approved programs as a condition of supervised release or probation.

C. Intermittent Confinement - Intermittent Confinement individual is in BOP custody who is sentenced to reside in an RRC during nights, weekends, or other intervals.

D. Institution Transfers - A BOP case who has transferred from a federal institution and is completing the last portion of their sentence.

UNIVERSAL PRECAUTIONS - As defined by Centers for Disease Control and Prevention (CDC), Department of Health and Human Services, are a set of precautions designed to prevent the transmission of human immunodeficiency virus (HIV), hepatitis B virus (HBV), and other blood borne pathogens when providing first aid or health care. Under universal precautions, blood and certain body fluids of all patients are considered

potentially infectious for HIV, HBV and other blood borne pathogens.

U.S. PROBATION OFFICER (USPO) - An officer of the United States District Court, who is responsible for supervising USPO federal offenders.

VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT (VCCLEA) - For the purpose of this SOW, the RRM will identify VCCLEA cases to the contractor with specific instructions.

INTRODUCTION

The Bureau of Prisons (BOP) provides community-based residential and nonresidential correctional services through contractual agreements with state, county, and city governments, as well as private contractors. These contractors provide services which include employment and residence development and other self-improvement opportunities to assist federal residents during the transition from prison to the community.

1. OBJECTIVE - The objective is to establish a Residential Reentry Center (RRC) that provides comprehensive community-based services for individuals who are in the custody of the BOP or under the supervision of United States Probation and Pretrial Services.

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

3. PLACEMENT OF INMATES - Only the Residential Reentry Manager (RRM) or his or her designee can approve a federal inmate's placement at an RRC.

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

5. BOP VALUES - The BOP can successfully carry out its mission because its operations are firmly grounded in a set of common values and functional goals. A clear vision of the BOP’s organizational and individualized responsibilities exists among its employees. The BOP has a set of values and shared attitudes that guide staff's actions.

The agency's values are important for contract employees to understand because they are the foundation of duties to be fulfilled in performance of the contract's functions. The core values are:

- Correctional Excellence – We are correctional workers first, committed to the highest level of performance.
- Respect – We embrace diversity and recognize the value and dignity of staff, residents and the general public.
- Integrity — We demonstrate uncompromising ethical conduct in all our actions.

The RRC has an obligation to provide residents with an opportunity to acquire the necessary skills for self-improvement, and to practice law-abiding behavior upon release. Residents are encouraged to maintain family and community ties through correspondence, visitation and planning for eventual release, through participation in pre-release classes, and other programs. Residents have the obligation to honor their debts and begin payment while confined. Each resident is personally responsible for taking advantage of available RRC programs.

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

The BOP reserves the right to enter into negotiations with the contractor to change the conditions or procedures in this SOW and contract. Should the BOP invoke such changes, the contractor retains rights and remedies to equitable adjustment under the terms and conditions of the contract.

The BOP reserves the right to have various staff, to include staff from United States Probation and Pretrial Services, Office

of the Inspector General, Federal and State Law Enforcement agencies, and other authorized users, assist in the monitoring of contract performance. The BOP reserves the right to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

The BOP may investigate any incident pertaining to the performance of this contract. The contractor will comply and cooperate with the BOP on all investigations, monitoring visits, inspections, and inquiries.

The contractor will report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency (e.g., Federal Bureau of Investigation, United States Marshals Service, state and local authorities), and immediately notify the RRM of the report. The contractor will immediately report to the RRM any person or agency requesting to use a resident in any investigation; no resident may participate in any such investigation without prior approval of the BOP.

The contractor will submit any requests for contract changes through the RRM to the Contracting Officer (CO) for approval.

The contractor will provide electronic media to include e-mail and internet access for all RRC staff, and will provide capability for the electronic submission and receipt of paperwork and reports (e.g., referrals, movement notifications, terminal reports, disciplinary reports, etc.) to the BOP at the discretion of the RRM. Only BOP approved internet transmission methods/secure portals may be used to transmit protected resident information.

All non-restricted BOP Policies and Program Statements are available on the Bureau’s public website (www.bop.gov).

7. SCOPE OF WORK - The contractor will comply with all requirements in this SOW and other reference documents as indicated. The technical proposal and any negotiated modification(s) are incorporated into the contract; unless otherwise stated in the contract or defined by the Contracting Officer.

The contractor will develop operational policies and procedures that follow the requirements contained in this SOW and of generally accepted correctional practices, as defined by the BOP. The contractor will provide electronic or scanned versions of their policies and procedures to the RRM and Administrative Contracting Officer within 60 days after award. Subsequent updates shall be submitted to the RRM within 30 days of publication.

All federal residents will receive access to the same programming and services except as otherwise provided for in this SOW.

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

The contractor will protect, defend, indemnify, save, and hold harmless the United States Government and the BOP and its employees or agents from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with any negligent acts or omissions of the contractor, its agents, subcontractors, employees, assignees or anyone for whom the contractor may be responsible. The contractor will also be liable for any and all costs, expenses, and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorney's fees incurred by the United States Government and the BOP and its employees or agents. The contractor's liability will not be limited by any provision or limits of insurance set forth in the resulting contract.

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

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

CHAPTER 1 – ADMINISTRATION AND ORGANIZATION

The contractor will maintain a current written operations manual that is available to all staff. It will describe the purpose, philosophy, programs, services, policies and procedures of the facility, and be updated on an as-needed basis. It will describe the daily operational procedures for the respective facility. Staff will have a thorough working knowledge of the operations manual. The contractor must operate in accordance with the operations manual. The operations manual will not circumvent the SOW requirements. The operations manual is a separate manual from the technical proposal. At least annually, staff shall review the operations manual and document the review. The operations manual will be available for review by the BOP during inspections of the facility.

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

Any disagreement regarding contract performance should first be disputed or addressed with the Contracting Officer's Representative (COR). If the conflict cannot be resolved with the COR, the issue should be elevated to the Residential Reentry Management Sector Administrator. If an agreement still cannot be reached, then the contractor should address the CO in writing.

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

1. AMERICAN CORRECTIONAL ASSOCIATION (ACA) - The BOP encourages the contractor to acquire certification in accordance with the most current edition(s) of the ACA Standards for Adult Community Residential Services. If the facility is not ACA accredited, the contractor will use the most recent edition(s) of the ACA Standards for Adult Community Residential Services as a guide in developing the operations manual. The contractor will advise the RRM in writing of their intent to seek ACA accreditation.

2. PERFORMANCE - The contractor will develop and maintain a current contingency plan to ensure continuity of service should unforeseen circumstances occur, such as employee work actions or strikes, natural disasters, terrorist activities, pandemics, etc. As a correctional organization, it is the contractor's responsibility to ensure 24/7 continuity of service during unforeseen circumstances. The plan shall be submitted to the COR for approval, prior to performance and must contain the following, at a minimum:

A. A detailed evacuation plan;
B. A detailed shelter-in-place plan, to include provisions for food, water, power, etc.;
C. Provisions for maintaining adequate staffing levels;
D. A detailed pandemic plan, to include provisions for quarantine/isolation areas, adequate PPE supplies, etc.

The contractor will provide at least 70 percent of the contract requirements by using employees compensated directly by the contractor. Thus, the contractor cannot subcontract more than 30 percent of the contract requirements. The intent is to create a uniform composition of services under the control and supervision of the Facility Director. The contractor will submit all proposed subcontracts to the BOP for approval when the contractor intends to seek the services of a subcontractor (e.g., food service or facility maintenance).

3. INFORMATION - The contractor will comply with the requirements of the Freedom of Information Act 5 U.S.C. §552, Privacy Act, 5 U.S.C. §552a and 28 CFR part 16, Production or Disclosure of Material or Information and P.S. 1351, Release of Information. The contractor will have written policy and procedures for staff managing information. The contractor will seek the RRM's approval before releasing BOP records in response to a request for information.

A. Government Contacts - The contractor will post and display in a conspicuous location a listing of the names, addresses, and telephone numbers of the responsible Sector Administrator, Assistant Sector Administrator (RRMASA), Supervisory Community Treatment Coordinator (SCTC), RRM, Assistant Administrator Operations RRM Branch, and Chief USPO.

B. Congress - The contractor will immediately notify the RRM when any request (e.g., information or tour of the facility)

is made by any representative of the United States Congress to the contractor.

C. News Media - The contractor will notify the RRM when a request or contact is made by any media representative (i.e., a person whose principal employment is to gather or report news for a newspaper, magazine, blogs, web sites, podcasts, national or international news service, radio or television news programs). These requests or contacts may include, but are not limited to, interviews, visits, or impromptu questions with staff or residents. Contractors should reference P.S. 1480, News Media Contacts. The contractor is encouraged to clear in advance all media releases with the RRM. Any time a media request is made regarding residents, to include releases and interviews, prior approval must be granted by the RRM.

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

D. Documentation - The contractor will document that all requirements of this SOW are being met. The contractor has the affirmative responsibility to prove the requirements are being met. The contractor will maintain documentation of:

- Their standing as a legal entity, or part of a legal entity, and will maintain documentation indicating legal measures have been taken to provide continuity of service, in case of incapacitation, retirement, or death of the contractor;
- Their tax-exempt status, if applicable; and
- Valid liability and property insurance for the facility and equipment, valid zoning documentation and use permits with documentation available for review at the facility.

E. Meetings - The Facility Director will conduct staff meetings at least monthly to foster open communication, establish policy, discuss problems, ensure compliance with SOW requirements, and accomplish program objectives. The contractor will distribute new or revised policy and procedure to staff, volunteers, and if appropriate, residents. The contractor will document these meetings with written minutes to include staff

attendance. This documentation will be made available to the BOP for inspection upon request.

F. Equipment - The contractor will have a fully functional facsimile machine, computer(s), and telephone capabilities. The contractor will have computers with Internet capabilities to include an Internet Explorer or comparable browser (Internet Explorer 10 or newer, Firefox, Google Chrome, etc.), as well as e-mail addresses and capabilities for all RRC staff to communicate with the RRM office. RRC staff cleared to work with federal residents will have the capability to interact with existing bureau utilized referral and population management tools. Computer equipment will be appropriately secured and will allow for the electronic retention of documents for the life of the contract.

Contractors will be required to utilize the bureau electronic applications (R3M or subsequent versions) to include all functions of the application. Use of this application and all subsequent versions or additions to the application is mandatory within 30 days of implementation. The RRM may request the information found in a resident file (located in Chapter 17) to be uploaded into the electronic application.

If the contractor utilizes any electronic case management or accountability software programs they will ensure that industry standards are met for the security of resident information to prevent the unauthorized viewing, dissemination, or use of protected personnel information in accordance with the Freedom of Information Act and Privacy Act. Any individuals having electronic access to non-public resident information will be cleared through the contract staff background clearance procedures.

G. Translation - The contractor will provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language, as required by the composition of the resident population.

4. COMMUNITY OUTREACH - The BOP believes it is extremely important and vital to develop and maintain positive community relations and partnerships. This will be accomplished through development of a Community Relations Board. The contractor must provide written policy and procedures that offer ongoing, positive communication and partnerships between the facility,

major employers who employ RRC residents in the local community, appropriate social service agencies, legal services organizations, elected officials, law enforcement, and citizens. The program should maintain compliance with P.S. 1415, Community Relations Board. The program must describe the approach to educating the local community about the goals and mission of the RRC and maintaining the support of the community. The outreach program must also include specific activities that will be conducted on a quarterly basis. This includes the use of volunteers, which is encouraged, but not mandatory. Every effort should be made to ensure Community Relations Boards include at a minimum representatives from each area identified above. Documentation of membership and attendance, to include efforts at expanding participation, is to be maintained for the life of the contract and be available to oversight staff upon request.

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

Monthly service invoicing procedures and miscellaneous reimbursable expenses are located in Chapter 17 (Records and Reports). Invoicing procedures related to reimbursable medical expenses are located in Chapter 16 (Medical Services).

CHAPTER 2 - PERSONNEL

1. ORGANIZATIONAL CHART - The contractor will maintain a current narrative description and diagramed organizational chart outlining the structure of authority, responsibility, and accountability of both the facility and the company. The intent is to gain an understanding of the chain-of-command within the organization.

2. STAFF COVERAGE - The contractor will have trained, paid staff, dressed and awake, on the premises to provide 24-hour coverage, seven days a week. This staff coverage shall provide for the safe and secure supervision of all federal residents.

A. Position Requirements

RRC Director: The minimum education and experience qualifications for the position of Facility Director (or similar title) will be a four-year degree in a social or behavioral science program from an accredited college or university, two years of work experience in a related field, and a minimum of two years in a supervisory position. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. Total work experience needed in lieu of the combination of education and work experience is six years, with two of the years in a supervisory position.

Employment Placement Specialist: The minimum experience for the position of the Employment Placement Specialist (EPS) will be one year of work experience in guidance, counseling, or job placement. Work experience may be substituted with a specialized degree or certification in the field of guidance, counseling, or career development.

Case Manager: The education and experience qualifications for the position of Case Manager (or similar title) will be a four-year degree in a social, human services, criminal justice or behavioral science program from an accredited college or university. At a minimum, one year of experience must be working in human services, corrections, or community-based services. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. Total work experience

needed in lieu of the combination of education and work experience is five years.

B. Staffing Pattern - The contractor will concentrate staff when most residents are available for program activities, normally during the evening hours. A key staff member (as defined in Chapter 2, Personnel) will be available on-site Monday-Friday 8:00 a.m. to 4:00 p.m.

The contractor will staff a minimum of two positions (one male and one female if the facility is co-ed), on seven-day posts, 24-hours a day, dedicated only to the supervision of federal residents. Ordinarily, these seven-day posts cannot be covered by other positions such as Case Managers or Facility Directors unless documentation requesting such is submitted to and approved by the RRM. The intent is that these posts will devote 100 percent of their time to supervising federal residents under this contract. The contractor will also provide key personnel in accordance with the number of residents residing in a facility (see Key Personnel).

C. Key Personnel – Key personnel include the Facility Director, Case Manager (one for every 30 residents to include home confinement population), and Employment Placement Specialist. Key staff titles may be replaced by similar or equivalent titles. The contractor must identify key staff by title, educational/experience requirement, and major duties within their technical proposal.

All key personnel are full-time employees. The contractor will identify to the RRM the key personnel employed at the facility. The contractor will provide immediate information to the RRM of any changes in key staff, and identify any staff in temporary acting positions, to include contract staff coming from other contracts. Clearance must be obtained from RRM prior to working with federal residents.

1) All major use contracts (31 residents and over) will staff at least three key personnel positions. The positions will be the Facility Director, Case Manager, and Employment Placement Specialist. These positions will be 100 percent devoted to the federal contract.

2) All moderate use contracts (16 – 30 residents) will staff at least three key personnel positions. The

positions will be the Facility Director, Employment Specialist, and Case Manager. These positions will be 100 percent devoted to the federal contract.

3) All minor use contracts (1 – 15 residents) will staff at least two key personnel positions. The positions will be the Facility Director and a Case Manager. These positions do not have to be 100 percent devoted to the federal contract. However, in cases where these positions will be shared, the contractor must receive approval by the Contracting Officer. The technical proposal must identify the percentage of time that will be devoted to the federal contract.

The contract size (major, moderate, or minor) and required key staff ratios are determined by totaling the estimated maximum number of in-house beds and the estimated maximum number of home confinement placements contracted for.

The RRM must approve any staff member prior to employment in a key personnel position.

The contractor will staff all key personnel positions throughout the performance of the contract. The contractor will notify the RRM in writing if any personnel vacate a position and indicate when a replacement will be selected. The notification will occur within five working days after the vacancy occurs.

A key personnel vacancy does not absolve the contractor from providing the position’s services. Ordinarily key personnel will be replaced within a 30-day period with a permanent full-time employee. With appropriate justification this can be extended to 60 days by the RRM. Any further deviations may result in negative contract action including, but not limited to, deficiencies or deductions. The Case Manager ratio will be a minimum of one for every 30 residents. The ratio must be adequate to perform the tasks associated with the position and commensurate with the resident workload of the population without being utilized to perform duties assigned to other positions. Failure to maintain negotiated staffing patterns may result in adverse action.

D. Staff/Resident Ratio - The contractor is always responsible for the appropriate supervision of residents and the orderly running of the RRC. The staff/resident ratio established in the contract contributes to the contractor's

ability to safely and securely operate the RRC. Housing configurations must also be taken into consideration (e.g., several buildings would require the contractor to determine the number of staff needed to safely and securely supervise the federal residents). The contractor will notify the RRM of any unforeseen circumstances which may affect the safety, security, or orderly running of the RRC.

E. Population Changes - If the Average Monthly Population (AMP) changes from the BOP's original projection for three consecutive months, the staff/offender ratio may be changed in accordance with the following:

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

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

3. PERSONNEL RECORDS - The contractor will maintain a complete and current personnel file for each employee. All personnel files must be secured and accessible to senior management staff only; hard copy personnel files must be stored in a locked compartment accessible to senior management staff only. The contractor will ensure the files are readily available for BOP review upon request.

The contractor will have a written personnel manual specifically for the respective facility. The personnel manual is a separate manual from the operations manual. The policies and procedures will cover, at a minimum; the following areas:

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

A. Employee Evaluation - The contractor will develop written policies and procedures for an annual written performance review of each employee based on defined criteria. The results will be discussed with the employee, and the review will be signed by the employee as well as the evaluator and maintained in the employee's personnel file.

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

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

D. Social Security Card - The contractor will ensure each employee and any subcontractor has a social security card issued by the U.S. Social Security Administration and is a United States citizen, permanent resident, or other person lawfully admitted into the United States, meeting the DOJ residency requirements set forth in Section I of the solicitation.

E. Training - The contractor will develop an employee training program in addition to any BOP provided training.

1) Staff Training - Prior to working with federal residents, all staff must receive training on their respective duties and responsibilities. This training should cover all required training topics as outlined in the SOW and should be a minimum of 40 hours in length. Sixteen hours of this training may be on-the-job training (OJT) under direct staff supervision. If an incumbent is awarded a new contract, the contractor will also provide training on required topics within 90 days of award for staff who worked on the previous contract. Additionally, within 90 days of employment, all key staff will be provided

with and sign for the RRC staff orientation packet (provided by the RRM office), acknowledge receipt, and provide a copy to the RRM. The contractor will document the employees understanding and participation, to include time and date of completion. A copy will be maintained in the employee's personnel file.

2) Annual Refresher Training - The contractor will provide staff with at least 20 hours of annual refresher training relating to the operation of the RRC. The contractor will document the training topics, date, time, and participants in each staff member's respective personnel file. The training must cover the following:

- Discipline procedures for residents;
- Demonstrate working knowledge and competency of the discipline procedures by passing the standardized test administered by the COR;
- Emergency plans (to include pandemic operations);
- Staff integrity and ethics;
- Accountability and security procedures;
- Life safety and emergency procedures;
- Resident, vehicle, locker, and facility searches;
- Signs of suicide and suicide precautions (to include review of the RRC's Suicide Prevention Plan);
- Use of force regulations and tactics;
- Center Disciplinary Committee report writing;
- Universal precautions;
- Interpersonal relations and communication skills;
- Social and cultural life styles of the resident population;
- Basic first aid;
- Familiarization with Reentry Resources available nationally and in local area (e.g., housing, employment, social services);
- Communication skills;
- Individualized Program Planning;
- Prevention, identification, and handling of sexual abuse/assault incidents; and
- Prison Rape Elimination Act Requirements.

3) BOP Training - At least one key staff member will attend and participate in BOP sponsored training events, which are normally scheduled on an 18-24 month cycle. The contractor

is responsible for all costs associated with attending this training.

4) Staff Retention - The contractor will develop a retention program designed to minimize employee turnover. If there are breakdowns in accountability or programming as a result of the contractor's failure to implement a successful retention program, adverse contracting action may be taken by the Bureau.

4. BACKGROUND INFORMATION - Contract employees must be approved by the RRM before they may work with federal residents. The contractor will submit a completed and signed *Request for Contract Staff Background Investigation*, Attachment A, (must be typed) for all individuals the contractor has determined are appropriate for employment and any person who will work with federal residents. The contractor will then submit this form to the RRM along with one full set of fingerprints with the required fingerprint card information completed.The RRM will process the fingerprint and background checks. The contractor will only request the BOP conduct background checks on persons they have offered conditional employment. The contractor will advise this person that a criminal history check, fingerprint, criminal records, and other appropriate background checks will be processed by the BOP to verify this information. The intent is to screen applicants to determine their acceptability to work with federal residents. The contractor will not submit the name of any person the contractor does not employ or intend to employ.

No individual will begin working with federal residents before clearance is obtained from the RRM. The RRM may grant temporary clearance to work with federal residents after the criminal history check is conducted if the results of the check are appropriate. The contractor will understand that the granting of final approval will not occur until after the RRM receives a response(s) from the fingerprint or other background check(s) and the results prove to be appropriate.

Incumbent contractors who are awarded a subsequent new contract will secure a completed and signed Attachment A as well as a new fingerprint card from all staff. These documents will be submitted to the RRM Office within 60 days prior to new contract performance.

Contractors who have a contract which exceeds five years must ensure all staff receive updated clearances every five years.

The RRM will ordinarily approve a person to work with federal residents in accordance with guidelines established in the current version of the Bureau’s program statement on Contract Staff Integrity for Privately Operated Community Corrections Residential Facilities, P.S. 7570.

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

The contractor will voucher potential employees prior to working with federal residents, through reference and employment checks. The contractor will document information regarding reference and employment checks in the employee's personnel file. The contractor will verify training, education, and experience of all staff. This includes credentials for all professional staff. The contractor will document the verification in the personnel file and make it available during inspections.

The Facility Director, or designee, may be required to fingerprint proposed staff as directed by the COR. The completed fingerprint cards will be mailed to the RRM for processing.

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

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

- The contractor will require its employees to conduct themselves professionally and in a manner that creates and maintains respect for the RRC, BOP, DOJ, and the U.S. Government.
- The contractor will require its employees to avoid any action that might result in, or create the appearance of,

adversely affecting the confidence of the public in the integrity of the RRC, BOP, DOJ and U.S. Government.

- The contractor will require its employees to uphold all ethical rules governing their professions, including compliance with applicable licensing authority rules.
- The contractor will prohibit its employees from using or possessing illegal drugs or narcotics. The contractor will prohibit its employees from abusing any drugs or narcotics. The contractor will prohibit its employees from using alcoholic beverages and being under the influence of alcohol while on duty, present in the facility, or immediately before reporting for duty. The contractor will indicate to contractor's employees that when a contractor's employee's blood alcohol content level is 0.02 percent or greater he or she will be considered to be under the influence of alcohol.
- The contractor will prohibit its employees from showing partiality toward, or becoming emotionally, physically, sexually, or financially involved with residents, former residents, or the families of residents or former residents. Chaplains, psychologists, and psychiatrists may continue a previously established therapeutic relationship with a former resident in accordance with their respective codes of professional conduct and responsibility.
- The contractor will prohibit its employees from engaging in sexual behavior with a resident. The contractor will indicate to its employees that regardless of whether force is used or threatened, there can be no "consensual sex" between contractor's employees and residents. Sexual misconduct is illegal and a violation of federal law.
- The contractor will prohibit its employees from offering or giving a resident, or a former resident, or any member of a resident's family, or to any person known to be associated with a resident or former resident, any article, favor, or service, which is not authorized in the performance of the contractor's employee's duties. The contractor will prohibit its employees from accepting any gift, personal service, or favor from a resident or former resident or from anyone known to be associated with or related to a resident or former resident. The Contractor's Employee Standards of Conduct will clearly state that this staff prohibition includes any involvement with a resident's family members or any known associates of a resident.

- The contractor will prohibit its employees from showing favoritism or give preferential treatment to one resident, or a group of residents, over another resident.
- The contractor will prohibit its employees from using profane, obscene, or otherwise abusive language when communicating with residents, fellow employees, or others. The contractor will require its employees to conduct themselves in a manner that is not demeaning to residents, fellow employees, or others.
- The contractor will prohibit its employees from having any outside contact with a resident, ex-resident, resident's family or close associates, for a period of one year from the last day of the resident's sentence or supervision, whichever is later, except those activities that are an approved, integral part of the RRC program and a part of the employee's job description.
- The contractor will prohibit its employees from engaging in any conduct that is criminal in nature or which would discredit the RRC, BOP, DOJ or U.S. Government. The contractor will require its employees to conduct themselves in a manner that is above reproach. The contractor will require its employees to obey, not only the letter of the law, but also the spirit of the law while engaged in personal or official activities.
- The contractor will require its employees charged with, arrested for, or convicted of any felony or misdemeanor, to immediately inform and provide a written report to the Facility Director. The Facility Director will immediately report the incident to the COR.
- The contractor will prohibit its employees from using brutality, physical violence, or intimidation toward residents, or use any unauthorized or inappropriate force.
- The contractor will prohibit its employees from engaging in inappropriate supervisor/subordinate relationships, to include but not limited to, emotional, sexual, financial or physical relationships.
- The contractor will prohibit its employees from possessing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in the facility or while on duty. The contractor will also prohibit contractor’s employees from storing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in vehicles under their

control, parked on or adjacent to the facility. Residents will not possess or use any of these items at any time.

- The contractor will prohibit any of its employees who are suspected of violating the contractor's Employee Standards of Conduct from contact with federal residents until a disposition is made by the COR.

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

B. The contractor will not conduct an investigation of any misconduct allegation without the COR's approval. This includes questioning the subject of a misconduct allegation. The contractor will advise all employees they are subject to a government investigation if an allegation is made concerning any matter affecting the interests of the Government. (The procedures outlined in this paragraph do not limit the contractor's ability to notify the appropriate law enforcement agency of any suspected criminal violations. In the event of any misconduct involving criminal behavior appropriate law enforcement agencies should be notified immediately with notification to the BOP as soon as possible after the incident).

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

Investigative authorities include, but are not limited to, investigations conducted by the Department of Justice, (e.g., the Federal Bureau of Investigation, U.S. Marshals Service, Office of the Inspector General, Office of Professional Responsibility, BOP Office of Internal Affairs, BOP Special

Investigative Agent, BOP Special Investigative Supervisor, Equal Employment Opportunity Investigator) and others (e.g., Department of Labor, Office of Personnel Management, U.S. Government Accountability Office), or any other agent or agency the COR authorizes or directs to conduct an investigation.

C. The contractor will report any allegation, violation, or attempted violation of the Contractor's Employee Standards of Conduct immediately by telephone to the COR. The contractor will subsequently report in writing to the COR, within one business day after becoming aware of the incident. The contractor will not restrict any contractor's employee or resident from reporting misconduct directly to the BOP. The contractor will not retaliate against any contractor's employee or resident who reports misconduct.

Following the investigation(s), and if allegations are sustained, the contractor will indicate, in writing, to the COR the contractor's proposed plan of corrective action for the COR's approval. The COR has the right to determine if the contractor's employee may continue to work with federal residents. A summary of the investigative findings may be disclosed by the Bureau to the contractor's authorized negotiator.

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

D. The contractor will not employ any individual who is under the supervision or jurisdiction of any parole, probation or correctional authority. Persons with previous criminal convictions who are not under supervision may be considered for employment; however, the COR reserves the right of approval in such cases.

E. The contractor will have a written policy to prevent conflicts of interest that specifically states; no employee may use his or her official position working with federal residents to secure privileges or advantages in the facility or in the community.

F. The contractor will operate a facility which provides the highest degree of safety for residents and contractor's

employees. The contractor will specifically define when contractor's employees may use force against residents. The contractor will prohibit contractor's employees from using excessive force to control a situation. The contractor will immediately report any instance of the use of force to the COR. The contractor will submit in writing, within one calendar day after the incident, a written report to the COR.

6. SEXUAL ABUSE PREVENTION - The contractor has the responsibility to provide a working environment that is free from sexual harassment and intimidation in accordance with Title VII of the Civil Rights Act of 1964, as amended. Sexual abuse/assault/misconduct is verbal or physical conduct of a sexual nature directed toward a resident or employee by another resident, employee, or volunteer of the facility. The contractor will ensure that policy prohibits sexual abuse/assault/misconduct by employees against federal residents or other employees.

The contractor will meet all requirements, elements and protocols of P.S. 5324, Sexually Abusive Behavior Prevention and Intervention Program. Written policy, procedure, and practice will provide that all staff receive the facility's sexual abuse/assault/misconduct prevention and intervention program training during employee orientation and on an annual basis as part of the facility's in-service training plan.

7. P.L. 108-79, Prison Rape Elimination Act of 2003 (PREA), seeks to eliminate sexual assaults and sexual misconduct of residents in correctional facilities to include all community-based facilities. The contractor must maintain a zero-tolerance standard for sexual abuse. A specific policy that addresses PREA compliance will be maintained by the contractor. The facility must be in full compliance with PREA standards that apply to Community Confinement Facilities. The PREA coordinator must be designated in writing and submitted to the BOP prior to the contract performance date. In accordance with provisions of PREA, the contractor must be audited by a certified PREA compliance auditor. Copies of all audit materials, including working papers, report and certification of compliance, will be provided to the BOP. All PREA incidents should be referred to the appropriate Law Enforcement Agency and RRM staff as soon as possible after staff become aware of the incident.

8. DRUG FREE WORKPLACE - The contractor will implement and follow P.S. 3735, Drug Free Workplace. This program provides a mechanism for employee assistance and employee education regarding the dangers of drug abuse.

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

Volunteers are private citizens or students, age 18 or older, who provide a variety of unpaid services which would not otherwise be performed by a paid employee. The contractor will have all volunteers complete the BOP form, "Application for Volunteer Service," and send the form to the RRM. The contractor will provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteer Manual."

All volunteers who provide services in the RRC, at a minimum, must undergo a criminal history check prior to working with federal residents. For a volunteer to provide one-on-one counseling or work with small groups of residents (three or less), the volunteer must undergo a full criminal history check and fingerprinting.

Paid contracting staff will provide intermittent supervision of the volunteers, who have not had a full criminal history check, while they are providing services in the facility. Supervision is direct observation by a staff member, at a minimum every 30 minutes.

10. STAFF AND VOLUNTEER ROSTERS - The contractor will submit a typed, alphabetical staff roster each month, to be included with the monthly billing. This roster must include the employee's complete name, title, full or part-time status, and the date they began working with federal residents. Volunteers should be listed separately, indicating the type of volunteer work being done (e.g., AA, NA, religious, etc.).

CHAPTER 3 - FACILITY

1. COMPLIANCE - The facility will comply with the most current local, state, and national health, safety and environmental laws, regulations, Executive Orders, and building codes. In the event local, state, and national codes conflict, the most stringent will apply. The contractor will adhere to the requirements of: the Architectural Barriers Act of 1968 as amended (an alternative location off site may be proposed for housing residents with disabilities if it meets this act); Rehabilitation Act of 1973 as amended; U.S. Food and Drug Administration (FDA), Food Code; Occupational Safety and Health Administration (OSHA) General Industry Standards; American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Published Standards & Guidelines; American Society of Sanitary Engineering Standards; International Plumbing Code; 16 CFR §1632 or 16 CFR 1633, Standard for the Flammability of Mattresses and Mattress Pads (FF 4-72, Amended) Current Edition; Flammability Standard DOC-FF-472; California State Technical Bulletin 106; all National Fire Protection Association Codes and regulations with emphasis on Chapter 101; and any other codes or regulations indicated in the SOW. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

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

2. FLOOR PLANS - The contractor will submit to the RRM for approval any request to change the floor plan from what was approved in the contract. The contractor will maintain and make available an accurate floor plan on-site at all times for the inspection of the BOP. The architectural floor plans, drawn to scale by a computer aided drafting design program (no hand drawn and/or handwritten plan or matrix will be accepted) shall be legible and denote all required elements described below:

Room identification indicating what the room is used for and room number to include separate sleeping, bathing, and toilet areas by gender (i.e. office, closet, mechanical, dorm).

Furniture layout including maximum allowable beds in sleeping rooms. Beds shall be easily identifiable if the bed is a single or bunk bed.

Location and number of sinks, toilets, and showers,

- Location and number of washers and dryers,
- Means of egress elements shall be easily identified (i.e. ramps, stairs, doors etc.).
- The proposal shall be in compliance with all of the requirements of the Architectural Barriers Act (ABA). This includes identifying required floor space clearances for accessible routes, toilets, showers, sleeping rooms, and compliant wash basins areas on the architectural floor plans.
- A matrix table showing actual interior square footage of meeting rooms, cafeteria, dayrooms, and sleeping rooms.
- A matrix table detailing furniture sizes and calculations to ensure a minimum of 25 continuous square feet of unencumbered space per occupant in the sleeping rooms
- Identification of sleeping rooms/dorms to be used for BOP male and female residents and which rooms will NOT accommodate the required 25 continuous square feet of unencumbered space for BOP residents.
- If any renovations/additions are planned, provide "as built" architectural drawing(s) and proposed architectural drawings depicting renovations.
- The contractor will indicate separate sleeping, bathing, and toilet areas by gender on the architectural floor plans and will have a written plan outlining procedures to maintain separation by gender.
- Identified location(s) for quarantine isolation areas in accordance with the pandemic plan.

3. LOCATION - The facility will not be part of a building in which any other business shares space and could be construed as a conflict of interest to the mission of a community-based correctional facility. For example, it would be inappropriate to share space with a business which serves alcohol. If the facility is of joint use, the contractor will describe the nature of the business(es) occupying all contiguous space. The Bureau reserves the right to have the final decision in determining potential conflicts of interest. The BOP strictly prohibits the use or possession of alcohol in the contract facility. The contractor will ensure the building is

appropriately zoned. The contractor will maintain a permit from the local or state enforcement body or authorized representative having jurisdiction to operate. The contractor will make these documents available on-site and to the BOP upon request.

The contractor will make all efforts to locate the facility within one mile of public transportation. The contractor must provide, at no cost to the resident, transportation, or public transportation vouchers, for all residents (who lack personal transportation) to seek employment, and participate in recommended program activities until such time as the resident obtains his/her first paycheck from employment, no longer meets the definition of indigent, or is able to provide for their own transportation. Upon arrival at the RRC, all residents must be provided with maps of local public transportation options. Transporting of residents in a staff member's private vehicle should only be done in unusual circumstances and with the Facility Director's approval. The staff member must be licensed and insured in accordance with state laws. When issuing transportation passes to residents, the contractor must factor in the distance to/from public transportation and travel time into the pass time allotted.

4. PLANT REQUIREMENTS

A. Air Circulation - The facility's sleeping rooms will have adequate ventilation of outside or re-circulated filtered air complying with ASHRAE Standard 62, ACA and Environmental Conditions. Prior to the preoccupancy inspection, the contractor will provide documentation from an independent certified third party inspector, certifying adequate natural or mechanical ventilation is present. The contractor will provide the BOP with a newly certified independent third party inspection with each new contract. Third party measurements will indicate total CFMs in each sleeping room. A minimum of 15 CFM will be required per resident located in each sleeping room if the HVAC system is ducted. Thermostats shall be programed so the fans are continuously running for sleeping areas for continual air flow. Fresh air and filtration requirements shall also be ensured. Inspections must be completed no more than nine months prior to the Pre-Occupancy Safety Inspection.

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

documented as part of the independent inspection of the electrical system by a certified contractor (see Chapter 6 - Electrical Safety). A copy of the certified contractor performing the electric system inspection will be attached to the report.

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

The contractor will provide each resident with a bed and one closet or locker which provides for adequate space and is adjacent to or located in their sleeping area for the storage of personal items. Beds and chairs shall accommodate the weight of the resident. Adequate space means an area which provides a reasonable person enough room to store personal clothes and hygiene articles. The contractor will provide residents with a means, such as a padlock, to secure their property. The contractor will always have instant access to all closets and lockers for reasons of security and safety.

Facilities housing both males and females will provide for separate sleeping, bathing, and toilet areas by gender. In such facilities, the contractor will indicate separate sleeping, bathing, and toilet areas by gender on the architectural floor plans and will have a written plan outlining procedures to maintain separation by gender.

The contractor will provide appropriate space and furnishings inside the facility that afford a reasonable amount of privacy, as well as adequate staff supervision for counseling sessions, group meetings, and visitation. A dining room will be provided which accommodates the majority of the residents to eat at one time. If the dining room cannot accommodate the entire proposed population, the contractor must provide a dining schedule for approval by the RRM.

All contracts providing services to the Federal Government must meet the Architectural Barriers Act of 1968 (ABA), which

requires that certain buildings owned, occupied, leased or financed by the Federal Government be designed, constructed or renovated so as to be accessible to, and useable by people with physical disabilities. This includes designated accessible bathrooms and/or sleeping rooms that do not require staff to escort and/or lock/unlock for use. The Uniform Federal Accessibility Standards (UFAS) are the technical guidelines used to comply with the ABA. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The Rehabilitation Act of 1973 prohibits federal agencies and their grantees and contractors from discriminating against people based on disability in employment, programs, and activities. There are two applicable sections under this act, Sections 502 and 504. Section 502 established the Architectural and Transportation Barriers Compliance Board (ATBCB) to ensure enforcement of the ABA, and accessibility standards for federally owned, occupied, or leased buildings or facilities.

Section 504 prohibits discrimination against qualified individuals with disabilities in federally funded programs and activities. The Department of Justice's Civil Rights Division is responsible for ensuring compliance with this section.

D. Lavatory - A facility will have at least one operable toilet for every eight residents (urinals may be substituted for up to one-half of the toilets in male lavatories), one shower (or bathing area) for every eight residents, and one wash basin for every six residents. If the facility houses both male and female residents the lavatory accommodations for the females will be separate from the males and meet ratios specified above for each number of residents of each sex. At least one accessible handicap shower, toilet, and wash basin will be provided for each sex.

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

E. Laundry - Laundry facilities will be available to all residents. The contractor will provide one operable washer and dryer for every 16 residents in the facility or through a

community establishment within one mile of the facility. Residents are responsible for the cost of laundering their personal clothing items. The contractor will provide indigent residents with laundry tokens (or equivalent) and detergent until they receive their first paycheck and no longer meet the definition of indigent. The contractor will provide laundering services for facility provided linens at no cost to federal offenders.

Computer Access - The contractor will provide access to computer/internet technology, to include printers, to assist residents with education, employment, reconnecting with family members and communities, and other reentry preparation via electronic mail. Access will be provided at no cost to the resident. Access to these resources should be sufficient to pursue education and employment opportunities and correspond with potential educators or employers without limitation or hindrance, unless by court order. Contractor will provide a minimum of one internet-enabled computer for every 20 residents. The number of computers required is determined by totaling the estimated maximum number of in-house beds and the estimated maximum number of home confinement placements. Contractors are responsible for ensuring the printers provided allow for adequate resident access based on the number of computers.

F. Room Temperature - The contractor will maintain the facility temperature at a level appropriate for the season in accordance with 41 CFR 101-20.107 Federal Property Management Regulations and ASHRAE Standard 62 (American Society of Heating and Air Conditioning Engineers).

G. General - The performance site will not operate as a hotel or motel. Living quarters should be geared toward reentry and independent living.

The interior of the contract facility will be non-smoking, and signs will be conspicuously posted indicating this requirement. The contractor may designate smoking areas outside the contract facility 10 to 25 feet away from all entrances and exits, and must be in compliance with all local restrictions or ordinances.

H. Drinking Fountains - The contractor will ensure all drinking fountains are maintained in accordance with the ABA and the Clean Water Act.

I. Telephone – The contractor will provide the offenders telephone service which is accessible on the facility's premises. The use of pay telephones is acceptable. An adequate number of telephones shall be accessible to all residents, 24 hours a day, 7 days a week.

CHAPTER 4 - LIFE SAFETY

Any structure used to house federal residents must meet specific fire and safety standards before it can be approved by the BOP. In applying these standards, the safety and welfare of both staff and residents must be considered. The contractor will maintain an acceptable level of fire and life safety by complying with the most current fire safety codes, standards, and regulations set forth by the National Fire Protection Association (NFPA), BOP policies, and other local, state, and federal entities. The BOP will be considered the Authority Having Jurisdiction (AHJ).

Prior to the pre-occupancy inspection, the contractor will provide documentation from an independent certified third party NFPA Life Safety subject matter expert certifying the facility is in compliance with the most current version of the NFPA codes and standards. This independent inspector cannot be a local municipality, city or state official, and must be conducted in accordance with the most current version of the NFPA 101 Life Safety Code. Additionally, compliance with NFPA inspections, such as those required in NFPA 10, 25, 72, etc., will be requested by the BOP, but are not to be replaced with the requirement of a complete NFPA 101 Life Safety Code inspection. The certified third-party inspector must, at minimum, possess the most recent NFPA 101 Life Safety Code certification. A copy of the certification and/or licensure of the certified contractor performing the NFPA 101 Life Safety inspection will be attached to the report. Final approval is at the discretion of the AHJ. The contractor will provide the BOP with a newly certified independent third-party inspection with each new contract. Inspections must be completed no more than nine months prior to the Pre-Occupancy Safety Inspection.

The contractor will also comply with the most current version of the following California State Technical Information Bulletins, published by the California Bureau of Home Furnishings and Thermal Insulation (BHFTI): Bulletins: 106, 116, 117, 121 and 133. The facility will be protected throughout by an approved automatic sprinkler system in accordance with NFPA standards, BOP policy, and other applicable codes and standards. The BOP reserves the right to act as the (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

1. INSPECTION - The contractor will maintain current building inspections conducted annually by the local or state authority having jurisdiction per the NFPA, OSHA and BOP policy requirements. Inspection reports will be retained and made available to the BOP to indicate the inspections were completed in a timely and appropriate manner. Annual inspections include, but are not limited to, fire suppression system, fire extinguishers, (kitchen) hood suppression system, etc. This does not include required weekly, monthly, or any other required time sensitive inspection(s).

   The BOP reserves the right to conduct inspections to verify compliance to all annual certifications and local/federal codes.

   FIRE EVACUATION AND EMERGENCY PLANS - The contractor will maintain current written emergency plans. The contractor will train all staff in emergency procedures within one week of their initial employment. In addition, the contractor will include emergency training in annual refresher training for all staff.

   The contractor will document all training in the staff member's personnel file.

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

   The contractor will ensure all emergency contact telephone numbers and addresses are up-to-date and valid. The plans will identify potential emergency situations such as a fire or major emergency (including man-made and natural disasters) and outline appropriate action which ensures resident accountability and safety. At a minimum, the plans will include instructions for the following:

   - Staff shall immediately notify the fire department by telephone for emergency response teams regardless of fire alarm system configuration or automatic dialer. (911);
   - Facility and community search for missing residents;
   - Automated information backup procedures (if needed);

- Utility services interruption (e.g., water, gas, power);
- Off-site evacuation location in case facility is uninhabitable;
- Procedures in the event of man-made or natural disasters;
- Evacuation routes and procedures;
- Notification of authorities, including internal and external; and
- Control or extinguishment of a small fire.

A. Diagramed Evacuation Routes and Drills - The contractor will post diagramed evacuation routes at a conspicuous location on every floor or level of the facility. The contractor will not use the site and floor plan for this requirement. The evacuation diagram will be by a computer aided drafting design program and contain no handwritten or hand drawn labels/markings.

A diagramed emergency evacuation route will identify "You Are Here" location and be compatible with the floor plan. This diagram will also show the exterior areas around the facility and indicate outside areas of the facility (for example, but not limited to, street names and/ or neighboring buildings) used as assembly points or other areas of safe refuge during an emergency evacuation or drill.

The diagram will include the location of building exits, fire extinguishers, pull-stations, first aid supplies, meeting area(s) (outside), and area(s) of safe refuge (interior). Floor evacuation diagrams shall reflect floor arrangement and be properly oriented.

The contractor will review all emergency and evacuation procedures, including diagramed evacuation routes, with each new resident upon arrival. Emergency procedures should be documented during the initial orientation process.

The contractor will conduct an evacuation drill at a minimum of one drill during each shift each quarter (a minimum of three drills). The contractor will document each drill which will include the staff members name who simulated calling emergency services, how the evacuation alarms were activated, date and time of the drill, amount of time taken to evacuate the building, evacuation path used, number of staff and residents participating, and comments.

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

Facility staff as designated by the Facility Director will be trained and knowledgeable in the operation of the fire alarm system. A trained staff member will be on duty at all times.

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

FURNISHINGS - Combustible and flammable fuel load sources will be kept to a minimum to prevent the possible spread of fire. The contractor's furnishings will meet the standard test requirements in the California State Technical Information Bulletins. The use of plywood in any circumstance is not authorized. Mattress must be of proper size and fit for the beds/bunks they are being used for.

All mattresses mattress pads, and pillows throughout the facility will meet the Flammability Standard DOC-FF-472, Federal Flammability Standard 16 CFR §1632 or 16 CFR 1633 and BOP policy. The contractor will maintain documented compliance of this requirement. Damaged, torn, cracked, or ripped mattresses, mattress pads, or pillows must be replaced. Patching, re-stuffing, or the repairing of any mattress, mattress pad, or pillow is not authorized.

Interior furnishings such as window covers, curtains, sofas, chairs, etc., will meet the requirement of all NFPA standards and BOP policy. These are to be considered minimum requirements. These furnishings will be maintained, replaced, per manufacturer’s recommendations.

The contractor will maintain documentation of compliance with current NFPA standards, BOP policies, and other local, state, and federal entities.

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

EMERGENCY LIGHTING - Where required, NFPA approved emergency lighting will be installed in the event normal electrical lighting is disrupted. Normally, emergency lighting will be located at exit points and midway down hallways to assist occupants in exiting the facility in an emergency situation. These emergency lights shall be tested on a monthly basis for a minimum of thirty seconds (logged, visual test, not exceeding 30 days between tests) and on an annual basis for an hour and a half with a final reading of at least 0.06 foot candle (logged, functional test). The contractor must maintain a log documenting the testing of emergency lights. Emergency light testing will also be part of the independent inspection of the electrical system by a certified contractor (See Chapter 6 - Electrical Safety)

CHAPTER 5 - SANITATION & ENVIRONMENT

1. SANITATION - A well-defined sanitation and housekeeping plan is of utmost importance for the protection of health and well-being. In addition, proper sanitation throughout the facility complements fire and pest control efforts. Failure to maintain an aggressive program results in preventable accidents, injuries, and personal liability. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

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

   The housekeeping plan will assign specific duties and responsibilities to staff and residents. The plan will address the following standards and activities:

   - The facility and surrounding area will be kept clean and in good repair at all times.
   - Sidewalks leading from the exits will always be clear of materials, debris, ice, and snow.
   - The contractor will document weekly sanitation and safety inspections of all internal and external areas and equipment. Documentation will indicate corrective action to be taken on discrepancies found during these inspections. The action will be completed in a timely manner and will be documented and made available for BOP inspection upon request.
   - Waste containers will be of noncombustible or flame-resistant material capable of extinguishing smoke and flame.
   - Filters on furnaces and ventilation systems will be exchanged and kept clean per manufacturer's requirements. The contractor will not allow the ventilation system ducts and vents to accumulate excessive dust and dirt build-up.
   - The contractor will equitably assign general housekeeping chores of common areas to all residents.
   - Increased sanitation measures in times of flu outbreaks and/or pandemics, in accordance with the pandemic plan.

Residents are not permitted to perform work for the contractor,

except as part of the sanitation and housekeeping plan. The contractor will require residents to maintain high sanitation in their living areas. This includes sweeping and cleaning sleeping areas, recreation and day rooms, bathrooms and showers, passages and hallway areas. "Extra Duty" to clean an area of the facility may be imposed for minor rule infractions in accordance with the chapter on discipline. The contractor will not use residents in lieu of paid workers.

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

CHAPTER 6 - ELECTRICAL SAFETY

The contractor will comply with all local, state, and national electric codes to include the National Electric Code (NEC), OSHA standards, and BOP policy. In the event local, state, and national codes conflict, the most stringent will apply. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

Prior to the preoccupancy inspection, the contractor will provide documentation of an independent inspection of the electrical system by a certified contractor. Inspections must be completed no more than nine months prior to the Pre-Occupancy Safety Inspection. Inspection documentation results will be a detailed report certifying the following at a minimum: all GFCIs are in good working order; receptacles are not loose in the wall or worn unable to properly hold electrical cords/devices; wiring of receptacles/branch circuits is correct; branch circuits are not overloaded; electrical indexes are correctly labeled; interior panel board terminations have been torqued to manufacture recommendations and preventive maintenance has been conducted; exterior and interior grounding systems/conductors are installed and maintained according to the NEC; transformers have had preventive maintenance conducted; emergency lighting/exit signs are installed and maintained according to the NFPA and all personal living and sleeping areas in the facility meet the lighting requirements as set forth in the most current and subsequent issues of the ACA Standards for Adult Community Residential Services. A copy of the certified contractor performing the electrical system inspection will be attached to the report. The contractor will provide the BOP with a newly certified independent third-party inspection with each new contract.

1. GROUND FAULT CIRCUIT INTERRUPTER (GFCI) - The contractor will use GFCIs on all 110-volt single phase outlets within 180 centimeters (5.9 feet) of a water source. GFCI outlets are also required in areas setup as kitchen-type countertops. This includes, but is not limited to tables being used to house mini-refrigerators, microwaves, coffee makers, and water coolers. GFCI wiring will be 14-gauge with ground. Standard wiring is usually 12-gauge with ground.

2. PANEL BOX – Interior electrical panel box covers will

contain an accurate directory. The directory will reference the disconnecting means of electrical equipment, such as the breaker switch, and indicate the area which it controls. The directory will be legible and easily recognizable. The outside of the electrical panel box must contain either a numeric or alpha indicator near the top of the panel to identify the different boxes in a room. Office materials and equipment cannot be stored in an electrical room.

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

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

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

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

7. ELECTRIC SAFETY - The following electrical safety standards will apply:

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

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

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

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

8. An Electrical Maintenance Program (EPM) shall be established.

The EMP shall establish procedures and intervals for the servicing, inspection, and testing of the requirements of Chapter 6. The EMP will be in accordance with the manufactures recommendations, NEC, ANSI, BOP policy and other local, state and federal entities, as applicable. Documentation of the program will be made available upon request to the BOP.

CHAPTER 7 – HAZARDOUS COMMUNICATIONS/CHEMICAL CONTROL

The contractor will establish and use a written plan for the storage, issuance, handling, and accountability of all chemicals, to include hazardous, toxic, caustic, and flammable materials, and personal protective equipment (PPE) in the facility. Hygiene items are exempt from the Hazardous Communication program. Aerosol spray cans are not considered to be pressurized containers. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The contractor will also address universal precautions in regard to blood and body fluids. All body fluids are to be considered as potentially infectious. The contractor will maintain a body fluid clean-up kit in the facility.

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

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

The contractor will be responsible for and will indemnify and hold the Government harmless for any and all spills, releases, emissions, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. Therefore, for the purposes of any environmental statute or regulation, the contractor will be considered the "operator" for any facility utilized in the performance of the contract, and will indemnify and hold the Government harmless for the failure

to adhere to any applicable law or regulation established to protect the human or physical environment. The contractor will be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge is performed by the contractor, its agent or designee, a resident, visitor, or any third party.

If the contractor spills or releases any substance into the environment, the contractor will immediately report the incident to the CO through the RRM. The liability for the spill or release of such substances rests solely with the contractor and its agent.

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

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

All residents will receive training during intake screening. The contractor will document all training.

Training, for both contractor staff and residents, will include:

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

Hazard Communication Safety Data Sheets (SDS) - When using an identified hazardous material, or any chemical material, the

contractor will obtain and maintain the SDS (OSHA form 3493-02) or its equivalent for that material. SDS forms will be maintained and readily accessible to staff and residents. The SDS form lists information about the storage, use, and disposal of the material and those requirements will be followed. A staff member will be assigned to review chemical storage and use; to include an annual review of all SDS forms to ensure accuracy and that they are current. Staff will document this review and make it available to the BOP upon inspection.

2. MANAGEMENT - The contractor will provide a method of accountability and supervision for chemicals and hazardous materials. Employees will continually demonstrate to residents the proper use of these materials. Resident personal hygiene items are exempt from this requirement.

NOTE: Flammable materials such as, but not limited to, gasoline, kerosene, propane, and paint thinner will be stored outside of the main facility. These items will be stored in a proper storage container and/or area, unless otherwise indicated by the authority having jurisdiction.

If chemicals and associated materials (ex., PPE, cleaning brush, etc.) are issued to a resident for authorized use, the resident will:

- Sign and date an acknowledgement specifying they understand the proper use and potential health hazards of the chemicals and associated materials received, and
- the type of chemicals and associated materials received, to include the amount of chemicals and associated materials received.

Upon the return of chemicals and associated materials to the contractor, the resident will:

- Sign they have returned all chemicals and applicable associated materials issued to them.

The contractor will sign and date to attest for chemicals and associated materials issued and returned by the resident.

The contractor will provide adequate supervision required for all chemicals and hazardous materials. The SDS form will outline the precautions to be used for each chemical.

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

All secondary containers in the RRC shall have a label with the following information: Product Identifier (Name of the Chemical); Signal words (Danger or Warning or None, depending on the Hazards of the Chemical); Pictograms (Nine different pictures that Display Specific Hazards); Hazard Statements (Physical, Health or Environment Hazards); Precautionary Statements (General, Prevention, Response, Storage & Disposal); and Company Information (Manufacturer and/ or Distributor Information).

CHAPTER 8 - PEST CONTROL & WASTE MANAGEMENT

1. PEST CONTROL - The contractor will provide for vermin/pest control and disposal. Control and accountability of pesticides and rodenticides are mandatory. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

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

The contractor will ensure all windows, doors, window style air conditioning units, cracks, and holes in and outside the building, will be properly sealed to minimize the entrance of pests.

The contractor will post a notice 24 hours in advance notifying residents of the application of pesticides. This notice will include the type of pesticide used and will remain posted 24 hours following the application of the pesticide.

If the contractor subcontracts an outside pest control company to perform pest control services for the facility, the pest control company must provide SDS forms for all pesticides to be applied at the facility. In addition, after the application, the pest control company must inform the RRC in writing regarding what pesticide was applied and the amount used.

2. TRASH REMOVAL - The contractor is responsible for all trash removal. The contractor will provide noncombustible containers in such sizes and quantities needed for sufficient trash collection. Trash will be removed at least daily from inside the facility. The contractor will ensure all garbage is removed from the facility property in such a manner to ensure sanitation and to prevent accumulation, odors, and pest control problems.

CHAPTER 9 - REFERRAL AND INTAKE PROCESSING

The contractor will have written policy and procedures governing resident referral and intake processing.

It is the philosophy and policy of the Bureau of Prisons that all inmates are afforded the opportunity for community placement; including but not limited to, sex offenders, violent offenders, arsonists, etc., in RRCs. Policies which may restrict the placement of inmates within community facilities are subject to the interpretation of the BOP, who is the determining agency for placement in community facilities.

The contractor will accept all inmates for placement at the facility and manage any inmate referred by the RRM. In cases where local and/or state laws or ordinances do not allow for placement of a specific type of referral, the contractor will submit written justification to the RRM who will determine if the justification is in compliance with the technical proposal. Acceptance of a federal inmate under this contract not referred by the RRM may result in non-payment or other negative contract action. The contractor is responsible to immediately communicate with the RRM any changes in local, state, or other ordinances, laws, regulations, etc. which may impact their ability to house all inmates during the life of this contract.

1. REFERRALS - The RRM will forward a referral packet (electronically or via mail) to the contractor requesting a specific placement date. If the placement date is within the next 30 days, the contractor must respond within two working days. If the placement date is more than 30 days from the date the referral is received, the contractor must respond within five working days. If the requested acceptance date is not granted, a written justification must be provided to the RRM.

A. Acceptance - The contractor will provide notification of acceptance to the RRM confirming the reporting date. If the reporting date differs from the date in the referral packet, the contractor must obtain concurrence from the RRM before notifying the referring source of the acceptance.

1) Individuals transferring from a BOP institution - The contractor will send the notification of acceptance and the RRC rules and regulations to the resident in care of the Unit Manager as indicated in the referral packet.

2) Supervision cases - The contractor will provide the resident with copies of the acceptance letter, collection agreements, and RRC rules and regulations upon admission to the facility.

2. ADMISSION - Immediately upon a resident's arrival, staff will conduct a private interview with the resident to determine if there are any non-medical reasons the resident should be housed separately from the facility's offender population.

During the interview, contract staff will evaluate the general physical appearance and emotional condition of the resident and ask questions pertaining to both physical and mental health, ensuring that, at a minimum, the requirements on the *RRC Elements of the Medical Examination for Residents Committed Directly to the RRC*, Attachment B, Part 1, are met. Residents will be further screened for risk of victimization and abusiveness in accordance with PREA requirements. If after screening the resident is determined to be at risk of victimization or abusiveness, the RRM must be contacted to refer the resident for Community Treatment Services. It is important for the intake staff to ask the resident about medications (e.g., do they have any prescribed medication from the institution, how much, and are they in compliance with taking their medication). All information provided by the resident regarding medication will be confirmed with the medical referral document(s) and the Bureau Electronic Medical Record.If the resident is on prescribed medication, the contractor will initiate a process to ensure the resident receives his/her medication prior to the expiration of the current supply. The contractor is to ensure prescribed medication is controlled and distributed in accordance with the facility's written policy on prescribed medication.

In addition, during the interview, staff will inform the resident about the RRC rules and regulations to include the contact person(s) regarding incidents of sexual abuse/assault, discipline, curfew, and visiting.

The contractor will issue each resident one complete set of clean bed linens and towels. The contractor will provide for the exchange or laundering of these items on a weekly basis at no cost to the resident.

When an offender is indigent, the contractor will provide personal hygiene articles at no cost to the offender. Examples include soap, shampoo, deodorant, toothbrush, toothpaste, comb, razor and toilet paper. The contractor will also provide feminine hygiene products to female residents.

3. NOTIFICATION - The contractor will electronically transmit via the R3M (Email or facsimile transmittal is acceptable in the event the application is down, upon verification with the RRM) an admission/transfer/release activity form immediately for all inmate movement to the RRM indicating all arrivals/transfers/releases, including any during the evening hours, weekend, or holidays. If the reporting inmate is a supervision case, the contractor will, in addition, notify the appropriate USPO. Notifications must include full name, register number, and the time/date of arrival/transfer/release. All releases will also include the complete release address.

Accountability is paramount. Should a resident not arrive at the designated time, the contractor will immediately notify the RRM that the resident failed to report to the RRC.

There are instances of late arrivals where there are circumstances beyond a resident's control. In these cases, the contractor must verify the reason and notify the RRM immediately that the resident has arrived and reason he/she did not arrive by the designated time.

Any inmate committed to the BOP who fails to report to a contract facility for admission will be placed on escape status.

Residents housed at an RRC as a condition of supervision are ordinarily not in the custody of the BOP. These residents who leave without authorization have absconded from supervision rather than escaped from custody.

Determination of escape or abscond status rests with the BOP.

The contractor will process the following required documents and return them to the RRM within one calendar day of a resident's arrival. The contractor will maintain copies of all these documents in the resident's file.

A. Transfer Orders - For institution transfers, the contractor will sign and return the *Transfer Order (Return of*

Service) to the RRM within one business day of the resident's arrival.

B. Judgment/Commitment Order - The contractor will execute the Order immediately upon arrival of residents placed in BOP custody as a condition of probation. Staff must execute the certified Orders, and return one to the RRM and one to the U.S. Marshal (USM) of the sentencing district.

C. Fingerprints - At a minimum, key contractor staff will be trained in fingerprinting procedures. For institution transfers (BOP cases), the contractor will execute the *Authorized Unescorted Commitment & Transfers Identification Card* by fingerprinting the resident's thumb in the designated area immediately upon arrival. The contractor will forward the executed card to the RRM within one business day of the resident's arrival. It is critical staff compare the new thumb-print with the thumbprint on the card to verify the identity of the resident. Identification is also determined by comparing the resident with the photo on the card and questioning the resident about their name, date of birth, offense, and register number.

The contractor will obtain one set of fingerprints on direct court commitments. Fingerprints will be obtained immediately upon arrival and forwarded to the RRM.

The fingerprint cards will be forwarded to the RRM by the next business day.

D. Initial Intake Form - The contractor will complete the *Initial Intake Form,* (Attachment C) for each resident and place it in the resident's file.

E. Photograph - The contractor will digitally photograph each resident when they are admitted to the RRC and upload the photograph into the current bureau referral and population management application (R3M). The resident will be re-photographed if there is a significant change in his/her appearance during the RRC placement. This procedure will provide for a recent, clear means of identification, which is useful in subsequent matters of investigation, discipline, or escape.

F. Conditions of Residential Reentry Programs - Each resident must sign the BOP form *Community Based Program Agreement*. If a resident is transferred from a federal institution, this form should already be in the resident's file, signed by the resident. However, if the form is absent from the file, the contractor will have the resident sign the form and place it in the resident's file. This requirement is applicable to all residents.

G. Identification – Upon intake the contractor will ascertain from the resident if they possess a valid birth certificate and/or state issued identification card and will maintain related data. If the resident does not possess a state issued identification card, the contractor will assist and facilitate the resident in the process of obtaining a state issued identification, to include printing and completing necessary paperwork, mailing documents, providing transportation to the state department of motor vehicles, and facilitating appointments to obtain a birth certificate and other related documents necessary to obtain a state issued identification card.

H. Screening - All cases committed directly to the facility will receive a medical/mental health screening immediately upon arrival which will contain at a minimum all the requirements in Attachment B (Part 1). Special emphasis should be given to chronic health conditions such as diabetes, hypertension, and infectious diseases such as TB, HIV, hepatitis, etc., as well as any mental health concerns. The screening is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease.

The contractor will notify the RRM of those residents with immediate medical or mental health needs, and/or infectious diseases. The results will be documented, placed in the resident's file, and sent to the RRM. However, if a resident is suspected of having an infectious or debilitating health problem during the RRC initial screening, the contractor will arrange for an immediate examination within one calendar day after arrival.

I. Medical Examination - All cases committed directly to the facility will receive a medical examination, in accordance with Attachment B (Part 2), within 5 working days after arrival.

This examination is to identify any medical or mental health conditions which may require treatment.

NOTE: The complete health examination will include relevant diagnostic procedures as indicated in Attachment B (Part 1 & 2). All residents should be tested for TB (PPD test/read and, if positive, a chest x-ray), and any other infectious/communicable diseases if clinically indicated.

J. DNA Analysis Procedures - The DNA Analysis Backlog Elimination Act (DNA Act) requires the BOP to obtain DNA samples from all residents with qualifying offenses in order to comply with the DNA Analysis Backlog Elimination Act of 2000 (P.L. 106-546) and USA Patriot Act (P.L. 107-56). These laws require DNA samples to be obtained from residents convicted of all federal codes. Samples must also be obtained from qualifying D.C. Code felony offenders.

Residential Reentry Contract Facility Procedures for DNA Collection

Each contract facility will be responsible for arranging the collection of DNA samples from adult residents whom the RRM has identified as requiring testing. These residents include:

- RRC residents, including direct court commitments;
- Residents on home confinement;
- Residents housed in state facilities; and
- RRC failures in a non-BOP facility (e.g., jail).

Only residents who are serving terms of imprisonment with the BOP need to be evaluated for DNA sample collection.

Steps for DNA Sample Collection:

1. Identification of Residents

The servicing RRM office will provide each contractor with a *Request for DNA Collection Letter*, Attachment D, requesting the collection of DNA samples on any resident identified as requiring DNA testing.

2. Collecting DNA Samples

Once the RRM office identifies a resident requiring DNA testing, they will forward Attachment D, requesting the collection of the DNA sample, the swab kit, and a *DNA Fact Sheet*, Attachment E, to the contractor.

- Upon receipt of Attachment D, the contractor will contact BOP staff to obtain the resident DNA number for inclusion on the Request for National DNA Database Entry cards. Upon receiving the assigned resident DNA number, contract staff have 24 hours to obtain the DNA sample from the resident. (NOTE: Strict accountability of DNA numbers must be maintained to ensure that proper/assigned numbers are provided with the correct resident DNA sample.)
- Once a DNA number is placed on a kit and the collection is completed, the kit will be sent directly to the FBI by the contractor within 24 hours of collection.

Refusals to Submit a DNA Sample

- In the event a resident refuses to submit DNA to the contractor taking the sample, the resident should be counseled regarding the obligation to provide a sample. Should the resident continue to refuse, the contractor will contact the RRM.
- Residents who refuse DNA testing may be designated to an appropriate BOP facility in order to obtain the DNA sample.

Training

Instructions for the use of the Buccal Swab Kit are included with each kit. Additional training to include pamphlets and an instructional video are available on the manufacturer’s website.

CHAPTER 10 - PROGRAMS

The contractor will make use of, and rely upon information provided by the BOP regarding the risks and individual needs of each resident.

1. RESIDENT CASE MANAGEMENT

A. Individualized Program Plan (IPP)

Within 10 calendar days of the resident's arrival at the RRC, Case Managers, in consultation with the EPS, will complete the IPP, using Attachment F or subsequent revisions. (NOTE: Bureau of Prisons may elect to develop and implement the Individualized Program Plan as part of R3M. Upon implementation it is required that the contractor utilize the individualized program plan within R3M). The IPP is the "roadmap" for the resident's case management while at the RRC. The IPP will address all of the resident's needs and risks identified in the information provided by the BOP and by the RRC. Nearly always, the resident has needs greater than employment (e.g., further educational and vocational training, mental health treatment, assistance in reintegrating with family, etc.)

The contractor will clearly identify in the IPP how they will prioritize and assist the resident in addressing elements of the IPP, to include specific program activities and a time table for achievement of these goals. The IPP must be loaded into R3M after every bi-weekly plan update in .pdf format.

B. Progress Reviews (PR)

Within two weeks of the IPP completion, the contractor will begin conducting biweekly Progress Reviews with the resident. The PRs must have substance and indicate the resident's progress or lack of. These IPP progress notes will be documented in Attachment F. The PRs must be dated and signed by the staff member that authored the report and signed by the resident. The PRs must be used as the basis for the terminal report. The original signed copy will be placed in the resident's file.

C. Program Review Team (PRT)

The contractor will implement a multi-disciplinary team approach to determining resident program needs, and will monitor participation to encourage pro-social behaviors.

The PRT will consist of one or more representatives of each of the following: 1) Facility Director or caseworker; 2) the EPS; 3) treatment provider if the resident is a CTS participant; 4) BOP RRM staff; and 5) USPO. If the USPO, CTS treatment provider, or BOP staff is not able to participate in the PRT, the contractor will solicit their input regarding the resident's programming needs and goal completion.

It is the expectation the PRT will review the Individualized Program Plan and subsequent progress reviews as part of a comprehensive discussion of the resident's progress to date. At a minimum, the PRT will meet on a monthly basis. Documentation of monthly PRT meetings will be included in the resident file.

The contractor will provide all participants with a schedule of the PRT meetings, preferably two weeks in advance. BOP staff will participate when their schedules permit.

D. Program Planning and Progress:

It is the responsibility of the Case Manager to develop and coordinate reentry programs to ensure continuity of care for the resident and facilitate services for residents with special needs (e.g., sex offenders, significant medical and mental health issues, drug and alcohol use, and specialized female resident programming). This coordination will include consultation with the SCTC for treatment that is provided under CTS contracts. The SCTC determines which residents will participate in drug use, mental health, and sex offender treatment. The reentry programs to provide services for residents with special needs exclude the treatment provided by CTS providers.

Release of Information: In cases where a resident is participating in medical or mental health treatment outside of the facility, the contractor will ensure they obtain a release

of information from the resident and consult with the care provider for information to be included in the IPP.

Family Participation: The contractor will make every effort to include the resident's family members/significant others in the reentry program planning process, including permitting members of a resident's family to attend any RRC orientation. The purpose is to cultivate a network of support for the resident's return home; therefore, family is defined broadly and may include extended family members, partners, close friends, or mentors. Contractor must clearly post visiting hours, which must include multiple weekday evenings (after 6:00pm) and weekend time. Residents must be given a copy of the contractor's visiting hours upon arrival. Documentation must be maintained on the contractor's attempts to include family members in the initial orientation, program planning meetings, and other activities surrounding the programming of the resident. Refusal or reluctance of the resident to include family members in this process should also be documented and discussed with the RRM. The contractor will also make every effort to permit routine family visitation throughout the duration of the resident's stay at the RRC.

USPO Participation: The contractor will consult with the USPO when developing reentry plans for USPO cases. The reentry plan will be signed by the contractor and resident, and when applicable, the supervising authority. If the resident refuses, staff witnessing the refusal will place a signed statement to this effect with the plan.

2. PROGRAM COMPONENTS

After completion of the IPP, the contractor will identify in which component to place the resident, based upon the program plan. The program components are community corrections, pre-release, and home confinement.

Residents in all components are provided the same general program resources. A resident will move from one component to another component based upon his/her demonstrated level of responsibility, supervision needs, and restrictions based on the individual's sentence. This will be further determined through the individualized program plan developed for each resident. There is no requirement a resident progress through each component in order. Residents should be placed in the

component as indicated by their IPP. In addition, a resident may be given increased privileges within a component as they demonstrate increased levels of responsibility (e.g., a resident in the pre-release component may not be ready to immediately receive a weekend pass but rather may begin with evening or day passes and then graduate to weekend passes). The contractor must have a thorough understanding of the components including the requirements for each component.

A. Community Corrections Component - The community corrections component is the most restrictive. Except for employment, participation in religious activities, approved recreation, program needs, community programs, and emergency situations, the resident is restricted to the RRC.

The PRT determines when the resident is appropriate to move into the pre-release component if initially classified as community corrections component. The Facility Director is given authority to move a resident into the pre-release component based on feedback provided by the PRT and as documented in the IPP.

B. Pre-release Component - Residents in the pre-release component generally have more access to the community and family members through weekend and evening passes, in accordance with the Authorized Absences section of this SOW. The resident must develop a daily detailed itinerary that is scheduled in advance and approved by RRC staff. The itinerary must include travel routes, destinations, and time frames.

C. Home Confinement - Home confinement is the least restrictive component. It is the BOP’s expectation that through the use of the IPP, the majority of residents will transition to the home confinement component upon their statutory home confinement eligibility date. When a resident is not involved in approved activities, programming requirements, and/or employment, they are required to remain in their home. The goal to place a resident on home confinement will be included in each program plan along with a projected date for accomplishment. (For specific procedures related to home confinement, refer to Chapter 11 of this SOW.)

3. INDIVIDUAL ORIENTATION

The contractor will have written policy and procedures regarding resident orientation, case management, and transitional programming. At orientation, the contractor will refer the resident to available reentry programs and services as indicated by the individualized program plan and ensure resident is aware of community resources and partnerships. The contractor will provide all residents a copy of the BOP's publication, Reentering Your Community: A Handbook, available online at https://www.bop.gov/resources/pdfs/reentry_handbook.pdf. Contractors will provide a hard (paper) copy of the BOP's publication.

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

The Facility Director will ensure each resident receives an orientation about the facility rules and accountability requirements. The contractor will establish an orientation checklist and staff will have the resident sign and date this document as they complete each requirement, and place the original in the resident's file. Whenever possible, the contractor will invite and permit family members to attend the orientation provided the resident consents. Orientation will normally last until the resident is aware of all topics included but should not exceed three working days from date of arrival. In accordance with Federal Acquisition Regulation 11.403(e), the term "working day" excludes weekends and U.S. Federal Holidays. Orientation shall include the following:

Facility Rules:

- Facility's program opportunities;
- Components and what they mean;
- Facility's disciplinary system;
- Universal precautions;
- Sexual abuse/assault intervention;
- Human immunodeficiency virus (HIV) and Hepatitis B & C prevention (e.g., risks regarding sexual behavior and drug abuse);

- Suicide prevention;
- Medication requirements, to include over-the-counter and prescribed medication and expectations of medication compliance; and
- Requirements for urine surveillance and testing.

Accountability:

- Decision making and consequences of decisions;
- Personal accountability;
- Personal management of challenges during RRC residency;
- Resource person(s)in the facility;
- Consequences of escapes;
- Sign-in/sign-out procedures;
- Pass and furlough procedures;
- Component assignment; and
- Appropriate behavior in the community and the RRC.

RRC staff must exercise flexibility and utilize existing community resources to ensure all residents have access to religious services. Each request for religious activities will be handled on a case-by-case basis and the RRM will be contacted for guidance when there could be potential management concerns.

4. RECREATION

The contractor will provide the opportunity for residents to engage in recreational activities.These activities are ordinarily provided in the facility and may include television viewing, table games, and exercise equipment. However, if in-house recreation is not possible, alternative recreation will be made available in the community, at a specified location, with a written plan submitted to the RRM for approval. The alternate plan must list a specific location within a reasonable distance of the RRC located in an area that supports the mission of the BOP.Residents, including those in the community corrections component, may sign out for up to one hour per day (excluding travel to and from) to the alternate recreation location. The sole purpose will be for exercise or recreational activity.

5. EMPLOYMENT

The contractor will develop and provide an employment assistance program.Emphasis should be placed on assisting the resident in finding viable employment that will potentially offer long-term employment based upon their skills and capabilities. The contractor must provide, at no cost to the resident, transportation or public transportation vouchers to assist residents in seeking and maintaining employment until such time as the resident receives their first paycheck, and no longer meets the definition of indigent. If the contractor is providing transportation, the type used, schedule, etc., must be described in the technical proposal.

The Employment Placement Specialist (EPS) (for contracts not requiring EPS the contractor will designate who will perform the required duties in their technical proposal) is responsible for providing residents with employment assistance in accordance with, but not limited to, the following:

- IPP;
- Job placement resources both in the RRC and in the community, to include the Department of Labor’s One-Stop System, consistent with current labor market trends;
- Employment information assistance using computer-based technology and resources which include career assistance software and on-line resources (e.g., Internet, America’s Career Info Net). The EPS will have direct access to the Internet to meet this requirement;
- Portfolio development, resume writing, proper dress, and interview techniques training;
- Individual and group counseling, case management, and post-release follow-up relative to employment within the community, to include the area where the resident plans to live following release;
- Employment job fairs either on-site or in partnership with other organizations, such as community colleges; and
- To maximize job retention, every effort should be made to match a resident's skill levels to an actual job placement. For example, an experienced heavy equipment operator may not be appropriately employed as a short order cook at minimum wage.

Bi-weekly Status Report: If full-time employment, or active progress towards meeting other identified needs and goals, is

not obtained within 30 days of arrival to the facility, the contractor will forward to the RRM a biweekly status report of the efforts to assist the resident and maintain a copy in the resident’s file. The EPS and the Case Manager, will develop a plan to involve the resident in productive activities such as volunteer work or community service to minimize the amount of idle time. The plan and IPP progress notes regarding the resident’s efforts and progress will be placed in their case file.

Self-employment or employment by a resident’s family member must be approved by the RRM.

Approval and Verification

- Legal status notification: Each resident's employment requires the contractor's written approval. The contractor will ensure through documentation that the resident's employer is aware of the resident's legal status prior to beginning employment. This notification can be conducted via U.S. Mail, fax, e-mail, or telephone. However, the contractor must obtain written verification from the employer of the notification.If employer notification is via telephone, written documentation must be obtained within seven calendar days. At no time should the resident be allowed to hand deliver the notification to the potential employer. Any changes in a resident's employment will require advance approval by the contractor.

- On-site visit: For each job a resident acquires, the contractor will verify employment by an on-site visit during the first seven calendar days, and document the visit to include date and the title of the person contacted. The contractor will request the employer notify the contractor if the resident does not report to work as scheduled, is terminated, or quits. A telephone number and contact person at the RRC will be provided to the employer to report such incidents.

- Monthly check: Thereafter, at least monthly, the resident's employment supervisor will be contacted by phone or site visits to substantiate attendance and discuss any concerns which may have arisen. The contractor will make additional contacts only as necessary. All contacts

concerning a resident's employment will be documented in the IPP progress notes.

All residents (BOP and USPO cases) are subject to these requirements. The contractor will report any deviation to the RRM. Any modifications of these requirements for USPO cases may be approved by the Facility Director or Assistant Director with USPO concurrence. Documentation will be maintained in the resident’s file.

Work Restriction - Restriction from work will not be used as a disciplinary sanction. Informal resolution will not impede or control a resident's ability to work.

6. RESIDENT'S FINANCIAL RESPONSIBILITY

The Bureau expects each sentenced resident to meet his or her legitimate financial obligations. To provide for the continuity of the Bureau’s policy concerning the Inmate Financial Responsibility Program, the contractor will establish a program which includes the following:

- All residents, with staff assistance, will develop a budget and financial plan to address all financial obligations.
- Each financial plan will be monitored effectively to ensure satisfactory progress is being made.
- Appropriate consequences will be incurred by residents who refuse to participate in the program or fail to comply with their financial plan.
- The financial plan will include the following obligations, ordinarily in the order listed:

    - Special Assessments;
    - Court-ordered restitution;
    - Fines and court costs;
    - State or local court obligations;
    - Other federal government obligations.

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

Loans to residents are strictly prohibited.

7. RESIDENT RELEASE DEVELOPMENT

The resident's IPP and progress reports will include efforts at locating suitable housing, employment, identification, health care and other reentry needs. Contractors will maintain documentation of the assistance provided to each resident in the resident's file.

Contractors are required to routinely review resident pay stubs to ensure accountability for work hours and for assistance when developing the Individual Program Plan.

USPO Supervision: In cases where a resident will be released from the facility and continue under USPO supervision, the contractor will verify the proposed address and forward written comments regarding its suitability to the USPO for approval within six weeks of the resident's anticipated release.

8. DRIVING

The BOP encourages the approval of driving privileges for those residents who are responsible and appropriate. The Facility Director is the approving authority for driving privileges for BOP residents. The USPO is the approving authority for USPO residents to drive unless otherwise specified by the USPO.

The contractor will document all relevant information on the BOP form *Authorization to Operate a Motor Vehicle* in the resident's file.

The resident must adhere to the conditions as outlined below:

- The resident must provide proof of valid insurance (at least liability or the minimum state requirement), a driver's license, vehicle licensing, registration, and a current driving record to the contractor.
- The resident is responsible to ensure the registration, driver's license, and insurance are valid throughout their stay at the facility.

- The contractor will maintain copies of these documents in the resident's file, with the exception of the driver's license.
- The contractor will include the driver's license number, expiration date, and a description of the vehicle in the resident's file. If the vehicle to be used is the property of a person other than the resident, the contractor must have documented proof of valid insurance, vehicle licensing and registration, and a signed authorization (either notarized or witnessed by RRC staff) to use the vehicle obtained from the legal owner.

9. COMMUNITY TREATMENT SERVICES (CTS)

The SCTC will determine which residents will participate in drug use, mental health, and sex offender treatment. Drug use, mental health, and sex offender treatment will be provided only by CTS contract treatment providers identified by the SCTC. The SCTC provides clinical oversight of the resident’s treatment and of the contract treatment providers.

Resident participation in CTS: The RRC will be notified of a resident’s participation in CTS by the SCTC via a *CTS Authorization*. The *CTS Authorization* will contain the contract treatment provider’s name, address, and telephone number.

- RRC staff have an obligation to ensure the resident contacts the CTS treatment provider within three days of arriving at the RRC to schedule an appointment.
- If the *CTS Authorization* is sent after the resident’s arrival at the RRC, the contact should be made within three days of receiving the form.
- The resident must be seen for an initial appointment within ten days of arrival at the RRC or within ten days of receiving the *CTS Authorization*. The RRC will work with the contract treatment provider to ensure residents are attending all subsequent appointments.

Communication: Communication between RRC staff and the treatment provider ensures that continuous resident accountability and public safety are maintained. Regular contact between the RRC staff, treatment staff, and other involved staff is essential. This may be accomplished through

on-site visits between RRC and treatment providers, telephone contact, e-mail, or participation on the PRT or the RRC's Community Relations Board. RRC staff observes the resident's daily behavior and reinforces the importance of the relationship between the resident's compliance with RRC regulations and treatment. Contact between the RRC staff, treatment staff, and other involved staff must be documented in each resident's individual program plan.

Transportation: The RRC contractor is required to ensure all residents have transportation to all required CTS appointments. This can be accomplished through public transportation if available, ride vouchers, or contractor provided transportation.

10. SPECIAL SUPERVISION CONDITIONS

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

11. MARRIAGE

The contractor will refer a BOP resident's request for marriage to the RRM, with the contractor's recommendations. Marriage requests for residents under supervision will be forwarded to the US

CHAPTER 11 – HOME CONFINEMENT

Home confinement is the least restrictive component of Residential Reentry. A contractor will recommend home confinement as indicated by the IPP. When placed on home confinement, residents are required to remain in their home when not involved in approved activities, programming requirements, or employment.

Through the use of the IPP, it is the BOP's expectation that the majority of residents will transition to home confinement upon their statutory home confinement eligibility date. The contractor will make maximum use of the home confinement component by referring all eligible and appropriate candidates to the PRT for review.

Residents should be reviewed for home confinement at the time of the IPP, and every meeting thereafter. The Home Confinement Review form, Attachment L, may be utilized for the bi—weekly review, or progress may be documented on the individualized program plan. During these meetings, the resident will be provided with clear instructions regarding the requirements for home confinement, and should be encouraged to share this information with his/her family. The contractor shall invite all parties living at the residence to attend an orientation prior to transfer. The home confinement referral should be submitted to the RRM as soon as the resident meets all the home confinement criteria and is no longer in need of RRC services. The home confinement referral can be submitted in advance of the Home Confinement Eligibility Date (HCED). If there is any change in the resident's status or home confinement plan prior to the RRM's approved home confinement placement date, the contractor must notify the RRM.

Additionally, a summary of all offenders who are eligible for Home Confinement (past their HCED) shall be provided to the RRM on a monthly basis at the time of contractor invoice/billing submission. The summary must include justifications and rationale for why inmate has not been placed on home confinement.

Direct Home Confinement placement: All referrals from the RRM for direct placement on home confinement will require the contractor verify the proposed home confinement location, no

later than 60 days prior to the proposed placement date. If a referral is received by the contractor within that 60-day window, the contractor must provide verification within 5 days of receipt of the referral. If the contractor determines the home confinement location is not appropriate, consultation will be made with the RRM for in-house RRC placement.

During verification of the home confinement location, the contractor should consult with the supervising USPO as to the suitability of the residence. If a response is not immediately available from the supervising USPO, consultation will be made with the RRM.

Required home confinement form: The contractor must submit the BOP form, *Conditions of Home Detention, BP-A0460.073,* Attachment K, with each home confinement request. In addition, for all residents with Public Safety Factors (PSF) the contractor must also submit the BOP Home Confinement Review Fact Sheet, Attachment L.

The contractor will not place a resident on home confinement until the resident has agreed to the conditions, signed the forms, and approval has been received from the RRM. The RRM may require additional documentation from the contractor when making a home confinement determination. Once the RRM has approved home confinement, the contractor will place the resident on home confinement, on the resident's home confinement eligibility date, unless there are extenuating concerns. These concerns must be discussed with the RRM prior to the resident's home confinement eligibility date.

Compliance with the conditions of home confinement shall be monitored by:

- electronic monitoring equipment;
- telephone; and
- in-person contacts.

The contractor shall utilize electronic monitoring equipment to ensure accountability of all inmates on home confinement.

Alternative Means of Monitoring: If the electronic means of monitoring a prisoner described above is infeasible for technical or religious reasons, the RRM may allow for an alternative means of monitoring a prisoner placed in home

confinement that the RRM determines are effective as or more effective than the electronic monitoring.

As all resident's home confinement is monitored by electronic monitoring, RRC staff will visit the resident's home and place of employment at least monthly. In conducting these site visits, the contractor will take care not to unnecessarily interfere with the resident's ability to maintain gainful employment and positive family relationships. The contractor must notify the RRM of the operational procedures for the use of the electronic monitoring equipment.

All Residents on Home Confinement: Ensure the resident returns to RRC a minimum of once a week: Residents on home confinement are required to return to the facility at least once each week for routine progress reviews, counseling, and other required program participation as indicated in the IPP. The contractor may increase the requirements for the resident to return to the RRC for programming and accountability if indicated in the IPP.

Drug and alcohol testing: Residents on home confinement are required to be tested for drug and alcohol use in the same manner and frequency as residents within the RRC. The contractor must have procedures in place allowing for the testing of residents at random intervals both at the RRC and during home site visits. Drug and alcohol testing should not routinely be conducted at the work site because it may interfere with the residents' ability to maintain gainful employment.

Home Confinement Conditions: The following conditions will apply concerning home confinement:

- Contractors will not be required to provide meals, clothing, incidentals, laundry services, transportation, or other subsistence items to residents on home confinement.
- Contractors will maintain documentation of all staff contacts with residents on home confinement.
- Contractors will conduct a monthly review of the telephone bills, to ensure no services are in place that would circumvent the accountability program. The results of each monthly review will be documented in the resident's file. This requirement may be waived by the RRM if the contractor utilizes GPS or another appropriate (as determined by the RRM) electronic monitoring device for accountability.

- The contractor will notify the RRM immediately of any misconduct or failure of a resident on home confinement to comply with home confinement conditions.
- The contractor will not be required to reserve a bed at the center for a resident on home confinement.
- Contractors will submit the HCED forms monthly, as described above.

CHAPTER 12 – SECURITY AND ACCOUNTABILITY

The contractor will provide written policy and procedures on resident accountability and security.

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

1. MONITORING ACCOUNTABILITY - The contractor will be able to locate and verify the whereabouts of residents at all times. Written procedures will be established to guide staff in meeting this requirement. The contractor will contact the resident either telephonically or in-person at random times at work, home, or authorized destinations to maintain accountability. This monitoring should occur at a frequency that ensures accountability and should be commensurate with the accountability needs of each individual resident. The contractor may request the RRM modify the frequency of contacts if it is in the best interest of resident accountability and program objectives. The RRM has the authority to increase or decrease the number of required accountability checks.

A. Cell Phone – Contractors must develop procedures and policies that allow for the possession and routine use of cell phones, to include smartphones by residents. Such policies and procedures must take into account residents' important needs to interact with potential employers, educators, family, friends, and other members of the community. Contractors must allow for residents to retain and utilize their cell phone devices at all times, absent court order to the contrary. In instances where cell phone use is determined to be disruptive (e.g., during group counseling, at night, etc.), the contractor may include provisions for phones to be placed on silent/vibration mode.
Contractors will develop a cell phone agreement to be signed b

all residents which outlines cell phone use. The policy will be reviewed during the pre-occupancy inspection.

B. Sign-in/Sign-out System - The contractor will monitor resident movement in and out of the facility. The monitoring of resident movement serves to protect residents, staff, and the public. Contractors utilizing electronic accountability tools will ensure all staff are proficient in the use of the system. Contractors utilizing electronic accountability software will provide remote access to RRM staff upon request. This access may be limited to "read only" access at the discretion of the contractor.

The contractor will authorize a resident to leave the facility through sign-out procedures only for an approved program activity. Documentation of a resident's movement in and out of the facility must include:

- resident's full name and register number;
- type of resident;
- method of transportation;
- work contact information;
- pass site contact information;
- time out;
- destination;
- purpose;
- authorized return time;
- time-in; and
- section for special comments, and certification by staff's initials for each entry.

The intent is to provide a chronological record of the resident's movement.

The contractor will identify and document all individuals (e.g., visitors, contractors, volunteers) entering or exiting the facility by using a sign-in/sign-out system. The contractor will maintain, monitor, and control access to this system. Documentation must include:

- visitor's name;
- organization (if applicable);

- purpose; and
- time in/out of the facility.

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

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

Ordinarily, residents will return to the facility from employment before signing out to participate in another approved program activity. However, the Facility Director may make an exception in light of travel time or distance, when the resident is working unexpected overtime, or for other reasons. These instances are approved on a case-by-case basis. The intent is to balance the resident's approved program objectives with the resident's requirement to return to the facility. Accountability and reentry preparation are both important goals. Ordinarily, a resident should not routinely sign out for more than 12 consecutive hours daily without returning to the facility. However, some circumstances may warrant deviation from this standard, and such requests must be approved by the RRM.

If a resident’s place of employment is more than 100 miles from the facility or travel time compromises the established curfew, the contractor will consult with the RRM to make special arrangements for the resident. These requests are considered on a case-by-case basis, and the RRM is authorized to modify the requirements to meet specific needs, particularly if doing so will support the resident’s ability to maintain gainful employment.

Generally, a resident must be in the center from 9:00 p.m. to 6:00 a.m., unless exceptions are made by the Facility Director.

C. Authorized Absences - Authorized absences are an integral part of the facility's program. The resident's absence from the facility is to achieve specific programming objectives to include seeking employment and housing, strengthening family ties, engaging in religious, education, recreation or

counseling activities, obtaining education, and reintegrating into the community. The contractor approves these program activities as long as the public interest is served. Indeed, a critically important purpose of RRCs is to provide opportunities for the residents gradually to readjust and reintegrate into their families and communities. During authorized absences, the contractor is still responsible for accountability of the resident. The contractor will have written procedures for accountability of residents to include authorized absences for job searches, work, religious services, programming activities, social passes, furloughs, and placement on home confinement.

Job search: Ordinarily, the job search is the first time a resident will be in the community without supervision post-incarceration. Special emphasis should be made on developing an accountability plan during this time. When on an authorized absence to seek employment, the resident will be required to provide an itinerary and points of contact for each job search location outside the facility.

D. Pass - A pass is used for overnight or weekend absences, ordinarily to the release residence. The requested pass location must be visited and approved by contractor staff prior to a pass being issued.

Orientation meeting: The resident's family members/significant others living at the proposed pass location should ordinarily attend an orientation meeting at the RRC, to describe the purpose, accountability and expectations of the resident, prior to pass approval. However, if the family/significant others cannot attend the orientation meeting at the RRC, the orientation can take place during the site visit conducted by contractor staff. Contractor staff should consult the USPO to ascertain if there are any known reasons to preclude the requested location as an approved pass site. Overnight or weekend absences are limited to the local community (up to a 100-mile radius). If the USPO doesn't respond within one week (seven days), staff may proceed with the request.

A pass may be approved when a resident is successfully programming according to the IPP. The Facility Director or assistant will contact the RRM for direction when a pass approval is questionable.

Pass form: The resident requests a pass by completing and

signing the BOP form *Pass Request and Approval or similar format*. The Facility Director or designee may approve these passes, unless otherwise specified by the RRM. Passes may be recommended only by a paid staff member and not a volunteer. The approval or denial is noted on this form, and it is retained in the resident's file. Prior to receiving approval for an overnight or weekend pass, the resident will be required to provide the Facility Director with a current itemized phone bill, unless the contractor uses the preferred electronic surveillance monitoring, in which case a landline telephone is not required. If the contractor does not utilize the preferred electronic surveillance monitoring, the contractor will be required to obtain from the resident a copy of the approved pass site’s telephone bill every month until completion of the RRC program.

Pass duration: The pass will begin the last day of a resident's scheduled work week and extend for up to two days. However, an extended pass may be approved for a long weekend when a legal holiday falls on the preceding Friday or the following Monday.

Pass checks: For purposes of accountability, the contractor will make and document random checks to determine compliance with the conditions of the pass. These checks may be made through use of electronic surveillance monitoring, telephone, or in-person unless otherwise specified by the RRM. This should occur at least twice a day. The intent is to set a frequency that provides for appropriate resident accountability but that does not unnecessarily interfere with the resident’s attempts to maintain gainful employment and otherwise prepare for reentry.

D. Furlough - The contractor will comply with the most recent version of the P.S. 5280, Furloughs. The contractor's recommendation with written justification will be sent to the RRM for approval along with the BOP form *Furlough Application – Approval and Record* and appropriate questionnaires. The resident must sign the form. Only the RRM approves furloughs.

The contractor will maintain a record of furloughs including the date and time of departure, the date and time of return, random accountability checks, and notes regarding the resident's adjustment during the furlough period.

The per diem rate for offenders of furlough will be equivalent to the home confinement rate.

E. Medical Furloughs - Furloughs for emergency medical procedures will be initiated when a resident is admitted to the local hospital. The furlough application will be completed and forwarded to the RRM by the next business day following the resident's hospital admission.

2. DRUG AND ALCOHOL SURVEILLANCE PROGRAM - The contractor must establish a surveillance program to deter and detect the introduction of illegal drugs and alcohol in the facility.

A. Frequency - The contractor will randomly test at least five percent of the total resident population monthly (with a minimum of one test). Residents with a condition of drug aftercare, known to have a history of drug abuse, required to participate in CTS services, or who are suspected of illegal drug use will be tested no less than four times a month. Testing with greater frequency requires the approval of the RRM.

B. Testing - All urine testing will be conducted on an unscheduled basis in accordance with *Urinalysis Procedures*, Attachment G. Staff of the same gender as the resident being tested will directly supervise the giving of the urine sample. To eliminate the possibility of a diluted or adulterated sample, staff will keep the resident under direct visual observation until a complete sample is furnished.If the resident is unable to provide the sample, at the time of the request, staff will continue direct supervision for a two-hour period. To assist the resident in giving the sample, staff will offer the resident sufficient water (minimum of 12 oz.) during the two-hour time period to aid in urination. If a resident is unwilling or unable to provide a urine sample within two hours of a request, staff will file an incident report. No waiting period or extra time will be allowed for a resident who directly and specifically refuses to provide a urine sample.

Staff will visually witness the collection of urine into the specimen container. As soon as the sample has been collected, staff will secure the specimen. No unauthorized persons or residents may be involved in the handling of supplies or the collecting, recording, mailing, or processing of test results under any circumstances.

The contractor may exercise the option of employing alternative methods of testing (e.g., test cup, or strip test.) Regardless of the testing protocol used, a follow-up sample must be

collected using the standard urine analysis test if the initial test sample results in a positive finding. Alternative testing measures will not be used as the sole evidence in issuing an incident report for positive use.

C. Lab - The contractor will use a laboratory which meets the requirements of 42 CFR Part 493, Laboratory Requirements, to engage in urine drug testing for federal residents. The contractor will maintain certification documents and evidence the lab meets all specifications in Attachment G for inspection by the BOP. The urinalysis lab will detect and identify drugs and/or metabolites by basic screen at the minimal levels shown in Attachment G. It is noted current minimal detection levels are provided, but may be updated at the Bureau’s discretion.

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

Retesting at the resident's request is not permitted.

D. Positive tests - For an incident report charging use of a particular drug to be justified, the minimum waiting period between successive positive samples, as outlined in Attachment G, must be observed. In addition, waiting periods also apply to residents who initially arrive at the facility.

When a positive finding cannot be explained, RRC staff will thoroughly investigate the positive urine test result to validate the positive finding. The contractor will report all unauthorized positive test results to the RRM on the day received.

The contractor will maintain a log entitled Urine Sampling Program documenting all urine testing and maintain the log in the facility at all times. The log will indicate:

- resident tested;
- staff performing the test;
- date, time and type of test administered;
- test result; and
- a column to indicate if the resident refused to cooperate.

E. Alcohol Testing - The contractor will maintain a surveillance program in order to deter and detect introduction or use of alcohol in the facility. All residents will be tested when they return to the facility from an unsupervised activity.

The contractor will maintain a log documenting:

- resident tested;
- staff performing the test;
- date, time and type of test administered;
- test result; and
- a column to indicate if the resident refused to cooperate.

An Evidential Breath Measurement Device (EBMD) shall be used for alcohol testing. The EBMD must be identified on the most current version of the National Highway Traffic Safety Administration (NHTSA) Conforming Products List, which is published in the Federal Register. The EBMD shall be maintained, calibrated, and re-calibrated in accordance with the NHTSA and manufacturers maintenance and re-calibration standards. All information and documentation pertaining to the EBMD, it’s use and maintenance, shall be accessible to monitoring staff upon request. An adequate number (minimum of two) of devices will be kept and calibrated at least monthly in accordance with manufacturer standards or recommendations. These checks will be documented in the test log.

The contractor will ensure staff using the instrument is familiar with its operation as outlined in the manufacturer's operating instructions. If an alcohol test results in a Blood Alcohol Content of .02 or higher, a second confirmation test must be completed 15 minutes later. If confirmation is received of Blood Alcohol Content of .02 or higher, an incident report will be prepared charging the resident with using intoxicants.

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

3. SEARCHES AND CONTRABAND - The contractor will have written policy and procedures for searches to control contraband and its disposition. The policy will identify items which are considered contraband at the facility. This policy will be made available to all staff and residents. The contractor shall train staff on the proper techniques for resident pat, room,

vehicle, and common area searches. This training shall be conducted within the first week the employee is hired, and annually thereafter.

Pat Searches: Staff shall conduct random pat searches of residents as necessary. The facility shall not conduct cross-gender searches except in exigent circumstances or when performed by medical personnel. Any cross-gender searches must be approved in advance by the RRM or designated BOP staff. In the event the RRM is unavailable then law enforcement should be contacted to conduct the search.

Visual searches: Search which requires the person to remove clothing other than outer garments, (e.g., strip search, cavity search) are only authorized through the RRM and must be conducted by law enforcement or medical personnel. RRC staff are not authorized to conduct such searches and must coordinate searches through the RRM and law enforcement personnel.

Resident/Facility searches: The contractor shall conduct searches of the facility and personal belongings of residents, including any motor vehicle operated by a resident, as needed, but at least once per month. These facility searches shall be documented in a log. The log will be made available to the BOP upon request.

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

4. REPORT OF INCIDENT - The contractor will report all unusual or serious incidents immediately to the RRM (or designee) by telephone. Serious incidents include, but are not limited to, the following:

- Escapes, "standard of conduct" violations, spill of hazardous materials, disturbances, gang activities, work-place violence, civil disturbances or protests, staff use of force, assaults on staff or residents, fights, fires, suicide attempts,

deaths, hunger strikes, pandemics, natural disasters, adverse weather (e.g., hurricanes, floods, significant ice or snow storms, heat waves, tornadoes), injuries, any law enforcement visits, bomb threats, significant environmental problems that impact facility operations, transportation accidents, resident victim contacts, adverse incidents that may result in significant publicity, any arrest and/or detainment of residents by law enforcement authorities.

Immediately following RRM notification, the contractor will submit a report via fax and/or e-mail detailing the incident which includes, but is not limited to, the following:

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

In addition, the contractor will immediately notify the RRM when a resident shows evidence of suicidal ideation, or unusual or dangerous behavior. If the contractor is in doubt, they will contact the RRM.

CHAPTER 13 - DISCIPLINE

To ensure residents live in a safe and orderly environment, it is necessary for the contractor to impose discipline on those residents whose behavior is not in compliance with the rules.

The contractor will provide written policy and procedures for resident discipline. The contractor will establish facility rules of conduct and sanctions, and disciplinary procedures when the resident violates the rules of conduct, to include informal resolution. The contractor will submit to the BOP all minor rules and sanctions, which the contractor has created, for approval prior to contract performance and upon any subsequent revisions.

All staff members, excluding staff representatives, who participate in the Center Discipline Committee (CDC) must demonstrate working knowledge and competency of the discipline procedures by receiving training, and passing the standardized test administered by the COR on an annual basis. At least two staff at the contracted facility location must meet this requirement. All staff responsible for inmate discipline will comply with P.S. 5270, Inmate Discipline Program.

Note: In BOP policy, the term Unit Discipline Team (UDC) is used. The UDC is synonymous with the term CDC.

The BOP prohibited acts in the current program statement must be utilized with exceptions as listed below. The contractor may add other approved minor rules necessary to ensure the safe and secure operation of the facility. If additional minor rules are added by the contractor, the contractor will associate available sanction(s) to impose for the violation of each added rule. When determining a sanction, the contractor will ensure the sanction is commensurate and appropriate to the violation.

The rules of conduct and sanctions will be defined in writing and communicated to all residents and staff. The contractor will carry out disciplinary procedures within appropriate time limits, and with respect for the residents. Disciplinary action may not be capricious or retaliatory.

There is a wide range of sanctions a contractor may impose or recommend for violations of facility rules of conduct. When violations are minor in nature, an informal resolution (e.g.,

reprimand, loss of television or other privileges) may resolve the issue. The contractor is encouraged to resolve all incidents at the lowest level and utilize progressive discipline when appropriate. Although informal resolutions are encouraged, they will not be used for repeat offenses or where progressive discipline has failed.

The disciplinary requirements in this SOW apply to BOP residents. USPO residents participating in the RRC must adhere to the facility rules of conduct. If a USPO resident commits an offense which warrants disciplinary sanction, the contractor will contact the USPO for guidance to determine appropriate sanctions.

1. GENERAL – The contractor will take disciplinary action at such times, and to the degree necessary, to regulate a resident's behavior within BOP's prohibited acts and rules of conduct. The contractor will control resident behavior in a completely impartial and consistent manner. The contractor may not impose or allow imposition of corporal punishment of any kind. The contractor will use the following BOP discipline forms:

- *Center Discipline Committee (CDC) Report* is used by the CDC to summarize the action taken by the CDC.
- *Duties of Staff Representatives* is used to outline the responsibilities of an employee who is available to assist the resident at their request by speaking to witnesses and by presenting favorable evidence to the CDC on the merits of the charge(s) or in extenuation or mitigation of the charge(s).
- *Incident Report* is used to document the resident's misconduct (summary of the offense committed and prohibited act code). The document must be legible.
- *Inmate Rights at Center Discipline Committee Hearing* is used to notify the resident of their rights before the CDC and allows the resident to waive the 24-hour notice prior to appearing before the CDC.
- *Notice of Center Discipline Committee Hearing* is used to notify the resident of date and time of the CDC.
- *Waiver of Appearance* is used to notify the resident of their right to appear before the CDC and allows the resident to waive their appearance before the CDC.

- *Monthly Discipline Log* is provided by the RRM and used to track the resident discipline process over the course of each month.

2. PROCEDURES UPON ADMISSION TO RRC – The contractor will develop a packet summarizing the disciplinary system to include BOP prohibited acts and contractor's rules of conduct. Residents will be given the packet when they first arrive at the RRC as part of the orientation program. A signed receipt is to be obtained from each resident acknowledging a copy of the packet was received and is to be placed in the resident's file.

The contractor will, to the extent reasonably available, have a qualified staff member or translator to help residents who have language or literacy issues understand the BOP disciplinary rules. When a significant portion of the resident population speaks a language other than English, the packet is to be made available in that language. The contractor will post copies of the rules at a prominent location which is accessible to all residents.

3. BOP INCIDENT REPORT – Staff will prepare an incident report on all major violations that are not subject to informal resolution. The BOP encourages informal resolution for minor regulation violations when appropriate (requires consent of both parties). Reporting staff will complete Part I of the incident report.

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

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

instances where there are delays, a justification will be documented in memo format and included in the CDC packet.

4. INVESTIGATION – Staff will conduct the investigation promptly unless circumstances beyond the control of the investigating officer intervene. The Facility Director or designee will appoint an investigating officer ordinarily within 24 hours of the time the violation is reported. Staff writing the report may not investigate the report. The investigation will be initiated and ordinarily completed within 24 hours of this appointment. If the investigation cannot be completed in three days, the contractor will document the reasons and notify the RRM.

5. FORMAL HEARING – The contractor will designate and train two or more staff members to hold formal hearings upon completion of investigations. When the resident is removed from the RRC and held in local detention (within a 50-mile radius), an in-person hearing will be conducted at the local facility unless the resident waives the in-person hearing. If circumstances do not allow for the in-person hearing (e.g., permission cannot be obtained by the holding official or the resident is on escape status), the CDC will conduct the hearing in absentia and notify the RRM.

RRC Exceptions/Clarifications to Bureau of Prisons' Inmate Discipline Program Statement.

Prohibited Acts Not to be Used in an RRC Without Consultation with RRM:

108 Possession, manufacture, introduction, or loss of a hazardous tool (tools most likely to be used in an escape or escape attempt or to serve as weapons capable of doing serious bodily harm to others; or those hazardous to institutional security or personal safety; *e.g.*, hacksaw blade, body armor, maps, handmade rope, or other escape paraphernalia, portable telephone, pager, or other electronic device).

197 Use of the telephone for an illegal purpose or to commit or further a Greatest category prohibited act.

296 Use of the mail for abuses other than criminal activity which circumvent mail monitoring procedures (e.g., use of

the mail to commit or further a High category prohibited act, special mail abuse; writing letters in code; directing others to send, sending, or receiving a letter or mail through unauthorized means; sending mail for other residents without authorization; sending correspondence to a specific address with directions or intent to have the correspondence sent to an unauthorized person; and using a fictitious return address in an attempt to send or receive unauthorized correspondence).

297 Use of the telephone for abuses other than illegal activity which circumvent the ability of staff to monitor frequency of telephone use, content of the call, or the number called; or to commit or further a High category prohibited act.

396 Use of the mail for abuses other than criminal activity which do not circumvent mail monitoring; or use of the mail to commit or further a Moderate category prohibited act.

397 Use of the telephone for abuses other than illegal activity which do not circumvent the ability of staff to monitor frequency of telephone use, content of the call, or the number called; or to commit or further a Moderate category prohibited act.

RRC CLARIFICATIONS OF INMATE DISCIPLINE POLICY

ESCAPES

In accordance with P.S. 5270, Inmate Discipline Program, a resident who escapes from any non-secure institution, including community confinement, may be charged with a Code 102 prohibited act. However, if the resident voluntarily returns to custody within four hours, the resident may be charged with a Code 200 prohibited act. An escape is defined as a departure from custody without permission or authority or before release.

RRC staff is responsible for accounting for a resident's location. The time frame for an escape begins at the time RRC staff cannot verify a resident's location, and as such, the resident is unaccountable. When reporting the escape, it is essential RRC staff provide all pertinent information to include the exact time the resident was last accountable. The specific elements of the offense, to include date, time, place, RRC staff

actions, and any other pertinent information must be clearly outlined in the *Escape Report (EMS-A907.073)* and the *Incident Report (BP-A025)*. RRC staff is to be reminded to accept any resident who returns to the facility, regardless of the time frame. In such cases, RRC staff should immediately notify the RRM.

TECHNICAL ESCAPE

Escapes due to community arrest for criminal behavior prior to the resident's current period of incarceration do not require an Incident Report be completed. However, escapes for arrests for new criminal behavior require an *Incident Report* be issued and the discipline process followed regarding suspension of the report pending criminal investigation. As required by P.S. 5553, Escape/Deaths Notifications, escape reports are required for technical escapes.

ELECTRONIC DEVICES

RRCs permit residents to possess electronic devices, such as portable media devices or cellular telephones, and have rules for the use of this equipment. If a resident in an RRC violates the RRC's established rules regarding the use and possession of electronic devices, the most appropriate prohibited act code would most likely be Violation of a Condition of a Community Program (Code 309).

ALCOHOL

Alcohol-related misconduct is a Greatest severity offense (100 level). As all Greatest and High (200 level) severity offenses must be referred to the Discipline Hearing Officer (DHO) for final disposition, it is important for RRM and RRC staff to exercise their discretion when determining if the resident should be removed from the RRC program. Each decision to remove a resident from the RRC program should be made on a case-by-case basis taking into consideration progressive discipline and circumstances of the offense.

SYNTHETIC NARCOTICS

If a resident is suspected of using synthetic narcotics, a urinalysis test should be completed. If returned with positive results for the use of narcotics, a 100 level Incident Report

should be issued. In this case, the body of the report and comments on the RRM disciplinary failure log should clearly indicate the resident was in possession of synthetic narcotics. This type of Incident Report should be routed through the DHO for disposition. If the substance does not test positive for narcotics, but is recognized as a prohibited substance under the RRC's facility rules, the resident should be issued an Incident Report for Possession of Anything Unauthorized.

CHAPTER 14 - ADMINISTRATIVE REMEDY

The contractor will establish a written grievance procedure and make it available to all residents as part of the initial orientation to the facility. Additionally, the grievance procedures shall be posted in a location accessible to all residents.

The contractor will comply with P.S. 1330, Administrative Remedy Program. Staff must be familiar with this policy prior to working with federal residents and provide the required forms for residents to file grievances.

CHAPTER 15 - FOOD SERVICES

The contractor will comply with the most recent copy of the *FDA Food Code*, to include BOP policy, local, state and federal regulations. If the food service is on-site, a copy of the *Food Code* will be available by internet access or hard copy. If the food service is catered, the Facility Director will have a copy of the *FDA Food Code* to ensure the caterer is providing services correctly. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

Federal residents are not permitted to participate in food service duties (to include the preparation of meals or clean-up duties). State residents may be permitted to participate in food service duties (to include the preparation of meals and clean-up duties) as part of a State training program (i.e., vocational training course, etc.), if specifically documented in the technical proposal as part of the Food Service plan for federal residents and the plan is approved and/or modified through the BOP contracting process. The contractor will ensure food provided to the residents is safe and does not become a vehicle in a disease outbreak or in the transmission of communicable diseases. The contractor will ensure food is unadulterated, prepared in a clean environment, and honestly presented.

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

The contractor will require any person who serves, prepares, or handles food to have a prior physical examination and possess a valid food handler’s license, and/or proper training, regardless of local requirements. This applies to both on-site and off-site food service. Residents of the facility are not allowed to utilize RRC food preparation areas for the preparation of personal food items.

The contractor will provide comparable meals to residents who work irregular hours and are not available at regularly scheduled meal times.

The contractor will not prepare items made with poppy seeds. Since poppy seeds could appear in a urinalysis and suggest the use of narcotics, the contractor will advise residents in

writing not to eat poppy seeds. The resident must acknowledge this notice by signing an acknowledgment of this information. The contractor will document this acknowledgment in the resident's file.

Provisions - All residents, regardless of employment or financial status, will be provided the opportunity for food services three meals per day Monday through Friday. On weekends (to include extended weekends when a federal holiday falls on the Friday preceding or the Monday following a weekend), the contractor may provide a brunch instead of a breakfast and lunch (dinner is still required). Under no circumstances will the resident be required to pay for these services. The contractor will include these costs in the per-diem rate. These costs will not be subsidized by any state or otherwise funded public assistance program.

The contractor will provide a food service program either by contractor preparation and serving on-site or through an off-site food service provider. When provided on-site, the area will be separated from sleeping quarters and will be well ventilated, properly furnished, and clean. If the contractor wishes to change the delivery from on-site to off-site, or vice versa, they must request approval through the COR to the CO.

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

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

1) Menus will be prepared and be posted in a conspicuous place for residents’ viewing.

2) Special Menus or Diets - Contractor will provide meals which meet diets required by confirmed religious

preference, physician, or dentist.

B. Vendor or Food Service Provider - Contractors providing meals to residents through arrangements with a local vendor or food service provider will provide a copy of their agreement and ensure the following:

- The contractor will be responsible for the person-in-charge as defined in the *Food Code*. This responsibility cannot be delegated.
- The contractor will comply with the requirements in the most current *Food Code*. The contractor will show evidence the establishment meets all state and/or local sanitation and health codes and complies with the *Food Code*.
- The contractor will show evidence the vendor or food services provider is a full-service organization, capable of providing breakfast, lunch, and dinner, and identify the person operating as the person-in-charge on behalf of the vendor or food service provider. In addition, the contractor will identify the person who legally owns and operates the vending company or food service.
- The contractor will show evidence the owner is a permit holder. Permit means the document issued by the regulatory authority that authorizes a person to operate a food establishment. The contractor will maintain a valid copy of the permit.

C. On-site food service by the contractor.

- When food services are provided in the facility, the contractor will have adequate space to provide for food preparation and service and provide an eating and seating area (i.e., at least 15 square feet per person, for all who dine at the same time). Sleeping areas, to include areas used to stage lockers and desks are not considered adequate eating and seating areas for meals.
- When food services are provided in the facility and it is necessary to provide these services in shifts due to space constraints, the contractor will submit a plan indicating the time services will be provided and the number of residents to be accommodated for each shift/feeding time. When the contractor prepares and serves meals in the facility, the contractor will comply with the requirements of the most current *Food Code*. In addition, all persons

preparing food will comply with federal, state, and local health and sanitation codes. In the event of a conflict in these codes, the most stringent will apply. The contractor will identify the person-in-charge of food preparation to the COR.

- The contractor will comply with NFPA, as it relates to fire extinguishing systems over cooking services. They will be equipped with automatic shut-off devices for when the fire extinguishing system is activated. Fuse links are to be changed and the system tested in accordance with the manufacturer's recommendation.

- Grease filters are to be kept clean and should be made of stainless steel for safety reasons.

- Frozen potentially hazardous food will be kept at or below 0 degrees in storage. Refrigerated potentially hazardous food will be kept at or below 41 degrees in storage. All refrigerator freezer units, walk-in coolers, and walk-in freezers, will be frequently inspected and temperatures logged at a minimum of each day, once per shift. For potentially hazardous food, hot and cold holding; except during preparation, cooking, or cooling, or when time is used as the public health control, potentially hazardous food will be kept at 135-degree F or above, or at 41-degree F or below. All potentially hazardous foods will be labeled according to the Food Code requirements.

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

- Garbage and refuse will be kept in durable insect and rodent-proof containers which do not leak or absorb liquids. These containers will have lids and will continuously be covered unless it is in direct use. Garbage and refuse will be disposed of frequently enough to prevent the development of odor and other conditions that attract or harbor insects and rodents.

E. Liquid Waste - The contractor will prevent backflow or back siphonage in accordance with the *Food Code*. The system will meet American Society of Sanitary Engineering (ASSE) standards for construction, installation, maintenance, inspection, and testing for that specific application and type.

F. The use of Styrofoam containers for delivery of food from offsite locations, used for individual leftover meals, or used for onsite food service is prohibited.

CHAPTER 16 – MEDICAL SERVICES

1. MEDICAL SERVICES – The contractor will provide residents an opportunity to access medical care and treatment. The intent is to assist the resident in maintaining continuity of medical care and treatment in accordance with the requirements of this SOW. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

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

The contractor will maintain a supply of Naloxone when allowable under state laws and regulations to be used in the event of a suspected opioid overdose. The facility will ensure all staff are properly trained in the use of Naloxone. Naloxone kits will be readily available to all staff along with other first aid kits. The contractor will ensure all staff are certified in cardiopulmonary resuscitation (CPR) prior to working with federal residents unless a plan of action has been submitted and approved in writing by the RRM with concurrence of the Contracting Officer. In addition, the contractor will ensure staff is trained to respond to health-related situations to include universal precautions and suicide prevention.

The contractor will have written policy and procedures for the residents' use of telehealth within the RRC. The contractor will provide equipment to facilitate telehealth access to include telephone and computers with camera/internet access to allow for residents' use of telehealth within the RRC. Equipment shall be located within a secure and private location to ensure all residents can have a confidential conversation with medical and mental health providers.

The contractor will have written policy and procedures regarding the control and distribution of a resident's prescribed medication. The written policy will be submitted to the RRM for review and approval.

The contractor will ensure resident medications are stored in an environment absent of extreme temperature, humidity, and according to the medication labeling (e.g., refrigeration required). The contractor will use a pharmaceutical grade refrigeration unit, with built in temperature readings and recording devices, or a food grade refrigeration unit. If the contractor chooses to use a food grade refrigeration unit, rather than ~~a use~~ a pharmaceutical grade refrigeration unit, the contractor will inspect the unit temperature gauge/ thermometer frequently, but at a minimum of each shift, once per day. Regardless of the type of refrigeration unit, each will be equipped with a temperature gauge/ thermometer, recording device/ recording log, and proper signage. RRC staff will provide the resident with proper access to the medication.

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

2. EXPENSES - The contractor must send a *Request for Approval for Medical Treatment and Reimbursement*, Attachment I, for any non-emergent healthcare treatment, to include mental health treatment, and prescription medications, to the Bureau of Prisons (BOP) Health System Specialist (HSS). The HSS will coordinate approval as appropriate. The contractor must also make every effort to obtain low-cost healthcare treatment for the resident. All requests for non-emergency healthcare treatment will include a description of the type of treatment being requested and the estimated cost for the treatment prior to approval.

If Medical Services are to be provided on behalf of the BOP by an outside contractor, the following procedures shall replace the language found above (Chapter 16 – Medical Services, 2. EXPENSES):

A. All resident requests (non-emergency/routine follow- ups):

1. The resident advises the RRC that he/she requires medical services (non-emergency/routine follow-ups).

2. The RRC notifies the Bureau of Prisons (BOP) Health System Specialist (HSS) that medical services are required, by submitting a Request for Medical Treatment and Reimbursement form via R3M.

3. The HSS will approve or deny the requested medical services, notify the RRC and, if approved, the BOP's provider. Notification of the approval or denial will be electronic (via email and/or R3M).

4. Upon receipt of approval, the BOP's provider will schedule an appointment with an approved medical provider and forward appointment information to the RRC provider within 14 calendar days, and then forward the appointment information to the RRC electronically (via email and/or R3M).

5. Once the RRC receives appointment notification, the resident will be provided the appointment information and shall attend the appointment as scheduled. If a resident is unable to attend the appointment, the RRC shall immediately notify the BOP's provider electronically (via email/or R3M).

6. The BOP's provider will seek reimbursement from the BOP for all medical expenses submitted and approved by the BOP.

A. Emergency medical and pharmaceutical services:

1. In an emergency, the contractor will obtain the necessary emergency medical treatment required to preserve the resident's life. The contractor will immediately notify the RRM of emergency treatment
2. Once the provision of emergency medical care has been initiated and the situation has stabilized, the RRC will notify the BOP's HSS that emergency medical services were required, by submitting a Request for Medical Treatment and Reimbursement form via R3M.
3. Once approval has been given, the BOP's provider will be notified by the HSS via R3M that emergency medical services were required and the BOP's provider will negotiate costs and seek reimbursement from the BOP.
4. For emergency prescriptions that need to be filled after hours or on the weekends, the RRC will be provided an Emergency RX Form which will need to be filled out by the

RRC. The resident will need to take the Emergency RX Form along with the prescription to the BOP's provider network pharmacy. The RRC will need to enter the emergency prescription through R3M the next business day.

B. Pharmaceutical services for all new requests:

1. The resident advises the RRC that he/she has a prescription due to a recent medical appointment.

2. The RRC notifies the BOP's HSS. The HSS will approve or deny requested prescription, notify the RRC and, if approved, the BOP's provider. Notification of approval or denial will be electronic (via email and/or R3M).
3. Upon receipt of approval, the BOP's provider will provide the RRC with an approval and ordering instructions for the RRC to take to the BOP's provider network pharmacy the same day, usually within 24 hours. The network pharmacy will fill the prescription and will bill the BOP's provider.
4. If for any reason a resident is unable to receive his prescription by the BOP's provider network pharmacy, the RRC may purchase the prescription and seek reimbursement as follows:

    - Shall be submitted on a monthly basis by the 10th of each month.
    - All medical reimbursements requests must be itemized and meet the proper invoice requirements.
    - All medical invoices shall be subtotaled based on the fiscal year of which the service took place. *For an example: If a resident obtained treatment on September 1, 2016 ($100) and the bill was received in November 2016, another resident received services in November 2016 ($500) and the bill was received in Jan 2017, then invoice should show a subtotal of services in FY 2016 in the amount $100 and a subtotal for FY 2017 in the amount of $500.00.*
    - All medical reimbursement supporting back-up information shall include the approved 'Request for Approval for Medical Treatment and Reimbursement' and invoice from the medical provider/pharmacy showing services or goods were rendered or delivered.
    - The supporting documentation shall be legible and in

the order of the itemized invoice.

- Billing email subject line shall contain the basic information: Medical Invoice, RRM Office, SENTRY Contract Code (3 letter code), Month and year (*i.e. "Medical billing-CBR XYZ November 2016").*

If services are to be provided by the RRC provider, the following procedures shall be followed:

- The contractor will compile all medical invoices received from the healthcare providers and forward to the BOP, along with an itemized invoice, on a monthly basis by the 10th of each month.
- If non-emergency medical treatment is provided without pre-approval, the costs may not be reimbursed by the BOP.
- Emergency - In an emergency, the contractor will obtain the necessary emergency medical treatment required to preserve the resident's life. The contractor will immediately notify the RRM of emergency treatment.
- If, at any time, a resident appears to have a communicable or debilitating physical problem, the contractor will notify the RRM for approval to make arrangements for an examination. An exception to this requirement is Medical Screening upon the resident's initial arrival to the facility.
- Upon receipt of invoices for emergency treatment, the contractor will compile, and submit in accordance with the below procedures. The government will reimburse the contractor for all emergency medical treatment for BOP residents.
- The medical invoices should be subtotaled based on the fiscal year in which services were provided. *For an example: If a resident obtained treatment on September 1, 2016 ($100) and the bill was received in November 2016, another resident received services in November 2016 ($500) and the bill was received in Jan 2017, then invoice should show a subtotal of services in FY 2016 in the amount $100 and a subtotal for FY*

2017 in the amount of $500.00.

All medical reimbursement supporting back-up information shall include the approved 'Request for Approval for Medical Treatment and Reimbursement' and invoice from the medical provider/pharmacy showing services or goods were rendered or delivered.

- The supporting documentation shall be legible and in the order of the itemized invoice.
- Billing email subject line shall contain the basic information: Medical Invoice, RRM Office, SENTRY Contract Code (3 letter code), Month and year (*i.e. "Medical billing-CBR XYZ November 2016").*

The BOP reserves the right to negotiate directly with the healthcare provider in an attempt to reduce the invoice amounts. The contractor will then receive an equitable adjustment, via a contract modification, equal to the amount of the medical invoices or the reduced invoice amount. Upon receipt of funds, the RRC Contractor will promptly pay the medical provider.

The contractor must maintain documentation of all invoices as well as payments to healthcare providers for the life of the contract. The BOP reserves the right to audit invoices and payments at any time during the life of the contract.

3. EXAMINATION OF RESIDENTS COMMITTED DIRECTLY TO THE RRC - All cases committed directly to the facility will be screened in accordance with Attachment B, to identify any medical/mental health conditions which the resident is suffering from which may need medical attention. All cases committed directly to the facility will receive a medical examination, in accordance with Attachment B, within 5 working days after arrival. Special emphasis should be given to chronic health conditions such as diabetes and hypertension, infectious diseases such as TB, HIV and hepatitis, and any mental health problems. However, if a resident is suspected of having an infectious or debilitating health problem through the initial screening process, the contractor will arrange for an immediate medical examination which must occur within one calendar day after arrival.

The examination is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease. The contractor will notify the RRM of those residents with immediate mental or medical health needs and

infectious disease. The results will be documented and sent to the RRM with copies to the resident's file. These procedures are for the protection of the patient and other residents and staff.

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

Health examinations for residents committed directly to an RRC, will be paid by the contractor who will then request reimbursement in accordance with procedures previously identified for non-emergency medical care. No pre-approval of health examination, covered in this section, is necessary.

If indicated by the RRM, the resident’s medical examination may include a blood test for DNA classification. Test kits will be provided by the government at no charge to the contractor or medical facility.

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

The contractor will observe universal precautions. This method of infection control requires all employees to assume all human blood and specified human body fluids are infectious for HIV, HBV, and other blood borne pathogens. Where differentiation of types of body fluids is difficult or impossible, all body fluids are to be considered as potentially infectious.

The contractor will implement a written Exposure Control Plan per OSHA 29 CFR 1910.1030. This written plan shall address (at a minimum):

Occupational Exposures
Annual Updates
Universal Precautions
Engineering Controls
Work Practice Controls

Provide Personal Protective Equipment
Available Hepatitis B Vaccinations to all workers with occupational exposure
Use labels and signs to communicate hazard
Provide information and training to staff
Maintain worker medical and training records

5. AFFORDABLE CARE ACT (ACA)(P.L. 111-148)- The Patient Protection and Affordable Care Act (P.L. 111-148) requires U.S. residents to be enrolled in an approved health insurance plan beginning January 1, 2014. Failure to enroll will result in a monetary fine. While incarcerated persons are excluded from the requirement, they are required to enroll upon release. Therefore, to assist residents in meeting the requirements of this law, the RRC will ensure internet and phone access is made available to all residents in order to facilitate the application process. Information regarding the application process is available on the website www.healthcare.gov. Internet and phone access should also be made available for residents to access State Medicaid or Marketplace Navigators/Certified Application Counselors that provide free assistance. In addition, the Bureau may, at its discretion, provide materials for distribution to federal residents of the RRC.

The RRC is required to provide Affordable Care Act application information to each resident during the intake process. Prior to release, each resident will be surveyed to determine if they applied for a health insurance plan. The resident's self-reported information regarding their application for health insurance will be documented in a tracking log that indicates one of the following:

- Resident applied for coverage
- Resident's application is pending
- Resident has not applied to date
- Resident declined to register

Residents' self-reported information will be made available to the RRM upon request.

CHAPTER 17 - RECORDS AND REPORTS

The contractor will ensure records are safeguarded from unauthorized and improper disclosure. When any part of the information system is computerized, a security system must be in place to ensure confidentiality is maintained.

1. RESIDENT FILE - Several sections of this SOW require the contractor to maintain records on residents, which are considered to be part of the residents' files. The contractor will maintain a file on each resident that includes all significant decisions and events relating to the resident, and at least the following information:

- Documented legal authority to accept resident;
- Case information from referral source, if available;
- Case history/social history;
- Medical record, when available;
- Initial intake information form;
- Signed acknowledgment of receipt of facility rules;
- Signed acknowledgment of receipt of disciplinary policy;
- Signed release of information forms, including medical and any other consent forms;
- Individualized Program Plan;
- Evaluation and IPP progress notes;
- Current employment data;
- Record of resident's finances;
- Grievance and disciplinary record;
- Referrals to other agencies; and
- Terminal report.

In order to facilitate the planning, implementation, and evaluation of programs, documents maintained in the files will be dated and signed by the staff member making the entry.

The contractor will provide a method to account for each file and will ensure documents are filed in a timely manner. Contractors will develop a policy for conducting and documenting weekly resident file accountability checks. The policy will be reviewed and approved during the pre-occupancy inspection.

2. CONTRACT RECORDS - Documents unique to contract performance as specified above are the property of the BOP. All records

related to contract performance will be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this SOW, the contractor will, upon completion or termination of the resulting contract, transmit to the BOP all records and/or documents related to the performance of the contract.

3. DOCUMENTATION

A. Sign in/Sign out System - The contractor will monitor and maintain documentation of residents, visitors, contractors, and volunteers entering or exiting the facility by using a sign in/sign out system.

B. Employment - The contractor will maintain documentation of a resident's employment and/or unemployment. Documentation will include:

- the resident’s name and register number;
- date of arrival and date employed; and
- list of residents who have not obtained employment 30 calendar days from their arrival.

C. Searches - The contractor will maintain documentation of all searches conducted in the facility.

D. Urine Sample Testing - The contractor will maintain documentation of all urine samples taken from residents.

E. The contractor will complete the BOP form *Urine Sampling Program (RRCs)* on a monthly basis and submit it to the RRM. The contractor will also send a copy of this report to the Chief USPO.

F. Alcohol Testing - The contractor will maintain documentation of all alcohol tests taken from residents.

G. The RRM, in concurrence with the CO, may require additional documentation.

4. BILLING - The contractor will provide the designated BOP office with a monthly bill along with a report of each resident's finances to include total salary hours worked plus any financial obligations (e.g., restitution, fine payments, court-ordered child support paid by the resident).

The contractor will ensure invoices arrive in the designated BOP office by the tenth of each month. For billing purposes, one (1) home confinement day, (1) furlough day, and/or (1) RRC day equals one (1) inmate day.

Billing for reimbursable miscellaneous expenses (e.g., identification cards, release clothing, direct placement physicals, etc.) shall be billed separate from the monthly service invoice and billed on a quarterly basis. The contractor will then receive an equitable adjustment, via a contract modification, equal to the amount of the reimbursable miscellaneous expense.

5. QUARTERLY REPORTING: The contractor will provide quarterly statistics (based on the calendar year) to the BOP regarding:

Placement and Release Statistics

- Total number of residents currently in RRC
- Total number of residents currently on home confinement
- Number of admissions to RRC, admissions to direct home confinement, transfers to home confinement, and releases from custody in last quarter
- Number of revocations from home confinement to RRC, and from RRC to institution, in last quarter
- Average length of stay at RRC for residents who transferred from RRC to home confinement in last quarter
- Average length of stay at RRC for RRC residents who released from custody within the last quarter
- Average length of stay on home confinement for home confinement residents who release from custody within the last quarter
- Ratio of RRC staff to RRC residents

<u>Employment</u>
<u>Arrivals</u>

- Total number, and percentage, of RRC residents admitted during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Total number, and percentage, of home confinement residents admitted during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment

Releases

- Total number, and percentage, of RRC residents released during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Total number, and percentage, of home confinement residents released during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment

Total

- Total number, and percentage, of RRC residents who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Total number, and percentage, of home confinement residents who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Average hourly wage for RRC residents
- Total number, and percentage, of employed RRC residents whose income is below the nationally published Local Poverty Guidelines.

6. CONFIDENTIALITY - The Privacy Act and Freedom of Information Act (FOIA) set forth a series of requirements governing federal agency record keeping practices intended to safeguard individuals against invasions of personal privacy. The determination of what information may be released requires staff to have a basic understanding of both the FOIA and the Privacy Act. Staff should also be aware the Privacy Act establishes criminal penalties and civil liabilities for unauthorized disclosures.

The contractor will not release any BOP document to a resident without the approval of the RRM.

The contractor will not release information about a resident to any individual without obtaining a signed release of information from the resident and the approval of the RRM.

BOP documents sought by subpoena, court order, or other court requests are subject to the approval of the Attorney General or his or her designee before they may be released. The guidelines are set forth in 28 CFR §16, subpart B. Accordingly, if a contractor receives such a request they will consult with the RRM regarding proper handling of the request.

Pre-Sentence Report (PSR) - Particular care must be taken to protect the PSR from third-party disclosure. The PSR may not be copied or distributed to any sources, to include the resident. Residents may be allowed to view their individual PSR under supervision of staff, but are not to be provided a copy. The PSR must be shredded upon the resident's release, termination, escape, or death. Contractors must consult with the RRM and follow Bureau instructions for safeguarding the PSR. Upon completion of the contract, the contractor will certify all PSR documentation has been properly destroyed. All questions are to be directed to the RRM.

CHAPTER 18 - RELEASE PROCEDURES

The contractor will ensure timely and appropriate release/transfer of residents from the RRC. The contractor will provide written procedures for staff to follow prior to releasing a resident. These procedures will include, at a minimum, the following:

- Verification of identity;
- Verification and completion of release papers;
- Completion of release arrangements;
- Notification to the USPO for residents with supervised release condition;
- Return of personal effects such as medication;
- Arrangements for completion of any pending action;
- Arrangements for community follow-up, if required;
- Forwarding address and telephone number; and
- Instruction on forwarding of mail.

1. RELEASE PLANNING - The contractor will have written procedures for establishing a formal release plan for residents, and execute appropriate release certificates. At a minimum, the plan will include:

- resident's verified residence;
- employment and/or enrollment in a training or education program;
- medication needs;
- family or other supportive relationships; and
- follow-up appointments for medical, mental health and/or substance use treatment.

If the resident has a supervised release term (SRT), the RRC will submit a release plan to the USPO at least six weeks before the release date. In addition, the RRC will submit a copy of the release plan to the RRM at least 30 days prior to release to facilitate release notifications.

For residents who are subject to Parole conditions (as indicated by the RRM), staff will submit the release plan, along with a parole certificate request, to the U.S. Parole Commission (USPC). Parole certificates are e-mailed, mailed, or faxed to the RRC directly from the USPC. The contractor will consult

with the RRM to ensure the number of days remaining to be served is accurate and any special conditions are noted on the reverse side of the parole certificate prior to the resident being released from the RRC. The contractor will mail the signed parole certificate to the RRM.

Note: Conditions of release must be read to the resident and the resident's signature must be witnessed and dated by a staff member. This is to be obtained on each of the parole certificates and SRT certificates, when applicable. Each page of the certificate is signed individually, in pen, and is not carbonized. Release on parole is not effective without the resident's signature. Copies are distributed as follows:

- original to resident;
- copy to USPO;
- "institution copy" to RRM; and
- copy to USPC Office.

If a resident is releasing to some type of supervision, the contractor must advise the resident to report to the USPO within 72 hours of release from the RRC. The contractor will notify the USPO of the resident’s release by faxing the *Notice of Release and Arrival* form to the USPO.

2. RELEASE CLOTHING, FUNDS, AND TRANSPORTATION - The BOP provides release clothing, funds and transportation at the time a resident is transferred from an institution to an RRC.

In unusual circumstances, such as the location of the RRC or the conditions of a resident's confinement in an RRC, the need may arise for the contractor to provide release clothing, funds, and transportation. The contractor will develop and submit an itemized plan for a resident's release clothing, funds, and transportation needs to the RRM for approval at least one week prior to release.If approved, the contractor will provide the approved release funds, clothing, and/or make the necessary transportation arrangements for the resident. Documentation (i.e. paid invoices), will be forwarded with the quarterly billing. The contractor will be reimbursed by the government for RRM approved release clothing, funds, and transportation, on a quarterly basis.

3. PROPERTY - The contractor will establish and maintain procedures to dispose of a resident's personal property in the event of death, escape, or transfer. Property will be immediately secured and then inventoried prior to the end of the work shift. Personal property left behind by an escapee will be considered abandoned and may be disposed of if left unclaimed for a period of 30 days. The confiscation and disposal will be documented. Information on how the RRC processes abandoned property must be relayed to the resident population. An inventory of a resident's personal property must be completed by no less than two staff members who will sign and complete an inventory list. If a resident is being held in a local jail, or has been transferred to a BOP facility, next of kin identified on the resident's intake form will be advised to pick up the property after release by the investigating officers, when applicable.

4. TYPES OF RELEASES - For information regarding release types, refer to P.S. 5800, Correctional Systems Manual.

5. RELEASE DOCUMENTS - The contractor will verify all release documents with the RRM five working days prior to release. The contractor will ensure all release documents have original signatures, are dated, and appropriately distributed. The contractor is responsible for obtaining release documents which may include the following:

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

The contractor will complete a Notice of Release and Arrival report following the procedures outlined in the current bureau referral and population management tool, on all applicable releasing residents.

The contractor will complete a terminal report, utilizing the R3M application template, on all releasing residents. The report will address all elements listed in the template following the IPP progress notes and program plans.

Distribution is to be accomplished via electronic transmission or mail with copies as follows: original to residents' parent institution, copy to the RRM, USPC (if applicable), and to the appropriate USPO.

Upon a resident's actual release, the contractor will immediately notify the RRM via the R3M application (in the event the application is down the use of telephone, fax or e-mail may be used at the discretion of the RRM).

6. FILES - Upon completion or termination of the resident's program, the contractor will electronically forward the terminal report to the Case Management Coordinator at the Bureau parent institution within five working days with copies to the RRM, USPC (if applicable), and to the appropriate USPO. The contractor will shred the BOP referral packet (e.g., PSR, J&C, SOR). Referral information stored electronically will be deleted from the contractor's data system. The contractor may retain public information which can identify former residents, copies of research data which have been depersonalized, and copies of reports generated by the contractor.Upon termination of the contract, the contractor will notify and certify all records were properly disposed.

CHAPTER 19 - ESCAPE PROCEDURES

An escape occurs when a resident fails to remain in custody by:

- not reporting to the facility for admission at the scheduled time;
- not remaining at the approved place of employment or training/treatment during the hours specified by the terms of the employment or training/treatment program;
- not returning to the facility at the time prescribed;
- not locatable while on authorized furlough or pass;
- not returning from an authorized furlough or pass at the time and place stipulated;
- not being locatable by facility staff;
- not abiding to conditions of employment and/or conditions of home confinement;
- being arrested for new or old criminal charges; or
- leaving the facility without staff permission.

A. Staff Action - The contractor will provide written procedures to ensure all staff understand what constitutes an escape and appropriate procedures for reporting an escape. These procedures will include instructions to reasonably attempt to locate the resident, which may include going to the pass location or residence. The contractor will develop step-by-step procedures addressing the following:

- internal notification;
- a thorough search of all areas inside the facility;
- telephone contact to resident cell phone, if applicable;
- telephone contacts where the resident has signed-out; and
- telephone inquiries to determine if the resident has been arrested or injured.

The above procedures should ordinarily take no more than 30 minutes to complete from the time the resident was to initially report to the facility or return to the facility from an authorized absence, or from the time of any indication the resident may be unaccountable. It is the resident's responsibility to ensure established schedules are followed, and the facility is notified if unable to report/return to the facility at the authorized time.Facility staff may modify a return time upon receiving justification and subsequent

verification for late arrival. At no time will this exceed one hour without notification to the Facility Director. Any modification of initial reporting time to the facility must be coordinated and approved by the RRM. If all efforts to locate the resident have failed, the Facility Director will immediately notify the RRM.The contractor will provide all the necessary information needed for the RRM to complete and forward the Escape Flyer. This responsibility cannot be delegated below the duty officer of the facility. The contractor will prepare an incident report for residents classified as Escape and Technical Escape for new charges and conduct a discipline hearing in accordance with guidelines established in the current version of the P.S. 5270, Inmate Discipline Program. Release notification as an escape will be processed utilizing the procedures outlined earlier in this document. The contractor should not write an incident report on residents who are classified as Technical Escape – Old Charges.

USPO cases are not in the custody of the BOP and cannot be considered escapees. These residents are referred to as absconders. When they are deemed unaccountable, the contractor will immediately advise the supervising authority or follow locally coordinated procedures with the supervising authority. When a resident absconds during normal business hours, the contractor will notify the RRM the same day it happens. When a resident absconds after normal business hours, the contractor will notify the RRM the next business day.

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

C. Preventive Measures - Residents with Public Safety Factors or any special needs cases exhibiting unusual behavior require closer attention and reporting to the RRM.

If a resident receives an incident report that may cause program failure, the contractor will contact the RRM prior to issuing the report. The RRM will consider coordinating the issuance of the report with the USMS assuming custody of the resident.

The contractor will allow any resident who has been considered in escape status to return to the facility, unless the resident presents a significant safety or security issue to the facility, other residents or staff. Anytime a resident returns to the facility, the contractor will immediately notify and consult

with the RRM so an appropriate action plan can be determined. Ordinarily, in cases where the resident was placed on Technical Escape – Old Charges they will not be failed from the program. In this type of case, consultation must be made with the RRM as to the status of the resident.

CHAPTER 20 - SERIOUS ILLNESS, INJURY OR DEATH

The contractor will immediately notify the RRM when a resident becomes seriously ill, requires emergency medical treatment, or dies. In the event of the resident's death, the RRM will notify the resident's family or next of kin.

Immediately upon the death of a resident, the contractor will assemble and advise the RRM of the following information concerning the deceased resident:

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

The contractor will consult with the RRM to ensure appropriate notifications are made. The contractor will also arrange for the fingerprinting of the thumb of the right hand to be taken, and staff will date and sign the fingerprint card to ensure positive identification has been made. The fingerprint card will then be sent to the RRM. Release notification of a death will be processed utilizing the procedures outlined earlier in this document.

If death is due to violence or an accident, surrounded by unusual or questionable circumstances, or is sudden and the deceased was not under medical supervision, staff will notify appropriate law enforcement officials of the local jurisdiction. The purpose of this notification is to review the case and examine the body, if necessary. Autopsy requests will be forwarded or initiated by the RRM who will consult with other BOP staff and make determinations regarding need for autopsy.

When there is no longer an official interest in the body, it may be turned over to family members or next of kin as indicated on the resident's intake form. Should the family decline the body or be unable to afford funeral expenses, the contractor will compile a list of local burial/funeral providers and contact the RRM for disposal instructions.

Personal property of a deceased resident will be inventoried and forwarded to the person indicated on the residents' intake form.

CHAPTER 21 - USPO CASES

Ordinarily, USPOs are responsible for the overall supervision of residents who are placed in an RRC as a condition of probation, parole, mandatory release, or supervised release supervision.

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

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

- Driving - Permission to drive must be approved by the Facility Director and the supervising USPO.
- Discipline - Persons under supervision as described in this chapter are subject to facility rules and minor sanctions. However, if an act is alleged to have been committed by a resident under supervision and the recommendation is to impose a major sanction, a formal discipline hearing is not required.
- Intake - Staff must work with the USPO when developing the individual reentry plan for each resident.
- Medical Services – The initial medical screening for probationers, parolees, mandatory releases and supervised releases is paid by the contractor, who will then request reimbursement from the BOP quarterly. The contractor will then notify the USPO of any medical conditions of these residents. All additional medical and dental expenses for persons under supervision of a USPO are the responsibility of the resident. Staff should assist the resident in finding appropriate community resources.
- Marriage - Residents under supervision must have their requests for marriage approved by the USPO.
- Any unauthorized absence of persons described in this chapter will be reported immediately to the USPO. If the unauthorized absence occurs after regular business hours, the RRM will be notified the next business day.
- Release - When the term specified by the court has been satisfied or the Facility Director determines a resident's program is completed or participation will produce no further significant benefits, staff will notify the USPO of the termination. The contractor will copy the RRM on this notification. A terminal report will be completed by the

contractor and forwarded to the USPO and the RRM. The contractor will ensure the RRM has been properly notified of all requests for program termination and received terminal reports before release.

- Residents identified in this chapter are not eligible for furloughs or home confinement. Absences other than "sign-out" will be approved by the supervising USPO and documented by the contractor.
- Death - In the event of death, the contractor will immediately notify the USPO and RRM. The USPO is responsible for disposal of the body and any administrative follow-up procedures.
- Basic mental health treatment for residents under supervision is the financial responsibility of the USPO if the resident is uninsured or is unable to pay.

CHAPTER 22 - RESEARCH AND EVALUATION

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

The contractor will participate in all research studies as directed by the BOP.

The contractor will be responsive to all BOP surveys, data collection requests, questionnaires, or pilot programs, in a timely manner.

Pilot programs/studies may include, but are not limited to, program plans, resident adjustment, discipline, prognosis for success, etc.

The contractor will not participate in any research studies or data collection efforts using information from BOP or USPO residents without prior approval from the RRM.

CHAPTER 23 - BOP INSPECTIONS

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

The contractor will receive feedback from inspections in the form of monitoring reports or direct correspondence. This feedback may identify deficiencies which the contractor must remedy. A deficiency is determined when evidence indicates the contractor has failed to meet the performance requirements of the contract. Evidence that supports a deficiency will be factually sufficient to lead a person knowledgeable in the program area to come to the same conclusion as the reviewer.

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

1. PREOCCUPANCY VISIT - After contract award, but before the CO issues the "notice to proceed," the BOP may conduct a preoccupancy visit at the facility. During this visit, the BOP will determine the contractor's ability to begin performance by inspecting, at a minimum, all emergency plans and life/safety issues for compliance with the SOW. The preoccupancy inspection for incumbent contractors may be postponed to coincide with the first full monitoring if no life/safety issues were identified during the pre-site inspection.

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

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

2. OTHER VISITS - The contractor will accept and accommodate visit(s) or inspection(s) by the BOP, USPO, or an investigative authority as indicated in the SOW, or upon direction of the RRM,

at any time during the life of the contract. Other visits may occur for the purpose of training or to resolve general contract issues.

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

A monitoring report contains all the deficiencies as determined by the reviewer(s). The contractor will respond in writing to the RRM within 30 days of receipt of the report (unless otherwise directed by the RRM). The contractor's response will include any issues addressed in the monitoring report and specify plan(s) of action for correction. The contractor will also indicate a realistic time frame/date when each correction will be completed. This in no way releases the contractor from performing the requirements of the contract.

4. INTERIM MONITORING - An interim monitoring is an unannounced on-site examination. Ordinarily, during the interim monitoring, the BOP inspects, but is not limited to, those areas which have previously been identified with deficiencies. Subsequent to an interim monitoring, the contractor will receive a letter acknowledging the interim monitoring from the RRM. The letter will also indicate all areas found non-compliant. The contractor will respond in writing to the RRM within 30 days of receipt of the report (unless otherwise directed by the RRM). The contractor's response will include any issues addressed in the monitoring report and specify plan(s) of action for correction. The contractor will also indicate a realistic time frame/date when each correction will be completed. This in no way releases the contractor from performing the requirements of the contract.

Prior to a monitoring and/or other visit, BOP staff may query contractors concerning community meetings they may want to attend during their inspections.

5. REMOTE MONITORING - A remote monitoring is an evaluation of the contractor’s performance that is conducted from the RRM office. To facilitate the monitoring, the RRM will request

specific documentation and indicate the means and time frames by which this information should be submitted (e.g., electronically, facsimile or mailed). If the contractor is utilizing web-based electronic programs for the accountability or management of residents, they must provide remote access to BOP staff upon request.

6. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) – CPARS is an automated system in which contractor performance is reported. Performance is measured annually by the COR. The rating period represents 12 months of contract performance and ordinarily is conducted at the end of each performance period. The COR electronically, via CPARS, sends the evaluation to the CO who reviews the document then releases it to the contractor for comments via CPARS. The contractor will have 30 calendar days to make comment and return the form to the CO.

7. RESPONSIBILITIES OF THE CONTRACTOR - The contractor will respond to all inspections, monitoring reports, evaluations, and RRM inquiries within the appropriate time frame.

The contractor’s response must indicate the areas of non-compliance have been corrected or provide a plan that includes time frames to correct deficiencies.

The contractor will take appropriate actions to correct deficiencies and improve operations, and ensure adequate administrative controls and monitoring systems are in place to prevent the deficiency from recurring. Failure to respond to the direction given by the COR or the result of the monitoring reports could result in adverse contract action.

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

CHAPTER 24 - DEDUCTIONS AND REIMBURSEMENTS

When a contractor fails to respond to an inspection report or repeatedly fails to correct documented deficiencies, the BOP may increase the number of inspections and charge the contractor for the reasonable costs associated with these visits. If the BOP must repeatedly visit facilities above the routinely scheduled activity of monitoring and training, the contractor may be required to reimburse the BOP for all reasonable costs associated with providing technical assistance, training, and oversight required to improve the contractor's performance to a satisfactory level. These costs will be deducted from the monthly billing to the government.

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

The BOP will schedule a preoccupancy inspection following contract award and before performance. If the BOP must repeatedly inspect the place of performance (e.g., facility and location) due to the contractor's failure to complete necessary facility repairs or renovations, or failure to meet minimum program requirements so performance may begin, the contractor may be required to reimburse the BOP for all reasonable costs associated with a second (or subsequent) preoccupancy inspection. If the contractor is approved to change the place of performance during the contract, reimbursement for the additional preoccupancy inspection may be the responsibility of the contractor. These costs may be deducted from the monthly billing to the government.

The requirements of this chapter do not modify or waive the rights of the BOP to terminate a contract for default under the terms and conditions of the contract.

BP-A1114
MAR 18

Request for Contract Staff Background Investigation
Authorization to Release Confidential Information

U.S. DEPARTMENT OF JUSTICE **FEDERAL BUREAU OF PRISONS**

Facility: _____ Location Code: _____

Please type all information

LAST NAME	FIRST NAME	MIDDLE NAME OR INITIAL	OTHER NAMES USED

POSITION OR JOB TITLE	ANTICIPATED HIRE DATE	CRIMINAL HISTORY, IF APPLICABLE

SEX	RACE	HAIR COLOR	EYE COLOR	HEIGHT	WEIGHT	DOB

DRIVER'S LICENSE - STATE & NUMBER	SOCIAL SECURITY NUMBER	CITY AND STATE OF BIRTH

OTHER STATES LIVED OR WORKED IN		

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

Applicant's Acknowledgment:

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

I also understand the Federal Bureau of Prisons may only disclose to the Facility Director or the contractor's authorized negotiator that a record exists that calls into question my suitability for work with Federal offenders at the above-noted facility. Information generated as a result of a NCIC/NLETS criminal history check will not be available to me or my prospective employer. I understand that I may contact the FBI for further information related to the results of the NCIC/NLETS inquiry, following procedures in 28 CFR, Subpart C 16.30-16.34.

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

Signature of Applicant The above-listed information is true and correct.	Date	DMV
Printed Name and Signature of Witness (Facility Director or Authorized Negotiator)	Date	NCIC / NLETS
BOP Approval/Signature of RRM	Date	WANTS

Residential Reentry Center

Elements of the Medical Examination for Residents Committed Directly to the RRC

I. Elements of the Intake Medical/Mental Health History (To be completed by RRC Staff)

. **Abuse Victim History**

a. Sexual (comments)_____
b. Physical (comments) _____
c. Emotional (comments)_____
d. Residents perception of vulnerability(comments)_____

Need for Psychological Referral ____Yes ____No
Provider's Comments _____
_____

Mental Health History: Check all that apply.

□ History of Head Trauma
Nature of trauma_____Date of event_____
Provider's Comments _____
□ History of Loss of Consciousness
Nature of event/diagnosis_____Date of event_____
Provider's Comments _____
□ Current or Prior Mental Health Treatment
Diagnosis (if known)_____ Date(s) of treatment_____
Provider's Comments _____
□ History of Suicide Attempt(s)
Attempt method(s)_____ Date(s) of attempts_____
□ Current suicidal ideation_____Yes ____No Planned method_____
Need for Psychological Referral ____Yes ____No

Substance Abuse History

□ No licit or illicit drug use
□ Alcohol Type_____Frequency of use_____ Last Used _____
□ Opiates Type_____Frequency of use_____ Last Used _____
□ Amphetamines Type_____Frequency of use_____ Last Used _____
□ Depressants Type_____Frequency of use_____ Last Used _____
□ Inhalants Type_____Frequency of use_____ Last Used _____
□ Hallucinogens Type_____Frequency of use_____ Last Used _____
□ Other drugs Type_____Frequency of use_____ Last Used _____
□ Current or recent experience of withdrawal symptoms

Need for Substance Abuse Treatment Referral ____Yes ____No
Provider's Comments_____
_____

2. Elements of the Physician's Intake Hands-on Physical Assessment (To be completed by Health services examiner)

Vital Signs:
Pulse_____ Respirations _____ **Temperature_____(Normal Yes/No)**

BP_____ HT_____Weight_____Body Mass_____SaO_2_____
Peak Flow _____ Random Blood Glucose _____

. **Pain Assessment**:

Intensity (0-10 scale) _____ Location _____ Duration _____

Aggravating factor(s)_____ Alleviating Factor(s) _____

Oral Health Assessment:
□ Pain in mouth or teeth ____Yes ____No Location_____
□ Swelling in mouth, jaws or neck ____Yes ____No Location_____
□ Lesion(s) in mouth ____Yes ____No Location_____
Need for Dental Referral_____Yes ____No
Provider's Comments_____

Mental Health Assessment:
□ Level of Consciousness
____ Alert and oriented x 3 (person, place & time)
____ Alert and disoriented
____ Inattentive
□ Psychomotor Activity
____ Normal Gait ___Abnormal Gait ___Hyperactivity/Agitation Hypo-activity
□ General Appearance
___ Well-groomed ___Disheveled ___Normal hygiene ___Poor hygiene
□ Mood
____ Normal affect ____Disturbed affect
□ Thought Process and Content
____ Logical ____Confused ____Irrational
Need for Psychology/Psychiatry Referral ____Yes ____No
Provider's Comments _____

Body Systems Review
a. HEENT
Head: Face symmetrical ____Yes ____No
Hair appearance ____Normal ____Thin ____Coarse_____Alopecia
Eyes: PERRLA ____Yes ____No
EOMI ____Yes ____No
Icterus/conjunctival inflammation ____Yes ____No
Fundoscopic nicking ____Yes ____No
Fundoscopic discs sharp ____Yes ____ No
Visual Acuity Right eye _____ Left eye_____
Ears: Canals patent ____Yes ____No
Tympanic membrane intact ____Yes ____No
Nose: Septum intact ____Yes ____No
Nares patent ____Yes ____No
Polyps ____Yes ____No
Throat: Neck full ROM ____ Yes ____No
Trachea midline ____Yes ____No
Thyroid normal ____Yes ____ No
Masses ____Yes ____ No

Adenopathy ____Yes ____No

b. Skin: Rash ___Yes ____No
Lesions ___Yes ____No
Pigmentation ____Normal ____Abnormal
Masses ____Yes ____No

c. Heart: RRR ____Yes ____No
Normal S1/S2 ____ Yes ____ No
Murmur ____Yes ____No
Carotid Bruits ____ Yes ____ No
JVD ____Yes ___ No

d. Lungs: Clear to auscultation_____Yes ___No

If no, sounds are: ____ wheezes ___crackles ___rhonchi ___consolidation

e. Abdomen: Hernia ____Yes ____No
Bowel Sounds ____Normal ____Hyperactive ____No sounds
Tenderness ____Yes ____No
Masses ____Yes ____No
Organomegaly ____Yes ____No

f. Musculoskeletal
Extremities: Strength in all extremities ____ Yes ____ No
Edema___Yes ___ No
Full ROM all extremities ____Yes ____No
Pulses all extremities ____Yes ____No
Deformities/amputations ____ Yes ____No
Spine: Full ROM ___Yes ____No
Deformities ____Yes ____No

g. Genitourinary
Male: External genitalia___ Normal __ Tenderness__ Mass __ Lesions
Prostate gland__ Normal __ Enlargement__ Mass __ Lesions Discharge __Yes __No
Female: External genitalia___Normal___ Tenderness___Mass___Lesions
Pelvic exam___Normal___ Tenderness___ Mass___Lesions
Discharge____ Yes ____No
Breast exam___ Normal___Tenderness___ Mass___Lesions

h. Neurological
Gait ____Normal ____Shuffling ____Unsteady
Reflexes ____Present ____Absent

. **Medications Currently Used**

a. Prescribed
_____

b. OTC_____

Comments on Positive Findings _No positive findings Positive findings (see comments)
_____
_____
_____

Referrals for Follow-up

Labs ____ No ____ Yes (specify)
Radiographs ____ No ____ Yes (specify)
Specialists ____ No ____ Yes (specify)
Primary care ____ No ____ Yes (specify

Treatment Plan

____ No treatment needed at this time

____ Treatment plan specified below (attach additional pages if necessary)

History of Chronic Diseases: Check all that apply and specify condition.

- ☐ Cardiovascular (specify) _____
- ☐ Stroke
- ☐ Hypertension
- ☐ Diabetes: Insulin-dependent_____Yes_____No
- ☐ Respiratory (specify) _____
- ☐ Cancer (specify)_____Current Status _____
- ☐ Hematologic (specify) _____
- ☐ HIV Infection/AIDS
- ☐ Viral Hepatitis Infection: ____HBV___HCV
- ☐ Other chronic diseases (specify)_____

Need for Medical Referral ____Yes ____No

Provider's Comments_____

History of Infectious Diseases: Check/circle all that apply.

- ☐ Syphilis, gonorrhea, chlamydia, genital warts and/or genital herpes

Date of last treatment _____

- ☐ Varicella – Chicken pox, zoster Date of infection_____
- ☐ Other infectious disease (specify)_____

Need for Medical Referral ____Yes ____No

Provider's Comments _____

. **Allergies**

- ☐ Drugs (specify) _____
- ☐ Foods (specify) _____
- ☐ Other allergens (specify)_____

Provider's Comments _____

Infectious Disease Risk Factors

- ☐ IV drug use with shared needles
- ☐ Sexual partner using IV drugs with shared needles
- ☐ Multiple sexual partners in last 5 years
- ☐ Condom use ___Always _ _Sometimes____Never
- ☐ Sexual partner having HIV, HBV and/or HCV
- ☐ Tattoos
- ☐ Blood product transfusion

Need for Medical Referral ____Yes ____No

Provider's Comments _____

TB Screening History

- ☐ Date of last skin test_____Results in millimeters_____mm.
- ☐ Date of last chest x-ray _____ Results _____

If Positive for TB Infection:

- ☐ Treatment completion date _____
- ☐ Treatment ongoing_____Yes_____ No
- ☐ Never treated_____Yes_____No

Symptoms of Active TB

- ☐ Blood-tinged sputum
- ☐ Night sweats
- ☐ Weight loss (unintentional)
- ☐ Fever
- ☐ Cough (duration of 3 weeks or more)

Need for Medical Referral ____Yes ____No

Provider's Comments

_____

Tobacco Use

Frequency of use_____Type of tobacco product_____

Mental Health History: Check all that apply.

- ☐ History of Head Trauma
  Nature of trauma_____Date of event_____
  Provider's Comments _____
- ☐ History of Loss of Consciousness
  Nature of event/diagnosis_____Date of event_____
  Provider's Comments _____
- ☐ Current or Prior Mental Health Treatment
  Diagnosis (if known)_____ Date(s) of treatment_____
  Provider's Comments _____
- ☐ History of Suicide Attempt(s)
  Attempt method(s)_____ Date(s) of attempts_____
- ☐ Current suicidal ideation_____Yes ____No
  Planned method _____

Need for Psychological Referral ____Yes ____No

Provider's Comments

Pregnancy History

- ☐ Current pregnancy ____Yes_____No_____Unknown ____Hysterectomy
- ☐ Prior pregnancies: Number_____Live births_____Abortions_____Miscarriages_____

Need for Medical Referral_____Yes ____No

Provider's Comments _____

Immunization History

- ☐ Tetanus: ____Yes ____No_____Unknown Date_____
- ☐ MMR: ____Yes ____No_____Unknown Date_____
- ☐ Pneumovax:_____Yes ____No_____Unknown Date_____
- ☐ HBV: ____Yes ____No_____Unknown Date_____
- ☐ HAV: ____Yes ____No_____Unknown Date_____
- ☐ HPV: ____Yes ____No_____Unknown Date_____
- ☐ Influenza: ____Yes ____No_____Unknown Date_____

Surgery (ies)

Type(s)_____ Date(s)_____Provider/Hospital_____

_____ _____

Signature/Credential of Examining Physician Date of Examination

Attachment C

INITIAL INTAKE FORM

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS

Facility Name and Address:				
Contract staff completing the interview (print):				
Name of Resident:	Register Number:			
Resident Home Address:	DOB:	SSN:	Race:	Sex:
Religion:	Date and Time of Arrival:			

1. NOTIFICATION IN CASE OF EMERGENCY/DEATH (Resident completes):

In case of an emergency or my death, I direct that my_____, be notified via information provided below.
(relationship)

_____
(Name) (Address) (City) (State)

_____
(Telephone Number)

Name and Telephone Number of Personal Physician:

2. Status (Contract staff completes)
Component Assigned: Community Pre-Release Home confinement
(circle one) Corrections

Type of case (BOP or USPO)(BOP cases are in custody and subject to removal to a BOP institution):

Case Manager assigned:

3. Signatures (Contract staff and resident completes):

_____ _____
Contract staff signature Date/Time

_____ _____
Resident signature Date/Time

Record Copy - Facility Director; Copy - RRM (This form may be replicated via computer)

Attachment D

[Name of RRM]

[Addressee]

Re: Request for DNA Collection

Dear [Name of Facility CEO]:

The DNA Analysis Backlog Elimination Act (DNA Act) requires the Federal Bureau of Prisons to obtain DNA samples from all residents with qualifying offenses. Currently, the Attorney General is authorized to collect DNA samples from individuals who are arrested, facing charges, or convicted or from non-United States persons who are detained under the authority of the United States. See 42 U.S.C. Sec. 14135a (a)(1)(A). An implementing regulation was published in the Federal Register on December 10, 2008 (Vol. 73, No. 238, pp. 74932-74943). The FBI analyzes submitted DNA samples and maintains the results in the Combined DNA Index System (CODIS).

The following [xx] residents are housed at your facility and are required to provide a DNA sample under the DNA Act. We are asking your assistance with the collection.

Resident Name, Reg. No.
Resident Name, Reg. No.

Included with this letter is/are [xx] DNA Buccal Swab Collection Kits. Instructions for the DNA collections are included in the kits. Also included are DNA fact sheets that may be provided to the residents to answer any questions they may have. If a resident refuses to consent to the DNA collection, please bring this to the attention of this office as soon as possible.

The resident should be made aware that refusal to consent may result in the resident being temporarily brought back into the physical custody of the Bureau and housed in a Special Housing Unit until the sample is collected.

To receive DNA numbers from Bureau staff for the DNA collected, your staff should contact [xxx] at [xxx] one or two business days before the collection is scheduled. Generating a DNA number during this timeframe will decrease the chance numbers will be generated in error.

Thank you for your assistance with this important matter. Please contact my office at [xxx-xxx-xxxx] if you have any questions.

Sincerely,

Residential Reentry Manager

Attachment E

Bureau of Prisons Offender DNA Sample Collection
Fact Sheet

The Bureau of Prisons' (Bureau) current authorities to collect DNA samples from persons are as follows:

- Title 42 U.S.C. Sec. 14135a, Collection and use of DNA identification information from certain federal offenders;
- Title 42 U.S.C. Sec. 14135b, Collection and use of DNA identification information from certain District of Columbia offenders; and
- Title 28 C.F.R. Part 28.12.

Pursuant to these authorities, the Bureau will collect DNA samples from persons who are:

- Convicted of any federal offense (felony or misdemeanor);
- Convicted of any Uniform Code of Military Justice (military) offense (felony or misdemeanor);
- Convicted of a qualifying D.C. Code offense (as provided at D.C. Code Sec. 22-4151);
- Arrested or facing charges (pretrial offenders); and
- Non-United States persons who are detained under the authority of the United States (including the Bureau) (persons who are not United States citizens and who are not lawfully admitted for permanent residence as defined by 8 C.F.R. Sec. 1.1 (b)).

Bureau Program Statement 5311.01, *Inmate DNA Sample Collection Procedures* (effective date Feb. 1, 2011), provides the following:

- Collection of DNA via buccal swab has been incorporated into the collection method.
- Collection of DNA from juveniles is permitted.
- Consequences for refusing to provide a DNA sample include an incident report(s), progressive administrative sanctions, and possible criminal prosecution.
- If efforts to obtain a DNA sample fail, or the offender is approaching his/her release date, standard use of force protocols (including standard confrontation avoidance procedures) must be invoked, using only the amount of force necessary to obtain a DNA sample. In instances where calculated use of force is necessary, it is recommended that a blood sample be obtained.

Individualized Program Plan (Available in Word from RRM Office)

Name:	RRC Facility/Code:
Register Number:	Telephone:
Arrival Date:	Fax:
HCED Date:	Status: ___BOP or ___USPO
Projected Release Date/Method:	
Sex: o Male or o Female	Driver's License Number/State:
Date of Birth:	FBI Number:
Next Review Date:	Other IDs:
CIM Status:	
Component: ( ) CCC ( ) Pre-Release ( ) Home Confinement	
Release Residence Address:	Release Employer Name/Address:
Telephone:	Telephone:
Primary Emergency Contact:	Secondary Emergency Contact:
Address	Address
Telephone:	Telephone:
Release Address Family Ties/Support:	
Sentence/Supervision:	
Financial Plan Active: ___ Yes ___ No	Subsistence Modification ( ) Yes or ( ) No
Financial Plan Date:	Subsistence Waiver: ( ) Yes or ( ) No
Payment Missed: ( ) Yes or ( ) No	IR for missed payments: ( ) Yes or ( ) No
Special Conditions of Supervision:	
USPO Name:	
Sentencing District Address	
Phone/Fax	
Subject to 18 USC 4042(8) Notification Yes ( ) or No ( )	DNA Required: ( ) Yes or ( ) No

Individualized Program Plan

Name:
Registration Number:

Profile Comments:
EDUCATION DATA – Prior and Current
WORK DATA - (Prior and current):
Prior Work History: Job Search History Employment (date of hire, hours, position, employer name and address/phone) On-Site Visit Date: Legal Notification Date:
DISCIPLINE DATA (RRC Information)
Date, Prohibited Act, Sanction
RRC COMPONENTS - CCC, Pre-Release, HC
Component name and date
VOCATIONAL/CAREER: Prior and Current
INTERPERSONAL:
Relationships:
Family Ties/Support system:
Parental responsibility:
Comments:
AFFORDABLE HEALTH CARE ACT:
Affordable Health Care Application:
ACA information distributed during intake ( ) Yes or ( ) No
Internet and phone access available to facilitate ACA access? ( ) Yes or ( ) No
ACA survey prior to release? ( ) Yes or ( ) No
Progress and Goals:

PHYSICAL HEALTH:
Physical health concerns:
Prescribed medication:
Progress and Goals:
MENTAL HEALTH:
Mental health assessment:
Mental health treatment:
Progress and Goals:
OTHER TREATMENT PROGRAMMING:
Sex offender treatment
Substance abuse treatment:
Other treatment:
COGNITIVE
General behavior:
Criminal behavior:
Progress and Goals:
HC PROGRAMMING
Family meeting: ( ) Yes or ( ) No Meeting date:
Home visit: ( ) Yes or ( ) No Home visit date
HC request: ( ) Yes or ( ) No HC request date
HC approval ( )Yes or ( ) No HC approval date:
Date resident actually placed on HC:
PASSES/FURLOUGHS:
Chronologically list all dates and note if successful:

RELEASE PLANNING:
Tentative release plan:
Approved release plan address/phone:
Release plan support system (name of person, address, phone, relationship to the resident)
Other comments:

SIGNATURES/DATE:		
Case Manager Printed Name	Case Manager Signature /Date	Resident Signature/Date

URINALYSIS PROCEDURES

Testing Summary:
The Residential Reentry Management Branch is aligning the drug and Alcohol Testing Surveillance Program with the BOP institutions Drug and Alcohol Testing Surveillance Program. This attachment provides detailed instruction for the Residential Re-entry Centers.

- All urine testing will be conducted on an unscheduled basis in accordance with urinalysis procedures.
- The drug and alcohol testing surveillance program can utilize laboratory-based testing for screening and confirmations **OR** on-site test cups for screening at the point of collection and laboratory-based confirmation testing for any screen positive at the point of collection.

On-Site Test Cup
The manufacturer of the on-site test cups must be an FDA Licensed Medical Device Manufacturer. The contractor will maintain certification documents and evidence that the manufacturer meets all specifications in **Attachment G2 – On-site Test Cup Maximum Screening Cut-Off Level.**

1. Basic Screen Procedures
On-site Test Cup Screening Tests - The cup must be constructed of clear plastic with a screw top lid which will not leak during air/ground shipping. The test cup must be integrated to allow for collection and testing of urine for multiple drugs simultaneously, without a separate testing device. Once the specimen is collected and the lid installed on the cup, no other manipulation of the urine is required such as pouring, tipping, tilting, turning, inserting, and turning a key, or inserting a test card, pipette, dropper, or dipper.

The on-site test cup must have the capability of detecting a minimum of fourteen (14) different drugs at the same time. The BOP requires, at a minimum, a 14-panel cup with the designated drugs outline in **ATTACHMENT G2: On-site Test Cup Screening Cutoff Levels and Laboratory-Based Confirmation Testing Levels.** The BOP reserves the right to change and specify the type of drugs/test strips and cut-off levels which will be integrated into the on-site test cup based on the facility's resident drug abuse history and regional trends. If a change is necessary, the BOP will provide 90 days advance notice of the change and an additional 30 days to implement the change.

The on-site test cup must have a minimum fill line (at least 30mL) clearly displayed on the outside of the cup to ensure sufficient specimens are collected.

The cup must have a temperature label on the cup, which provides color-coded indication for temperatures ranging from 90◦F/32◦C to 100◦F/38◦C in 1- or 2-degree increments.

A label or other pull strip in order to conceal the results from residents at the time of testing and shall not leave a residue or otherwise make the test panel unreadable shall cover the test panel results. The test results must appear within five minutes, then remain stable, and be accurately read up to 30 minutes after the specimen is provided in the cup.

Each sterile on-site test cup will be provided in a sealed bag with a lot number, an expiration date, the drugs/cut-off levels the on-site test cup tests for, desiccant, which maintains relative humidity inside the sealed bag within the manufacturer's recommended specifications, and instructions for use of the on-site test cups on outside of the bag. The product must have a minimum shelf life of 12 months from the date of manufacture.

The contracted Laboratory supplied Chain of Custody forms shall consist of two (2) self-carbonized parts (an original and one copy). Contract staff will use the forms to record the positive specimen identification information, retain the copy, and send the original to the confirmation lab, along with the urine specimen.

2. Confirmation of Positive Tests

On-site Test Cups - For all test cups that read positive and require lab confirmation, the laboratory will provide an identification label (with unique specimen identification number) to seal the lid of the cup, a 2-ply donor resident chain of custody form with preprinted and matching specimen identification number, and a sealable 2-pouch clear shipping bag.

3. Test Panels, Sensitivity and Accuracy

To prevent reagent leaching, each drug test (one drug per strip) must be in its own individual test strip chamber/channel must have a control line indicator to determine if the test has functioned properly.

The manufacturer must ensure the contractor is provided with an up-to-date list of cross-reacting drugs, which will be detected by the on-site test cup. Manufacturer must also provide a list of drugs, which will not be detected and will not produce a positive result for the category of drugs specified in Attachment G2.

The on-site test cups must have an accuracy rate of at least 97% as compared to screening tests by DHHS certified Enzyme Multiplied Immunoassay Technique (EMIT) or other DHHS certified comparable testing technology (CERT). Results and documentation must be provided to verify independent tests have been conducted to obtain those accuracy rates. The accuracy rate must not change due to collection site elevation/altitude or humidity levels.

4. Support

The manufacturer must be able to provide free training twice per year for contract staff administering the test, at the request of any RRC contractor for which the cups are provided. This may be accomplished through on-site visits or through video teleconferencing. The manufacturer may provide a training video available to the RRC contractor.

The manufacturer must be able to provide technical assistance as needed by the RRC contactor.

For security purposes, and to maintain the integrity of the testing program, the product being offered must not be sold over the counter or over the internet.

The manufacturer will provide subject matter expert testimony upon request from the RRC contractor to address issues such as testing methodologies, testing results, testing cut-off levels, accuracy of on-site test cups, and other issues.

5. Quality Control/Manufacturing Practices

The RRC must ensure that the manufacturer of the on-site test cups provides a quality and properly functioning product. The manufacturer shall abide by all applicable federal laws and regulations.

6. Other Requirements

The laboratory must perform the confirmation test within 48 hours of receipt. Urine specimens testing positive must be retained by the laboratory for minimum of 30 days for possible retesting, if requested.

Urinalysis Laboratory-Based Services

1. **URINALYSIS TESTING SPECIFICATIONS**
The laboratory must comply with all specifications contained herein and all applicable local, state, and federal law, as indicated in 42 CFR Part 493, Laboratory Requirements, to engage in urine drug testing for federal residents. The RRC contractor will maintain certification documents and evidence the laboratory meets all specifications in Attachment G1 & G2. The urinalysis laboratory will detect and identify the drugs and/or metabolites by basic screen and confirmation at the minimal levels or lower as shown in Attachment G1 & G2.
Urine samples submitted for testing will contain the laboratory's required minimum amount of urine, ordinarily 30 milliliters.

A positive written report from the laboratory for any of the drugs listed in Attachment G1 & G2 indicates that the particular drug has been identified by an initial screening test as positive and then confirmed by a laboratory confirmation methodology procedure.

Retesting at the Resident's request is not permitted.
If necessary, due to litigation, the laboratory must provide a qualified expert witness to testify as to laboratory procedures employed as well as to accuracy and reliability of test results. Additionally, the laboratory must be able to prove chain of custody. RRMs will review these findings during monitoring visits.

2. **Specifications of Methodology**
Sensitivity - The laboratory will have the capability to detect and identify certain drugs and metabolites by basic screen at minimal levels, or lower, as indicated in the screening test levels.

3. **Basic Screening Procedures**

a) Laboratory-Based Screening Tests - All laboratory-based primary initial screen tests will be by Department Health and Human Services (DHHS) certified Enzyme Multiplied Immunoassay Technique (EMIT) or other DHHS certified comparable testing technology (CERT) as indicated in Attachment G1. All testing will be performed according to manufactures specifications for all requests and instruments, as in FDA approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted the laboratories modified protocol.

b) Confirmation of Positive Tests - The approved methods of confirmation of specimens testing positive are listed in Attachment G1 & G2. Confirmation tests must be completed on all initial screen-positives. The confirmation testing shall be capable of providing quantitative information and confirmation levels as specified in Attachment G1 & G2 of this Statement of Work. Examples of scientifically recognizes DHHS methods of testing are Gas Chromatography/Mass Spectrometry (GC/MS), Gas Chromatography/Tandem Mass Spectrometry (GC/MS/MS), two-dimensional Gas Chromatography/Mass Spectrometry (GC/MS/MS) or LC/Tandem Mass Spectrometry (LC-MS/MS). No substitutions can be made to the methods.

c) Confirmation Only Test Panels and Sensitivity – The Chain of Custody form, which will accompany each specimen sent by the RRC contractor, will indicate the drug(s) the RRC contract staff is requesting confirmation. The RRC Contractor may request confirmation for more than one drug from a single on-site test cup specimen. Confirmation will be accomplished for drugs at the lowest cut-off level scientifically possible by the laboratory's instrumentation and will not be higher than the specified levels listed in Attachment G2.

d) Special Screening Tests and Follow-up Confirmation Tests – Occasionally, an RRC Contractor may request special screening tests, with some requiring follow-up confirmation tests for any one or even all of the drugs listed in Attachment G1, as well as steroids, at the minimum cut-off levels or lower.

The drug(s) to be screened for will be indicated on the Chain of Custody form checked under other and the drug to be tested written in the blank space. If an RRC Contractor requests special screening be conducted for other than those listed in Attachment G1, the RRC Contractor will contact the laboratory to request the special screening test. A scientifically recognized DHHS method of testing, or Enzyme Multiplied Immunoassay Technique (EMIT), or other DHHS certified comparable testing technology (CERT) will be used as the initial screening method.

The absence of identification of which drugs to be screened and/or confirmed on the Chain of Custody forms does not constitute a "no test".

4. Other Requirements

The laboratory must perform the test within 48 hours of receipt. Urine specimens testing positive must be retained by the laboratory for minimum of 30 days for possible retesting, if requested.

5. Special Tests

The laboratory must have the capability to conduct steroid testing and will provide the RRC Contractor with a list of those steroids which the laboratory is certified to test for and the cut-off levels upon request.

6. Laboratory-Based Testing/Screening Procedures

a) Adulteration: All laboratory-based screening specimens, including special testing requests, submitted by an RRC contractor shall be automatically screened for adulteration, substitution, and dilution using DHHS certified laboratory procedures for measuring specific gravity, creatine, and pH. The laboratory must report to the RRC Contractor, any specimen suspected of adulteration and the suspected means or procedure used to adulterate the specimen.

If the laboratory suspects a urine sample contains an adulterant; for example, urine sample smells like bleach or contains foreign objects or discoloration, the RRC Contractor does not expect the lab to perform confirmation testing. However, the laboratory shall submit a report to the RRC Contractor's Facility Director via email informing the RRC Contractor of the laboratory's findings.

b) Retest: The RRC Contractor may request the laboratory to retest a specimen previously tested and reported.

c) Quality Control: The BOP reserves the right to conduct random announced/unannounced visits to the laboratory, using an industry recognized contractor/person(s) considered to be an expert in the field of laboratory urine testing, to ensure proper NLCP or CAPDT testing procedures are being followed. The laboratory must be certified in accordance with NLCP or CAPDT rules and regulations and documentation of the certification will be provided.

7. Reporting of Results

At the completion of the laboratory tests, the laboratory shall send the originating RRC Contractor facility the results, both

negative and positive, within 24 hours via email in a PDF format.

The laboratory may also make test results available to the designated staff by way of a secured web site. Results will be maintained in a database by the laboratory for a minimum three years.

Each urine specimen will require an individual report, or secure web site entry, from the laboratory regarding the results, indicating whether drugs were present or not (positive or negative), based on the cut-off levels stated in Attachment G1 & G2 of this attachment, and the type of drug(s).

Each result report, or secure web site entry, will have at a minimum, the name of the RRC Contractor Facility, the unique specimen identification number which is on the Chain of Custody form and on the seal of the on-site test cup lid, type of specimen tested, the drugs which were tested and/or screened and tested for, the positive or negative results of those tests, positive results will be displayed with quantitative values, reason for no test if applicable, date and time of collection, receipt of specimen in the laboratory and laboratory result reporting.

8. **Retention of Negative Urine Specimens**

The RRC may request the lab to retain all urine specimens sent in for screening, confirmation testing, or both, which confirm negative to be retained for seven days after the 24-hour notification of the results. This will allow the RRC Contractor to request a retest of the sample.

9. **Retention of Positive Urine Specimens**

Specimen confirmed positive by a scientifically recognized DHHS method of testing shall be retained for a minimum 60 days by the laboratory in appropriate storage ensuring the specimen is preserved in a condition suitable for retesting.

The laboratory shall maintain all positive reports for a period of 3 years.

10. **No Test Criteria**

Examples of conditions, which warrant a “no test” condition from the laboratory, are:

a) Specimens without the minimum amount of urine required to complete a proper test due to leakage, which occurred during shipment or insufficient level of urine provided by the donor resident.

If leakage is noted, every attempt will be made to conduct the requested test with the remaining urine in the cup or using the urine, which may have leaked but still contained in the sealed two-part bio bag and/or by extracting the urine from the absorbent pad in the bio bag.

b) Specimen with a tampered seal (the tamper-resistant seal must be intact for testing to be performed).

c) Specimens with tamper-resistant seals not dated and initialed by the donor resident (tamper-resistant seals must be initialed and dated for testing to be performed).

d) Specimens that the RRC Contractor requests confirmation test only and the laboratory determines the specimen visibly appears adulterated, diluted, or substituted will be screened/tested accordingly as outline in Laboratory-Based Testing/Screening Procedures – Adulteration, but will not be screened for any other drugs or steroids.

If the adulteration test proves positive, this will be declared a "no test" because the confirmation testing could not be conducted.

e) Specimens which indicate a negative result at the testing site, but the RRC Contractor has sent in for further screening and confirmation request will be automatically screened for adulteration, dilution, and/or substitution.

If this test produces a positive result for adulteration, this will be declared a "no test" since the screening for the drugs and/or steroids, depending on the institution's request, could not be completed.

f) The laboratory shall report each "no test" and the specific reason back to the RRC Contractor in the same manner as reporting the positives and negative results as outlined in Reporting Results.

g) A Chain of Custody form not completely filled out does not constitute a "no test" criteria. Even if no information is filled out on the form, the laboratory will still have the pre-printed RRC Contractor Name and Address, the account number, and the unique specimen ID number to send the results back to the RRC Contractor Facility.

If the RRC Contractor failed to identify on the form, the confirmation tests required and/or special screening and confirmation test required, then the laboratory will conduct screening and confirmation for all the drugs and the cut-off levels as outlined in Attachment A, and report those results to the requesting RRC Contractor.

11. Standard Procedures for Collecting Urine Surveillance Samples – Laboratory-Based or On-site Test Cup

a. Staff of the same gender as the resident being tested will directly supervise the giving of the urine sample. To eliminate the possibility of a diluted or adulterated sample, staff will keep the resident under direct visual observation until a complete sample is furnished.

If the resident is unable to provide the sample, at the time of the request, staff will continue direct supervision for a two-hour period. To assist the resident in giving the sample, staff will offer the resident sufficient water (minimum of 12 oz.) during the two-hour time period to aid in urination.

If a resident is unwilling or unable to provide a urine sample within two hours of a request, staff will file an incident report. No waiting period or extra time will be allowed for a resident who directly and specifically refuses to provide a urine sample.

Staff will visually witness the collection of urine into the specimen container. As soon as the sample has been collected, staff will secure the specimen. No unauthorized persons or residents may be involved in the handling of supplies or the collecting, recording, mailing, or processing of test results under any circumstances.

If an on-site test cup is utilized for the screening test, it is allowable for the on-site test cup to be used as a collection cup, on-site screening test and transportation cup to the laboratory in the event of a screen positive on the on-site screening test device.

On-site screening test will not be used as the sole evidence in issuing an incident report for positive use. An incident report should not be issued until a final laboratory report of a confirmation test is reported.

b. Residents will be thoroughly searched to detect any device designed to provide a urine substitute or possible contaminant and will thoroughly wash their hands prior to providing a sample.

c. Urine samples will be kept under direct RRC Contractor staff observation and control at all times, both before and after the donor resident furnishes the urine sample until moved to a secured area where the urine samples will be stored until mailing. This area should be designated by the Facility Director and will be accessible to a very limited number of RRC Contractor staff. Under no circumstances will residents have access to this area.

d. All urine samples will be mailed to the testing laboratory no later than 24 hours after collection, (excluding holidays and weekends).

e. Each RRC Contracted facility will maintain a Drug Test Log documenting all urine testing and will be available for review by the RRM when requested. The log will indicate donor resident name, RRC Contractor staff (collector) name, date of collection, time of collection, type of test performed, test result and if resident refused to cooperate.

f. When the resident reports for testing RRC Contractor staff will:

(1)Make a positive picture identification of the resident;
(2)Donor Resident will thoroughly wash their hands;
(3)Collect the sample from resident under direct observation;
(4)Assign the sample a urine sample identification number from the chain of custody form provided by the laboratory;
(5)Seal the urine sample with a bottle label that is affixed to the bottom of the chain of custody form in the presence of the resident donor; have the donor initial and date the bottle label seal ONLY after the label has been affixed to the urine sample;
(6)For a laboratory-based or on-site test cup urine collection, complete the chain of custody form to include, collection site information, collection information (i.e., temperature, observed collection, type of sample collected [single or split], donor printed name, signature and date, collector printed name, signature, and date).
(7)Once Chain of Custody is completed and the on-site test cup device is used, have the resident donor step away from the testing area while the contract staff reads the screening test results. This avoids resident donor/RRC Contractor staff confrontation. The RRC Contractor staff performing the on-site test cup should let the testing device out of their sight anytime during the testing process.

(8) If using the on-site test cup device, and the urine sample is negative, circle the Negative and place the Chain of Custody form in the resident donor's file as documentation of the drug test; dispose of the urine sample in the toilet and the on-site test cup in the trash can;
(9) If using the on-site test cup device, and the urine sample screens positive for drug(s), indicate on the Chain of Custody form, by checking or circling the drug(s) that the laboratory will perform confirmation testing on.
(10) For laboratory-based or on-site test cup urine samples, place the sealed urine sample in the front pouch of the bio bag and the completed chain of custody form in the back pouch of the bio bag; seal the bio bag and place the sample in a secured area until the urine sample is shipped to the laboratory.
(11) Record the donor resident name, RRC Contractor staff (collector) name, date, time, type of test performed, test result and if resident refused to cooperate on the Drug Testing Log.
(12) Positive Tests – For an incident report charging use of a particular drug to be justified, the minimum waiting period between successive positive samples, as outlined below in Detection Periods for Selected Drugs, must be observed. In addition, waiting periods also apply to residents who initially arrive at the facility.

When a positive result is received, and an incident report written, a photocopy of both the copy of the Chain of Custody form and the positive laboratory report will be attached to the incident report and made a part of the disciplinary record.

When a positive finding cannot be explained, RRC staff will thoroughly investigate the positive urine test result to validate the positive urine test result to validate the positive finding. The RRC Contractor will report all unauthorized positive test results to the RRM on the day received.

Detection Periods for Selected Drugs

The time periods below are estimates of the maximum lengths of time, after last use, that a person's urine would be positive for a particular drug. These periods also represent the minimum waiting periods between samples on which successive disciplinary actions for the same drug ordinarily may be based.

For example, ordinarily at least 30 days must lapse between urine collection dates before disciplinary action may be taken for a second THC positive. The resident could; however, be retested within this 30-day period and disciplinary action could be based on positive results for drugs other than THC.

Time	**Drugs**
3 Days	Amphetamines, Methamphetamine, Cocaine, Cocaine Metabolite, Buprenorphine, Fentanyl, K2/Spice (Synthetic Marijuana), MDPV (Bath Salts)
5 Days	Methadone and Methadone Metabolite
6 Days	Morphine, Codeine, Opiates, Meperidine (Demerol), Pentazocine (Talwin), Propoxyphene (Darvon), Benzodiazepines Ecstasy (MDMA), Oxycodone
11 Days	Barbiturates and Phencyclidine (PCP)
14 Days	Phenobarbital
30 Days	THC

ATTACHMENT G1: Laboratory Screening and Confirmation Testing

Drug/Substance	Screening Method	Maximum Cut-Off Level	Confirmation Method	Maximum Cut-Off Level
Amphetamines	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Barbiturates (Amorbarbital, Butabarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital)	EMIT/CERT	200 ng/mL	GC/MS or LC-MS/MS	50 ng/mL
Benzodiazepines (Alprazolam)	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Cocaine (Benzoylecgonine)	EMIT/CERT	150 ng/mL	GC/MS or LC-MS/MS	12 ng/mL
THC	EMIT/CERT	15 ng/mL	GC/MS or LC-MS/MS	4 ng/mL
Methamphetamines	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Morphine	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Oxycodone (Oxymorphone)	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Opiates (Codeine, Hydrocodone, Hydromorphone)	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Phencyclidine (PCP)	EMIT/CERT	100 ng/mL	GC/MS or LC-MS/MS	10 ng/mL
MDPV (Bath Salts)	EMIT/CERT	15 ng/mL	GC/MS or LC-MS/MS	9 ng/mL
Fentanyl (Nor-Fentanyl)	EMIT/CERT	2 ng/mL	GC/MS or LC-MS/MS	1 ng/mL
Synthetic Cannabinoids (K2/SPICE)	EMIT/CERT	15 ng/mL	GC/MS or LC-MS/MS	LOD
Buprenorphine (Nor-Buprenorphine)	EMIT/CERT	5 ng/mL	GC/MS or LC-MS/MS	4 ng/mL

ATTACHMENT G2: On-site Test Cup Screening Cutoff Levels and Laboratory-Based Confirmation Testing Levels

Drug/Substance	On-site Test Cup Maximum Screening Cut-Off Level	Laboratory-Based Confirmation Method	Laboratory-Based Maximum Cut-Off Level
Amphetamines	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Barbiturates (Amorbarbital, Butabarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital)	300 ng/mL	GC/MS or LC-MS/MS	50 ng/mL
Benzodiazepines (Alprazolam)	200 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Cocaine (Benzoylecgonine)	150 ng/mL	GC/MS or LC-MS/MS	12 ng/mL
THC	50 ng/mL	GC/MS or LC-MS/MS	4 ng/mL
Methamphetamines	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Morphine	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Oxycodone (Oxymorphone)	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Opiates (Codeine, Hydrocodone, Hydromorphone)	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Phencyclidine (PCP)	25 ng/mL	GC/MS or LC-MS/MS	10 ng/mL
MDPV (Bath Salts)	300 ng/mL	GC/MS or LC-MS/MS	9 ng/mL
Fentanyl (Nor-Fentanyl)	100 ng/mL	GC/MS or LC-MS/MS	1 ng/mL
Synthetic Cannabinoids (K2/SPICE)	50 ng/mL	GC/MS or LC-MS/MS	LOD
Buprenorphine (Nor-Buprenorphine)	10 ng/mL	GC/MS or LC-MS/MS	4 ng/mL

REQUIRED FIRST AID KIT CONTENTS

First Aid Kits located within the RRC must contain at a minimum:

- 1 Elastic bandage wrap, 2" x 5 yds.
- 25 Visible blue bandages, metal detectable, 1" x 3"
- 20 Knuckle visible blue bandages, metal detectable
- 20 Fingertip visible blue bandages, metal detectable
- 1 Triangular sling bandage, 40" x 40" x 56"
- 10 Gauze dressing pads, 2" x 2"
- 10 Gauze dressing pads, 3" x 3"
- 1 Conforming gauze roll, 2"
- 1 Conforming gauze roll, 3"
- 1 Trauma pad, 5" x 9"
- 1 Cloth first aid tape roll, 1" x 5 yds.
- 10 Alcohol cleansing pads
- 2 BZK antiseptic towelettes
- 6 Burn relief gel packs, 3.5 g each
- 10 First aid/burn cream packs, 0.9 g each
- 10 Antibiotic ointment packs, 0.9 g each
- 1 First aid tape roll, 1/2" x 10 yds.
- Scissors, 1 pair
- 2 Eye wash solutions, 0.5 oz. each
- 10 Moleskin blister prevention bandages, 2" x 2"
- 1 American Red Cross Emergency First Aid Guide
- Latex-free vinyl gloves, 2 pairs
- Stainless steel tweezers, 1 pair
- 1 CPR face shield and vinyl gloves set

Attachment I

Federal Bureau of Prisons RESIDENTIAL REENTRY	**Date:** **Facility/Facility Code:**

REQUEST FOR APPROVAL FOR MEDICAL TREATMENT AND REIMBURSEMENT

To:__ From:_____ Residential Reentry Manager
Facility Staff / Title

Inmate Name		☐ **M** ☐ **F**	**DOB:**	
Register Number		**Release Date**		

DATE(S) OF SERVICE:

Reason/type of treatment/medication requested (listed medications requested must include quantity, dosage, and treatment purpose):

Expected Type and Duration:	☐ Routine (follow-up not likely) ☐ Routine (expect 1-2 additional appointments) ☐ Emergency (follow-up likely) ☐ Recurring (on-going monthly charges likely)

Provider Information:	Name			
	Address		City:	State:
	Phone Number			

Payment Options:	Estimated Cost:		
	Inmate Medicare Eligible?	☐ Yes	☐ No
	Inmate on Disability?	☐ Yes	☐ No
	Insurance Available?	☐ Yes	☐ No
	Local no-cost/low-cost/Medicare rates available?	☐ Yes	☐ No

List any medical problems diagnosed or treatment currently on-going:

****This form must be completed in advance and approved prior to treatment for all medical/dental treatment and medications, other than inmate emergencies and physicals. All emergencies must be reported to the RRM via telephone after medical treatment is sought or received and this form completed. Additionally, this form must be attached to invoices requesting reimbursement for services in accordance with medical billing requirements, including required documentation. Medication reimbursement requires documentation of prescription recipient, medication provided, and delivery/service date.**

Reviewed By: _____ _____
Residential Reentry Manager Date

For mental health inmates requiring medication - Reviewed By: _____ _____
Community Treatment Services Coordinator Date

Approved: ☐ Yes ☐ No _____ _____
Regional Health Services Administrator Date

Attachment J

FEDERAL BUREAU OF PRISONS

RESIDENTIAL REENTRY CENTER BI-WEEKLY HOME CONFINEMENT REVIEW FORM

* INITIAL FORM TO BE COMPLETED AT PROGRAM MEETING IMMEDIATELY PRECEDING RESIDENT'S HOME CONFINEMENT ELIGIBILITY DATE (HCED)

Resident Name:		**Register Number:**	
RRC Name:		**Arrival at RRC:**	
HCED Date:		**Release Date:**	
Date HC Plan Submitted to RRM:		**Targeted HC Placement Date:**	
CURRENT OBSTACLES TO HOME CONFINEMENT			
Release Related	No Release Residence Distance from RRC	Release Residence Change/Denial No Transportation	
Family Related	Family Refusal/Concerns Other (Explain)		
Services	No Transitional Services near release address		
Lack of Funds	No funds for independent living [phone, rent, transportation (attach financial plan)]		
Inmate Refusal	Attach disciplinary report for Failure to Program		
Placement Request Denied by RRM/SMT	Explain:		
Disciplinary Informal/Formal	Explain:		
Other	Explain:		
Bi-Weekly Review/Progress			
If resident continues to not be appropriate for home confinement, a new form should be initiated every two weeks.			

What actions are being taken to assist the inmate to overcome each of the above listed barriers to placement? **What strategies is the RRM suggesting?**			
Facility Director Review/Signature		**Date:**	
RRM Review/Signature		**Date:**	

Distribution: Inmate File, Residential Reentry Management Office

Attachment K

BP-A0460 CONDITIONS OF HOME DETENTION CDFRM JU/&

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS

Resident Register Number

I understand that my placement on Home Detention status is a privilege which may be revoked by the Community Corrections Manager (CCM).I understand that any violation of Home Detention Conditions, or conduct or activity which reflects a disregard for the rights of others, shall be sufficient cause to revoke my Home Detention and/or terminate my Residential Re-Entry Center (RRC) program participation

I understand and agree to abide by the following conditions during my period of Home Detention:

1. I will reside at my approved residence at_____.

2. I will conduct myself in a lawful manner.

3. I will accept phone calls from RRC/Probation Staff, verifying my presence at my home and at my job site. I agree to maintain a telephone at my place of residence without "call forwarding," or "three-way calling" for this period and will, when requested, provide copies of my telephone bill to the Center/Probation staff. I also agree that if my confinement is to be electronically monitored, I will wear any electronic monitoring device required, follow procedures specified, and comply with any telephone and computer access restrictions as they apply to the monitoring device requirements.

4. I will accept the visits of RRC/Probation personnel to my job site and home.

5. I will return to the RRC/Probation at least weekly for routine progress reviews and program participation, and more often if instructed to do so.

6. I understand I must continue mental health/psychiatric treatment, substance abuse treatment, sex offender treatment while on Home Detention.

7. I will not own or possess any deadly weapon or knowingly be in the company of a person possessing the same.

8. I will remain steadily employed at and will not change employment without prior approval of RRC/Probation staff

9. I will not knowingly associate with persons having a criminal record, nor frequent places where illegal activities are conducted.

10. I will not drink alcoholic beverages of any kind; nor will I enter any establishments such as bars or liquor stores, where the sale and/or consumption of alcoholic beverages on the premises is the primary business of the establishment.

11. Except as medically authorized, I will not use or possess narcotics, or other controlled substances, nor be in the presence of persons possessing the same.

12. I agree that during the Home Detention period, I will remain at my place of residence, except for employment, unless I am given specific permission to do otherwise.

13. I will not own or drive a motor vehicle without proper authorization.

14. I will abide by special instructions given to me by the RRC/Probation, e.g., electronic monitoring program participation.

15. I will submit to urinalysis or alcohol testing as requested by the RRC/Probation. I understand that ingestion of poppy seed food products may result in positive test results for unauthorized drug use and is therefore prohibited.

16. I understand that I am personally responsible for all costs of my housing, meals, and general subsistence, while I am on Home Detention.

I fully understand that willful failure to report as required, unauthorized change of residence, employment, or failure to otherwise inform Center staff of my whereabouts, could constitute an escape from federal custody.

Resident's Signature | Date

Approved (RRC (Director)

Approved (CCM)

Attachment L

Home Confinement Review Fact Sheet

Inmate Name: _____ Register Number: _____

RRC: _____ Age: ___ Sentence Length:_____

Arrival Date at RRC: _____ 10% Date: _____ Recommended Placement Date: _____ PRD: _____

PSF Assignment and Circumstances: _____

Programs Completed/Failed: _____

Number of Prior Adult Incarcerations: _____ Juvenile Criminal History: ___

History of Violence: ___ Mental Health History: ___ Identified Medical Issues: ___

Drug/Alcohol History:_____Involved in CTS/TDAT Treatment: ___

Number of Passes Completed: _____

Name & Relationship of person for home confinement residence:

_____ _____

Date Employment began: _____ Hours worked per week: _____

USPO Approved: _____ Date: _____
Name

RRC Site Visit: _____ Date: _____
Name

RRM comments/Justification for approval (specify accountability strategies – note RRC discipline):

RRM Approval:_____ Date: _____

SA Approval:_____ Date: _____

09.2013.RRMB

Attachment M

RESIDENT SURVEY

This is a voluntary, confidential survey.
Your answers will be used to improve your Residential Reentry Center.
Your answers will not be shared with staff.

TO ANSWER, CIRCLE A NUMBER FOR EACH QUESTION.

How much help have you gotten to find and keep a job?

1	2	3	4	5
None		Some		Lots

How much help have you gotten to find a place to live?

1	2	3	4	5
None		Some		Lots

How much time are you allowed to spend with family or other important people in your life?

1	2	3	4	5
A lot of time		Some time	Not enough time	

Are the staff doing a good job?

1	2	3	4	5
No		Sometimes		Yes