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Robert Patton, Director Oklahoma Department of Corrections	Signature on File		

Community Corrections Residential Contracts

In accordance with 57 O.S. § 502 and 74 O.S. § 85.7, the Oklahoma Department of Corrections (DOC) is authorized to contract with private/public contractors for the housing, care, and control of offenders. Services offered for persons under the custody or supervision of the Department of Corrections includes, but is not limited to: housing, substance abuse treatment, mental health services, reentry and work release placement. (4-ACRS-7D-26)

The division of Community Corrections will monitor compliance with standards specified in each contract. (2-CO-1A-20)

I. Definitions

A. Contract

A contract is an agreement between DOC and a vendor who provides housing, care and control of offenders. Contracts will establish standards and measurements for meeting those standards.

B. Contract Monitors

The contract monitor is an employee of the agency designated as the official liaison with the vendor on all matters pertaining to the operation and management services of the contractual agreement.

C. Host District

The host district is to serve as a resource for the contractor and will:

1. Provide maintenance of offender records;
2. Coordinate medical services;
3. Provide oversight of offender placements to ensure eligibility;
4. Conduct monthly inspections of case management duties;
5. Review disciplinary and classification actions;
6. Provide offender trust fund management: and
7. Monitor security processes.

D. Audit Team

Audit team members are assigned by the division manager to monitor and evaluate each community contract facility for compliance.

E. Community Contract Facility

A community contract facility is a facility not owned or operated by DOC, which provides for housing, care, and control of offenders at the community supervision security level.

F. Offender

For the purposes of this procedure, an offender is any person who is

incarcerated in DOC, eligible for community supervision and is assigned to the housing, care and control of a community contract facility.

II. Contracts (2-CO-1A-20)

The division manager of Community Corrections will develop contracts in conjunction with the Office of the General Counsel. The division manager and the General Counsel are responsible for contract discussions and interpretations and will execute the contracts with private or public contractors. The division manager will coordinate the payment of contractor bills, ensure statutory and contractual compliance and ensure required audits are conducted.

A. Procedures for Contracting With Community Agencies and Facilities

DOC is authorized to place offenders, who require specialized care and treatment or who have specific reentry needs, into inpatient or residential programs in the community. (4-ACRS-5A-02) Such placements will be in accordance with the following procedures:

1. A written contract or service agreement will exist between DOC and the community agency or facility before any placement may be made.
2. DOC may only contract with other agencies or facilities capable of meeting agency specifications. These specifications will include standard requirements for staffing, programs and services provided and will provide for the supervision of offenders and the compliance with the rules and regulations of the state fire marshal, state health department, and other appropriate regulatory agencies. The specific standards for each program may vary in relation to the service to be provided by the contractor.
3. Contract facilities with specialized substance abuse programs will maintain certification standards prescribed by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS). (4-ACRS-7B-02M)

B. Contracting Requirements and Provisions

DOC will consider contracts with community agencies and facilities based on proposals submitted. Each proposal will be evaluated according to agency specifications. All awards of contracts will comply with applicable statutes and regulations.

1. DOC will reimburse community contract agencies at a rate commensurate with the professional services rendered and the approved state rate.

2. The community corrections division manager, along with the chief administrator of Program Services, will approve all programmatic aspects of potential contract facilities prior to the agency entering into a formal agreement/contract.
3. Each community contract agency or facility will be assigned a host district to maintain offender out-count status and responsibility for offender time calculations.
 - a. Offender earned credits will be accrued in accordance with applicable statutes and procedures as outlined in [OP-060211](#) entitled "Sentence Administration."
 - b. Case management supervision, case management services, classification reviews, parole process, offender grievances, and the offender disciplinary process will be provided by the contract facility or the host district, as determined by the contract.
4. Medical services and health care of offenders assigned to contract facilities is the responsibility of the host district; however, those offenders assigned to work release will be encouraged to use medical services outside of DOC.
5. The contracting agency or facility will comply with all applicable DOC policies, federal and state statutes and court orders.

C. Additional Conditions

Any contract between the agency and a community contractor which provides for the housing, care, and control of offenders in a non-DOC facility operated by the contractor will contain, in addition to other provisions and terms, the following conditions:

1. Requirements for the contractor to obtain written authorization from the governing board of any municipality in which the facility is to be located, or if the facility is not to be located within a municipality, written authorization from the board of county commissioners of the county in which the facility is to be located. (2-CO-2B-03)
2. The contractor will maintain facilities in such condition that complies with all applicable local and state fire, health, and zoning requirements, as well as compliance with the Life Safety Codes. Copies of each inspection will be provided to the contract monitor's office. (4-ACRS-7A-05)
3. Within nine months of the effective date of the contract, contractors who contract for 100 or more bed spaces per day will enter into candidate status for accreditation with the American Correctional

Association (ACA) - Standards for Adult Community Residential Services (ACRS), Commission on Accreditation for Rehabilitative Facilities or a comparable accreditation as agreed to by both parties.

- a. The contractor will achieve accreditation of the facility within 36 months of the contract's effective date at the contractor's expense.
 - b. Accreditation will be maintained for the term of this contract and subsequent extensions at the contractor's expense.
4. A contractor will not house offenders from this state with federal or state offenders from another state unless segregated or otherwise housed in such a manner as to satisfy the director of the Department of Corrections. The contractor will submit a written plan to the contract monitor for multiple jurisdiction populations when Oklahoma offenders are housed at the facility.
 5. The contractor will be required to comply with all Prison Rape Elimination Act (PREA) Prison and Jail standards (http://www.ojp.usdoj.gov/programs/pdfs/pread_final_rule.pdf). The contractor's compliance with PREA standards will be monitored by the host district.
 6. The contractor will provide information to the host district and DOC contract monitor regarding any offense committed that would be a felony if committed in a state correctional institution, and will be further reported as required by law.

D. Employees

1. A felony criminal records search of employees or prospective employees is required. Results of the felony criminal records search will be maintained and available for review upon request. (4-ACRS-7B-05).
2. The contractor will not employ any individual who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons with previous criminal convictions, but who are not under supervision, may be considered for employment in non-security positions; however, DOC must approve all such placements. Request for approval will be submitted to the contract monitor and district supervisor. Consideration will be given to such factors as criminal history; time elapsed since conviction(s), which must be a minimum of 18 months, and subsequent adjustment in the community.
3. The contractor will provide monthly notification to the host district and contract monitor's office of all resignations/terminations and new

hires. Notification will include circumstances under which employees resigned or were terminated.

E. Monitoring Fees

1. DOC may charge the contractor a reasonable fee for monitoring compliance if the contractor is found to be out of compliance with any section of the contract and specific follow up monitoring is required.
2. DOC may provide training to personnel of the contractor, pursuant to the contract. DOC will charge a reasonable fee for the training.
3. DOC may charge the contractor a reasonable fee for the Office of the Inspector General investigations if the contractor is found to be in violation of policy and/or contract violations and an investigation is warranted by DOC.

III. Procedures for Selection and Placement

A. Eligibility Criteria

All offenders must meet community eligibility criteria as defined in [OP-060104](#) entitled "Community Corrections Assessment" for contract facility placements.

1. Offenders placed in community contract facilities for Prisoner Public Works Programs must also meet the eligibility requirements as outlined in [OP-090106](#) entitled "Prisoner Public Work Contract and Assignment of Offenders to Public Works Programs."
2. Offenders placed in community contract facilities for work release programs must also meet the eligibility requirements as defined in [OP-090110](#) entitled "Work Release."
3. Offenders will meet any special eligibility criteria specified by the contract facility or the host district in accordance with [Attachment A](#) entitled "Contract Out-Count Agencies" (attached).
4. Criteria for offenders requiring special treatment or reentry services in a community contract facility include those offenders who have an identifiable chemical dependency problem, mental health or intellectually impaired need. (4-ACRS-5A-02)

B. Approved Programs

Annually, the division of Community Corrections division manager/designee will advise each division of the agencies and facilities that have contracts with the agency to provide programs cited in this procedure. Facilities will post program notifications in locations accessible to offenders.

C. Residential Program Referral Process for Community Contract Facilities

1. For referrals to contract facilities providing reentry, substance abuse or mental health programs; transfer packets will be submitted by the recommending facility to the Population Office for placement. If denied with no alternate placement, the packet will be returned to the recommending facility. The packet will include:
 - a. RAP Sheet-OSBI/FBI;
 - b. "Custody Assessment Scale" ([DOC 060103A \(M\) \(F\)](#));
 - c. "Facility Assignment Form (FAF)" ([DOC 060204A](#));
 - d. Psychological Evaluation (if required by the contract facility);
 - e. "Consolidated Record Card" ([DOC 060211H](#)) (current and prior incarcerations); and
 - f. "Activity/Housing Summary" (located in the electronic health record (EHR)) dated within one year prior to entering the program.
2. All residential packets for work release and prison public works programs will be submitted by the originating community facility to the Population Office for review. If denied, the "Facility Assignment Form (FAF)" ([DOC 060204A](#)) will be returned to the originating facility. Contract facility packets will normally be initiated from community supervision facilities. The packet will include:
 - a. "Facility Assignment Form (FAF)" ([DOC 060204A](#));
 - b. "Consolidated Record Card" ([DOC 060211H](#)), front and back of the current card and the front of all prior cards; and
 - c. "Activity/Housing Summary" (located in the electronic health record (EHR)) dated within one year prior to entering the program;

IV. Reporting Requirements

A. Monthly Reports

The contractor will submit monthly reports to the contract monitor, district supervisor, health services, and any other DOC unit as required by contract.

B. Escapes

The contractor will establish procedures to account for all offenders at all times, including time away from the facility.

1. Immediately upon notification that an offender cannot be accounted for in the community, (i.e., not present at work, church, outside programs, return from job search or did not arrive at their destination listed on their itinerary), the host facility will be immediately notified.
 - a. Once the host facility has been notified, escape procedures will be initiated.
 - b. If the offender has not returned to the facility by the time the packet is completed, the hot line will be notified. The process will not exceed two hours.
 - c. The contract facility will submit the following documents with the escape packet:
 - (1) Copy of approved itinerary;
 - (2) Copy of job card (if employed);
 - (3) Copy of sign in/out sheet for the previous 30 days; and
 - (4) Copies of all pay stubs for the previous 30 days.
2. Once the checklist is completed, and if the offender has not returned, the facility will immediately inform the host facility.
3. Escape notification procedures will be initiated in accordance with [OP-050103](#) entitled "Escape Notification Procedures," when an offender(s) can no longer be accounted for, or if reasonable suspicion is believed that an offender(s) has escaped/absconded. This may include, but is not limited to the following:
 - a. During an approved off facility itinerary, leave, or work assignment or failure to return at the designated time without prior facility authorization; or
 - b. Unauthorized departure from the facility and/or failure to report to the supervising officer as directed.
4. The contractor will complete and forward any additional reports as requested by the agency.

C. Work Release

All contract facilities with a work release program will develop a process to ensure that offenders are working the required hours per week in accordance

with [OP-090110](#) entitled "Work Release."

Employment percentages will be calculated by paychecks received and the date of employment as listed on the "Offender Status Report" ([Attachment B](#), attached). The monthly report entitled "Division of Community Corrections Halfway House Report" ([Attachment C](#), attached) will be submitted by the fifth of each month to the contract monitor's office and to the host facility.

1. The contractor will ensure that the employer is informed of the procedure to which the contracting facility has agreed to use for the collecting of paychecks based on [OP-090110](#) entitled "Work Release."
2. The host district will provide the contract facility with a copy of the program support log weekly, or as agreed upon between the contractor and host facility, and a copy of the monthly report will be provided at the end of each month.
3. If an offender is removed from work release, the contractor will inform the employer that the offender will not be returning to work. The contractor will also notify the host district's business office.
4. Unemployed offenders who have arrived at the facility within the previous 30 days, or have had a transfer packet submitted and approved by the host district, will not be included in the employment percentage calculations. Offenders who have been granted a 30 day extension will not be calculated as unemployed.

V. Contract Monitoring (2-CO-1A-22, 2-CO-1B-10, 4-ACRS-7D-02)

The contract, subsequent addenda, amendments and the memoranda of understanding between DOC and the contractor will form the basis of the standards for contract compliance monitoring. Monitoring of contract facilities will consist of gathering information not only specified in this procedure but also made necessary by a federal, state, local, or agency initiative or court order.

A. Monitoring Process

The agency will monitor contractual compliance in the following ways that include but are not limited to:

1. On-Site Monitoring and Periodic Visits

The contract monitor, designee or other agency employee designated by the division manager will conduct regular on-site visits to include unannounced audits. During these visits, the facility may be observed during the normal daily operations, to include observation on all three shifts. The contract monitor may review various procedures, interview staff/offenders, review files, records, and programs. Additionally, staff

will meet and discuss any issues with the contractor, communicate any information relevant to vendors and follow-up with any former concerns. The following specific areas will be monitored in accordance with state statutes, DOC procedures and contract standards or court order:

- a. Offender housing, program participation and employment, in accordance with DOC procedures;
- b. Offender programs, employment, and idleness, the employment standard is that 90% of the eligible offender population will be employed at least 30 hours per week;
- c. Disciplinary process/loss of earned credits;
- d. Adjustment reviews;
- e. Earned credit levels, assignment, approval;
- f. Serious Incident Report reviews;
- g. Incident reports;
- h. Grievance profile, to include the nature, frequency and type of grievances;
- i. Segregation profile; to include the number of offenders, reasons for placement, length of stay;
- j. Population statistics, to include count, in/out, type of moves;
- k. Approve escorted leave, funeral/hospital trips;
- l. Approve population transfers as required by policy (higher, lower, overrides);
- m. The review of offender population classification status through a screening process or other periodic review;
- n. Internal/external security;
- o. Staffing levels;
- p. Staff training;
- q. ACA mandatory standards;
- r. Medical, mental health and dental services;

- s. Food service;
- t. Employee background checks; and
- u. All security practices.

Following these visits, any deficiencies will be provided in writing to the contractor requesting the corrective actions no later than 30 days.

2. Facility Searches

The division manager may authorize a search of the contract facility at any time with or without notice.

B. Reports

Contract reports will be prepared by the contract monitor on a monthly basis with a monthly analysis prepared for each facility.

C. Audits (2-CO-1B-10, 4-ACRS-7D-02)

1. The contract monitor will conduct monthly audits/ inspections of all halfway houses. Halfway houses facilities that house 150 or more offenders will have monthly audits/inspections completed by the contract monitor's office. Inspections will be documented and forwarded to the division office with the monthly report. This is in addition to the inspections conducted by the host facility.
2. The district supervisor, assistant district supervisor, chief of security or case manager IV will conduct monthly inspections. Halfway house facilities which house 150 or more offenders, will receive weekly inspections. Inspections will be documented and forwarded to the division office with the monthly report.
3. An audit team chaired by the contract monitor will be appointed to conduct an annual audit of the performance and continued compliance of the contract, along with policies and procedures. The division of Community Corrections will ensure audits of community contract facilities are conducted at a minimum annually and randomly if necessary. Audits will be used to ensure that facilities are in compliance with contract requirements and other required standards.
 - a. The audit team will submit a report of its finding and recommendations to the contractor and contract monitor.
 - b. The contractor will have 30 days in which to review the audit report, prepare a corrective action plan and/or appeal any finding or conclusions in writing.

- c. The contract monitor will review the corrective action plan.
 - d. The division manager will review any appeal and determine a decision.
 - e. A copy of all audits will be provided to the associate director of Field Operations. The associate director of Field Operations will be responsible to brief the director of all the findings.
4. Audits may encompass the following:
- a. Applicable state laws;
 - b. Contractual requirements;
 - c. DOC policy/procedure;
 - d. Oklahoma State Health Department regulations;
 - e. Office of the State Fire Marshal regulations;
 - f. Facility procedure/rules/other regulatory agencies; and
 - g. Department of Mental Health and Substance Abuse Services standards, if applicable.

D. Assessment of Liquidated Damages

1. Failure to comply with the agreed contract will be considered a breach of that contract and may result in the assessment of damages.
2. Liquidated damages for each day of a breach may be calculated as follows, but not limited to:
 - a. A formula calculated as $V \times B \times \$25.00 \times \text{number of days}$, with:
 - (1) V = Relative value of service.
 - (2) B = Relative value of the breach.
 - b. Service Area (V) = 5

Security and Control, ACA Accreditation, Classification and Case Management, Use of Force, Escapes, Contract Monitoring, Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Offender Discipline, Grievance, Visitation, Records and Reports, Employee Training, Operating Standards, Transportation, Maintenance, Repairs and Replacements, Work Release, PREA,

Policies/Procedures/Post Orders, Laundry and Offender Clothing, Telecommunications, Supplies/Perishables, Recreation

c. Operator Breach (B) =

Failure to Provide Service- 5
Failure to Document- 2
Failure to Report- 2
Failure to Comply with other Applicable Requirements- 5

E. Obligation to Assess Liquidated Damages

DOC is not obligated to assess liquidated damages before availing itself of any other remedy.

F. Discontinuing Liquidated Damages

DOC may choose to discontinue liquidated damages before availing itself of any other remedy available under this contract or at law in equity.

VI. References

Policy Statement No. P-030100 entitled "Provision of Services/Offender Rights and Responsibilities"

OP-031001 entitled "Offender Escorted Leave/Activities"

OP-050103 entitled "Escape Notification Procedure"

OP-060104 entitled "Community Corrections Assessment"

OP-060211 entitled "Sentence Administration"

OP-090106 entitled "Prisoner Public Work Contracts and Assignment of Offenders to Public Works Programs"

OP-090110 entitled "Work Release"

57 O.S. § 502

74 O.S. § 2001 85.7

VII. Action

The division manager of Community Corrections is responsible for compliance with this procedure.

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The division manager of Community Corrections is responsible for the annual review and revisions.

Any exceptions to this procedure will require prior written approval from the director.

This procedure is effective as indicated.

Replaced: Operations Memorandum No. OP-030402 entitled "Community Corrections Residential Contracts" dated April 16, 2014

Distribution: Policy and Operations Manual
Agency Website

<u>Referenced Forms</u>	<u>Title</u>	<u>Location</u>
DOC 060103A (M)	"Custody Assessment Scale"	OP-060103 (M)
DOC 060103A (F)	"Custody Assessment Scale"	OP-060103 (F)
DOC 060204A	"Facility Assignment Form (FAF)"	OP-060204
DOC 060211H	"Consolidated Record Card"	OP-060211
MSRM Form	"Activity/Housing Summary"	EHR

<u>Attachments</u>	<u>Title</u>	<u>Location</u>
Attachment A	"Contract Out-Count Agencies"	Attached
Attachment B	"Offender Status Report"	Attached
Attachment C	"Division of Community Corrections Halfway House Report"	Attached