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Scott Crow, 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 (ODOC) is authorized to contract with private/public contractors for the housing, care, and control of inmates. Services offered for persons under the custody or supervision of the ODOC includes, but is not limited to: housing, substance abuse treatment, mental health services, reentry and work release placement. (4-ACRS-7D-26)

The office of the chief administrator of Community Corrections and Contract Services will monitor compliance with standards specified in each contract. (2-CO-1A-20)

I. Definitions

A. Contract

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

B. Contract Monitors

The person appointed by ODOC who will work for, and is paid by, the agency. The contract monitor will serve as the official liaison between the agency and the contractor/operator on all matters pertaining to the operation and management services as specified by state statute and/or contractual agreement including:

1. Monitor security processes;
2. Review disciplinary and classification actions;
3. Conduct inspections of case management duties; and
4. Provide oversight of inmate placements to ensure eligibility.

C. Host Facility

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

1. Provide maintenance of inmate records;
2. Coordinate medical services;
3. Provide inmate trust fund management; and
4. Provide security support as needed.

D. Monitors

Monitors are assigned by the chief administrator of Community Corrections and Contract Services to monitor and evaluate each community contract facility for contractual compliance.

E. Community Contract Facility

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

II. Contracts (2-CO-1A-20, 2-CO-2B-03, 4-ACRS-7A-05)

The chief administrator of Community Corrections and Contract Services will develop contracts in conjunction with the office of the General Counsel. The chief administrator of Community Corrections and Contract Services and the General

Counsel are responsible for contract discussions and interpretations and will execute the contracts with private or public contractors. The chief administrator of Community Corrections and Contract Services will coordinate the payment of contractor bills, ensure statutory and contractual compliance and ensure required audits are conducted.

A. Additional Conditions

Any contract between the agency and a community contractor, which provides for the housing, care, and control of inmates in a non-ODOC 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. Contractors are required to be in compliance with American Correctional Association Accreditation Standards (ACAAS) for Adult Community Residential Services and/or Commission on Accreditation for Rehabilitation Facilities (CARF).
4. A contractor will not house inmates from this state with federal or state inmates from another state unless segregated or otherwise housed in such a manner as to satisfy the agency director of the Oklahoma Department of Corrections. The contractor will submit a written plan to the chief administrator of Community Corrections and Contract Services for multiple jurisdiction populations when Oklahoma inmates are housed at the facility.
5. The contractor will be required to comply with all Oklahoma Prison Rape Elimination Act (PREA) Prison and Jail standards (https://www.ojp.gov/programs/pdfs/prea_final_rule.pdf). The contractor's compliance with PREA standards will be monitored by the contract monitor and ODOC PREA coordinator.
6. The contractor will provide information in accordance with [OP-050108](#) entitled "Use of Force Standards and Reportable Incidents" and the contract.

B. Employees (4-ACRS-7B-05)

1. A felony criminal records search of employees or prospective employees is required in accordance with the contract. 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, ODOC must approve all such placements. Request for approval will be submitted to the chief administrator of Community Corrections and Contract Services. 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 contract monitor, and chief administrator of Community Corrections and Contract Services' office of all resignations/terminations and new hires. Notification will include circumstances under which employees resigned or were terminated.

C. Monitoring Fees

1. ODOC 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. ODOC may provide training to personnel of the contractor, pursuant to the contract. ODOC will charge a reasonable fee for the training.
3. ODOC may charge the contractor a reasonable fee for the office of Inspector General's (OIG) investigations if the contractor is found to be in violation of policy and/or contract violations and an investigation is warranted by ODOC.
4. ODOC may charge the contractor/operator a reasonable fee for audits, inspections, or other services deemed necessary by the chief administrator of Community Corrections and Contract Services to preserve the safety of the public, employees, or inmates. The fee will not exceed the cost of the service.

III. Procedures for Selection and Placement (4-ACRS-5A-02)

A. Eligibility Criteria

All inmates must meet community eligibility criteria as defined in [OP-060204](#) entitled "Inmate Transfers" for contract facility placements.

1. Inmates placed in community contract facilities for work release programs must also meet the eligibility requirements as defined in [OP-060204](#) entitled "Inmate Transfers."
3. Inmates will meet any special eligibility criteria specified by the contract facility or the host facility in accordance with [Attachment A](#) entitled "Contract Out-Count Agencies," (attached).
4. Criteria for inmates requiring special treatment or reentry services in a community contract facility include those inmates who have an identifiable chemical dependency problem, mental health or intellectually impaired need. (4-ACRS-5A-02)

B. 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 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, chief administrator of Community Corrections and Contract Services, health services, and any other ODOC unit as required by contract.

B. Escapes

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

1. Immediately upon notification that an inmate 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 contract monitor will be immediately notified.
 - a. Escape procedures will be initiated in accordance with [OP-050103](#) entitled "Escape Notification Procedures."
 - b. If the inmate has not returned to the facility by the time the escape packet is completed, the hot line will be notified.
 - 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 "Community Corrections Escape Confirmation Checklist" ([OP-050103](#), [Attachment D](#)) is completed, and if the inmate has not returned, the facility will immediately inform the host facility.
3. Escape notification procedures will be initiated in accordance with [OP-050108](#) entitled "Use of Force Standards and Reportable Incidents" and [OP-050103](#) entitled "Escape Notification Procedures," when an

inmate(s) can no longer be accounted for, or if reasonable suspicion is believed that an inmate(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 inmates are working the required hours per week in accordance with [OP-090110](#) entitled "Work Release."

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

The contract, subsequent addenda, amendments and the memoranda of understanding between ODOC 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 chief administrator of Community Corrections and Contract Services will conduct regular on-site visits to include unannounced and unescorted inspections and 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/inmates, 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, ODOC procedures and contract standards or court order:

- a. Inmate housing, program participation and employment, in accordance with ODOC procedures;
- b. Inmate programs, employment, and idleness;
- c. Disciplinary process/loss of earned credits;
- d. Adjustment reviews;
- e. Earned credit levels, assignment, approval;
- f. Reportable incidents and comprehensive 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 inmates, 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 inmate population classification status through a screening process or other periodic review;
- n. Internal/external security;
- o. Staffing levels;
- p. Staff training;
- q. ACA/ACRS 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 chief administrator of Community Corrections and Contract Services 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.

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

1. An audit team will be appointed to conduct an annual audit of the performance and continued compliance of the contract, along with policies and procedures. The chief administrator of Community Corrections and Contract Services 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 chief administrator of Community Corrections and Contract Services.
 - 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 chief administrator of Community Corrections and Contract Services will review the corrective action plan.
2. Audits may encompass the following:
 - a. Applicable state laws;
 - b. Contractual requirements;
 - c. ODOC policy/procedure;
 - d. Oklahoma State Health Department regulations;
 - e. Office of the Oklahoma State Fire Marshal regulations;
 - f. Facility procedure/rules/other regulatory agencies;
 - g. Department of Mental Health and Substance Abuse Services standards, if applicable; and
 - h. ACA/ACRS Community Residential Standards.

D. Assessment of Liquidated Damages

Failure to comply with the agreed contract will be considered a breach of that contract and may result in the assessment of damages.

VI. References

Policy Statement No. P-030100 entitled "Provisions of Services/Inmates Rights and Responsibilities"

OP-050103 entitled "Escape Notification Procedures"

OP-050108 entitled "Use of Force Standards and Reportable Incidents"

OP-060204 entitled "Inmate Transfers"

OP-060211 entitled "Sentence Administration"

OP-090106 entitled "Prisoner Public Work Contract and Assignment of Inmates to Public Works Programs "

OP-090110 entitled "Work Release"

57 O.S. § 502

74 O.S. § 2001 85.7

VII. Action

The chief administrator of Community Corrections and Contract Services is responsible for compliance with this procedure and the annual review and revisions.

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

This procedure is effective as indicated.

Replaced: Operations Memorandum No. OP-030402 entitled "Community Corrections Residential Contracts" dated May 28, 2020

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