



APPLICATION FOR APPEAL
 Department of Planning and Economic Development
 Zoning Section
 1400 City Hall Annex
 25 West Fourth Street
 Saint Paul, MN 55102-1634
 (651) 266-6589

Zoning Office Use Only
 File #: 12-068368
 Fee: _____
 Tentative Hearing Date: _____

PD=6
 *

APPELLANT

Name Volunteers of America - Minnesota
 Address 7625 Metro Boulevard
 City Minneapolis St. MN Zip 55439 Daytime Phone 952.945.4000

PROPERTY LOCATION

Zoning File Name 12-048-442 Volunteers of America - MN
 Address / Location 1394 Jackson Street, St. Paul, MN 55117

TYPE OF APPEAL: Application is hereby made for an appeal to the:

Planning Commission, under provision of Chapter 61, Section 701, Paragraph c of the Zoning Code, of a decision made by the Planning Administrator or Zoning Administrator

OR

City Council, under provision of Chapter 61, Section 702, Paragraph a of the Zoning Code, of a decision made by the Planning Commission

Date of decision: June 1, 2012 File Number: 12-048-442

GROUND FORS FOR APPEAL: Explain why you feel there has been an error in any requirement, permit, decision or refusal made by an administrative official, or an error in fact, procedure or finding made by the Planning Commission.

SEE ATTACHED

Attach additional sheets if necessary

Appellant's Signature James E. Bettendorf Date 6/11/12 City Agent pdd
6-11-12

Volunteers of America-Minnesota (VOA) appeal the decision of the Planning Commission limiting the number of residents who will be allowed to participate in VOA's re-entry program to no more than thirty two.

The Planning Commission, Zoning Committee and Planning Staff all agree that VOA's proposed use for the existing building at 1394 Jackson Street meets the zoning code criteria for a conditional use permit (CUP) and meets the criteria for a modification from the standard limitation of sixteen residents. However, the Commission rejected the Zoning Committee and staff recommendation to allow up to 74 residents. Instead, on a divided 7-5 vote, the Commission accepted the staff report supporting the issuance of a CUP for 74 residents, with an instruction to staff to insert "32" residents in place of "74" residents throughout the report. This action was arbitrary, capricious and contrary to the factual basis of record.

For the reasons set out below, VOA requests the City Council to approve a CUP with a 74-resident modification as recommended unanimously by the Zoning Committee and planning staff.

I. THE FINDINGS OF RECORD (FACTS) SUPPORT 74 RESIDENTS

The legal and factual justification for approving a CUP to allow VOA to re-locate its existing re-entry program to 1394 Jackson Street is straightforward and compelling. The re-entry program is a highly successful program operating under a contract with the federal government to provide a multitude of services, including transitional lodging, for up to 74 men and women upon their release from federal prison. It has operated from a facility in Roseville owned by Ramsey County for over twenty years. The County now desires to re-develop this property, requiring VOA to find a new location. The program would re-locate to an existing building in an isolated industrial location along Jackson Street. This building has been used historically for similar institutional/residential purposes, often with more than 100 residents. It is imperative that the re-entry program be able to accommodate up to 74 residents: VOA's contract with the federal government requires the program to have the capacity to house 74 residents; and, the contract also requires VOA to provide such an extensive array of services that operating with a capacity less than 74 residents is not feasible. In fact, VOA would lose money. Something it cannot do.

All of these core facts are part of the application and supporting documents submitted by VOA and attached hereto as Exhibit A. Importantly, they are all included as findings in the staff report to the Zoning Committee dated April 25, 2012 ("Staff Findings") and attached hereto as Exhibit B. In most all respects, they are also included in the Resolution passed by the Planning Commission on June 1, 2012 ("Commission Findings") and attached hereto as Exhibit C. The following identifies where the core facts, as summarized above, appear in the staff and Commission findings. The differences in the findings are also noted, where they exist.

1. The VOA program proposed for 1394 Jackson Street is currently located in Roseville at a facility licensed for 74 residents by the Department of Corrections (the "Roseville Program"). *Staff Finding H(1); Commission Finding 1.*

2. VOA operates the Roseville Program under a contract with the federal government requiring the Program to have transitional lodging capacity for up to 74 residents and to have "a large on-site staff to provide 24/7 coverage and services for residents." *Staff Finding H(4), paragraph 2; Commission Finding 4, paragraph 2.* The contract between VOA and the Federal Bureau of Prisons, dated October 30, 2008, was summarized in VOA's application and is attached hereto as Exhibit A.¹

3. The Roseville Program has operated successfully with up to 74 male and female residents, garnering positive recommendations from neighbors and law enforcement. *Staff Finding H(3)(c); Commission Finding 3(c).* As further evidence of the Program's success, it operates at 100% compliance with the DOC licensing requirements for 74 residents. *Staff Finding H(2)(a); Commission Finding 2(a).*

4. VOA proposes to re-locate the Roseville Program to 1394 Jackson Street (the "Jackson Street Program") and operate with the same number of residents (74) and at the same level of staffing (20 employees) as the Roseville Program. *Staff Finding H(2)(a); Commission Finding 2(a).*

5. The site at 1394 Jackson Street is "self-contained, surrounded by industrial uses, and has a history of large institutional residential uses. The property was constructed as a nursing board and care home in 1967, and housed up to 108 women at one point." *Staff Finding H(3)(c); Commission Finding 3(c) with "114 women" substituted for "108 women."* A 33-unit addition was built in 1969 to provide housing for adults with mental disabilities. *Staff Report, paragraph F.*

6. Both the staff report and the Commission Resolution describe the original use for the building "as a very similar use." *Staff Finding H(3)(c); Commission finding 3(c).* Further, a number of previous uses, while different in terms of the populations served, were found to be "similar in terms of the scale of the occupancy of this building." *Staff Finding H(4), paragraph 1; Commission Finding 4, paragraph 1, but the Commission Finding is in the context of "32 residents" not the "74 residents" in the staff report.*

7. At full capacity, the large lot size at 1394 Jackson Street "would allow up to 59 bedrooms for the proposed use, well over the 38 bedrooms proposed by the applicant." *Staff Finding H(4), paragraph 3; Commission Finding 4, paragraph 3, but with the deletion of "well over the 38 bedrooms proposed by applicant."*

8. Because of the large size of the building and VOA's plan to retain much of the floor plan from the original nursing board and care facility, "limiting the use of the existing structure ...to less than 74 residents would unreasonably limit use of the structure and

¹ Included are the contract signature page, the 134 page Statement of Work that sets out the re-entry services that VOA is contractually required to provide, and a Monitoring Report dated March 19, 2010. Note: This contract governs VOA's re-entry programs at 1771 Kent Street in Roseville and at 2825 Lake Street in Minneapolis. The contract requires the two programs to have the combined capacity to serve 132 residents. The Minneapolis program allows up to 58 residents, with the Roseville program providing the remainder of the required total capacity.

result in undue hardship.” *Staff Finding H(4), paragraph 1; Commission Finding 4, paragraph 1, with “32 residents” substituted for “74 residents” in the staff report.*

9. The CUP modification allowing 74 residents “will also provide for the high level of 24/7 staffing for the residents” required under the federal contract and DOC license. *Staff Finding (H)4, paragraph 4; Commission Finding 4, revised to state that a CUP modification allowing 32 residents “will also help to provide for the high level of 24/7 staffing....” (Emphasis added.)*

10. Alternatively, “limiting use of the existing structure to less than 74 residents would prohibit VOA from utilizing the property consistent with their existing State of Minnesota license.” *Staff Finding H(4), paragraph 2; Commission Finding 4, paragraph 2, with “32 residents” substituted for “74 residents” in the staff report.*

11. Finally, “the client reimbursement funds that VOA would receive for a smaller number of residents [less than 74] would not cover the costs of the required staffing, representing an undue hardship to the applicant.” *Staff Finding 4, paragraph 2; Commission Finding 4, paragraph 2, with the addition of the statement that “Permitting up to 32 residents would help the applicant recoup these costs.” (Emphasis added.)*

To summarize, the Staff Findings all support the issuance of a CUP modification allowing up to 74 residents in the Jackson Street Program. No findings of fact support limiting the program to 32 residents, the number arbitrarily substituted into the Staff Findings by the Planning Commission. Nearly all Commission Findings are identical to the Staff Findings supporting 74 residents. Some Commission Findings differ only insofar as “32” is substituted for “74” in the Staff Findings. In a few instances, the Commission Findings contain new verbiage so as to reflect, for example, that a modification allowing 32 residents would “help” VOA provide the services required under the federal contract and “help” VOA recover its costs for doing so.

II. THE PLANNING COMMISSION’S DECISION: BASELESS, ARBITRARY AND LEGALLY CONTRADICTORY

A. The Factual Basis Supports 74 Residents, Not 32

In its application, VOA set out the legal and factual basis for why it needs a CUP modification to allow 74 residents. The justification is set out in detail and with supporting documentation. The documentation covers:

- the potential for the building to legally house a greater number of residents than VOA proposes
- the previous congregate residential uses of the property, which operated with more residents than currently proposed by VOA
- the VOA-proposed improvements retaining the original floor plan for the Jackson Street building

- VOA's license for 74 residents from the Department of Corrections
- VOA's federal contract and the wide scope of services required under the contract
- the institutional nature of the Jackson Street Program
- the number of staff necessary to provide the required services
- the financial need for the re-entry program to have the capacity to serve 74 residents in order to cover the cost of the wide-range of services required under the federal contract.

All this documentation and the other facts of record support allowing 74 residents to participate in the Jackson Street Program. As the staff report found, and as the Zoning Committee unanimously (6-0) agreed, VOA's application and accompanying documentation meets the legal requirements for a CUP modification allowing 74 residents.

On the other hand, there is no legal or factual basis for limiting the CUP modification to 32 residents. Simply inserting "32 residents" into the staff report in place of "74 residents" does not create a factual basis. Rather, it creates factual contradictions. For example, VOA's federal contract requires the Jackson Street Program to serve up to 74 residents. The Commission cannot change VOA's contractual obligation by inserting "32 residents" into its Resolution. Nor does the historic use of the property remain "similar in terms of the scale of the occupancy of this [1394 Jackson] building" once "32 residents" is substituted for "74 residents." The building has housed over 100 residents in connection with several prior uses. Thirty-two residents is not similar in scale to 100+ residents.

B. The Commission's Insertion of "32 Residents" Is Arbitrary

The Planning Commission chose to insert "32 residents" in place of "74 residents" based on an unrelated and irrelevant consideration. At the Planning Commission meeting, one of the Commissioner's referenced the city zoning code provision allowing up to 32 residents for CUP's granted in B4 and B5 zoning districts. He subsequently suggested that "32 residents" be inserted in place of "74 residents" in the Staff Findings. The Planning Commission adopted his suggestion on a 7-5 vote.

The Commission's action was arbitrary and capricious. A provision in the city zoning code pertaining to the downtown business districts has no bearing on whether the re-entry program proposed for the Jackson Street location meets the criteria for a CUP modification in an industrial district. Simply because 32 residents are permitted in the downtown zoning districts, doesn't mean that more than 32 residents cannot be allowed in an industrial zone. It all depends on whether the modification criteria in the zoning code have been met. If they have been met for a larger number, such as for VOA's 74 residents, then the larger number is subject to approval. This is true for all zoning districts which allow CUP's for community residential facilities, including modifications to the 32-resident limitation in the downtown districts. There, too, a modification to the 32-resident limitation will be granted or denied based on whether the applicant has met the criteria set out in the zoning code.

In VOA's case, the Planning Commission actually accepted the Zoning Committee's factual findings that the Jackson Street Program met the modification criteria for up to 74 residents. The Commission simply replaced the number of residents meeting the criteria (74) with a number (32) that has no foundation in the factual record. Simply because there is reference to "32 residents" in an unrelated zoning provision doesn't change any of the facts of record justifying the issuance of a 74-resident modification. In fact, as pointed out above and discussed further in the following section, the insertion of "32 residents" is contradictory to the factual record. Based on that record, the Planning Staff and Zoning Committee made the correct findings. The Commission's decision was arbitrary.

C. The Commission's Position is Factually and Legally Contradictory

Because the Commission approved a CUP limited to 32 residents, but based its decision on findings supporting a 74-resident modification, its action is internally inconsistent and contradictory to the facts of record. As a result, the Commission's decision is legally unsustainable. The following are examples of the factual contradictions in the Commission's Resolution.

First, the architectural drawings submitted by VOA show how the existing Jackson Street building will house 74 residents along with the necessary staff and meeting room space associated with serving 74 residents. As proposed by VOA, the building is fully utilized. The record also establishes that the building has historically been used for similar institutional/residential purposes serving more than 100 residents. As both the staff report and the Commission Resolution note, it is a large building. Sufficiently large that the Planning Staff found, and the Zoning Committee agreed, that to limit use of the building "to less than 74 residents would unreasonably limit use of the structure and result in undue hardship." *Staff Finding H(4), paragraph 1*. This finding meets the first CUP modification criterion. *See, Zoning Code Section 61.502*. If the Jackson Street Program is limited to 32 residents as the Commission approved, the program will occupy less than half the space in the building. This is the very situation that the Planning Staff and Zoning Committee found would unreasonably limit the use of the existing building and thereby result in undue hardship. If 74 residents are required to fully occupy the building, then 32 residents will not. Clearly, the Planning Commission's decision places an unreasonable limitation on VOA's use of the building, particularly given the building's previous use for similar purposes serving a larger number of residents.

Second, VOA has documented the wide range of services it needs to provide under the federal contract and how the successful, cost-effective provision of those services requires that the Jackson Street Program serve 74 residents, which is the same as currently served by the Roseville Program. Based on this documentation, the Planning Staff found, and the Zoning Committee agreed, that the client reimbursement funds "VOA would receive for a smaller number of residents [less than 74] would not cover the costs of the required staffing, representing an undue hardship to the applicant." *See Staff Finding H(4), paragraph 2*. This finding meets the second CUP modification criterion. *See, Zoning Code Section 61.502*. The Planning Commission's substitution of the 32-resident limitation flies in the face of the factual record established by applicant: A capacity of 74 residents is required both contractually and

financially. Operating with 32 residents means that the Jackson Street Program would not be in compliance with the capacity requirement in the federal contract and that it would lose money each and every day of operation, an unacceptable situation. The Resolution acknowledges as much. It adds new language to the Staff Report recognizing that the per diem payments for 32 residents will not cover the cost of providing services but will "help the applicant recoup these costs." See, *Commission Finding 4, paragraph 2*. However, even with this "help," VOA will lose money and the undue hardship will remain.

Third, Zoning Code Section 65.154 sets out the standards and conditions which must be met for a DOC-licensed community residential facility to obtain a condition use permit. Standard (e) requires the proposed use to "occupy the entire structure." The Commission's artificial and arbitrary limitation of 32 residents does not allow the Jackson Street Program to "occupy the entire structure." As discussed previously, seventy-four residents will fully occupy the building, with sufficient space for the associated offices and meeting rooms. Thirty-two residents, on the other hand, will leave more than 50% of the building vacant. The effect of the Commission's action is to make compliance with CUP Standard 65.154(e) factually impossible--even though the Commission found that the proposed use, with 32 residents, would occupy the entire building. This determination is inconsistent with the balance of the Planning Commission resolution, clearly contradictory to and unsupported by the record before the Planning Commission, and capricious. It is not legally sustainable.

III. THE CUP JUSTIFICATION: SOLID AND SUBSTANTIAL DOCUMENTATION

Zoning Code Section 61.501 sets out the *general* standards that an applicant must meet for approval of a CUP. The Commission found that the Jackson Street Program met all the general standards. Zoning Code Section 65.154 sets out the *special* standards applicable to a community residential facility licensed by the Department of Corrections. Since both the general and special standards have been met, VOA is entitled to a CUP. The Commission found that the Jackson Street Program met all the special standards.

Numerous factors contributed to the Commission's affirmative findings. Perhaps most significant is that VOA seeks to re-locate an existing program with a proven record of compliance with the CUP standards to a location which has historically accommodated similar uses. This means that both the proposed use and the proposed facility have an established, complimentary track record.

The CUP-compliance of the Jackson Street Program has been firmly established, with no questions left unanswered. Documentation has been provided which establishes the Roseville Program's successful track record and its compatibility with a mixed-use neighborhood. The Roseville Chief of Police attests to the program's effectiveness and that the Program's need to re-locate "should not constitute a safety concern for any municipality or property owner considering their request." Other testimonials speak to VOA's success in integrating its re-entry programs into the community, including the business community, thereby strengthening the surrounding neighborhoods. Finally, VOA introduced evidence to show that new

commercial/industrial development can—and does—occur in the areas surrounding its two re-entry centers.

With respect to 1394 Jackson Street, VOA provided evidence to demonstrate the compatibility of its federal re-entry program with both the location and existing building. VOA recognizes that its proposed use may not be appropriate in some locations. The Jackson Street location, however, is in an industrial district and is described in both the Staff Report and the Commission Resolution as self-contained such that the proposed use “would have little impact on the surrounding industrial uses” nor “will it impede the normal and orderly development of the surrounding property for uses permitted in the I-1 Light Industrial district.” *Staff Finding H(3)(d) and Resolution Finding 3(d)*. While VOA would make in excess of \$750,000 worth of improvements to the building, the existing floor plan would be basically retained. This is possible because the building’s original floor plan was designed to accommodate a similar institutional residential use. From both a location and building suitability standpoint, the proposed use is highly compatible and, as such, was readily found to meet the applicable general and special standards for a CUP.

The Jackson Street Program would result in substantial employment and economic activity at the site. A minimum of 20 full-time employees will work at the facility. All employees are now paid—and will be paid—a livable wage. Other service providers will come to the facility daily. The level of economic activity is substantial, more than \$2 million per year. This number of employees and level of economic activity on a 1.2 acre of parcel is noteworthy and far exceeds the number of employees per acre for the surrounding properties.

The level of economic activity associated with the Jackson Street Program is noted on page 3 of the Supplemental Staff Report dated May 17, 2012 and attached hereto as Exhibit D. The context is the broad range of potential uses identified for the Arlington/Jackson West District along with the other 15 opportunity sites identified in the Land Use chapter of the City’s Comprehensive Plan. The Supplemental Report specifically observes that Land Use Plan Strategy 2 encompass “job-rich employment centers” which includes mixed use, commercial and industrial areas, such as the 14 jobs per acre which would be provided through the Jackson Street Program. The Report also notes that the draft industrial zoning study “does not include a recommendation to delete ‘correctional facility’ or ‘community residential facility – licensed correctional’ from the use tables [in the zoning code], in part due to recognition that correctional facilities may be more appropriately located in these districts.” The Report then cites, as an example, the Ramsey County Juvenile Detention Center for its location within the I1 zoning district. Finally, the Supplemental Staff Report correctly notes that any ambiguity between the zoning codes and comprehensive plans must be legally resolved in favor of the applicant. Here, the zoning code clearly allows a community residential facility – licensed correctional, such as the Jackson Street Program, in the I1 zoning district.

In both written submissions and testimony before the Zoning Committee, parties expressed the desire to eventually develop the 1394 Jackson Street parcel and the surrounding properties for more traditional industrial uses. VOA understands and appreciates this long-term desire. Consistent with that understanding, VOA offered a Right of First Refusal on the 1394 Jackson Street property to the St. Paul Port Authority—for a dollar and other good and valuable

consideration. This offer, VOA thought, would give the Port Authority control over the property's future use and, by doing so, address the concern that the property be used for more traditional industrial purposes in the future. VOA's offer was declined by the Port Authority.

IV. CONCLUSION

Applicant VOA has met the zoning code criteria for the issuance of a CUP allowing the relocation of VOA's federal re-entry program to 1394 Jackson Street. The Planning Commission, Zoning Committee and Planning Staff all agree on the issuance of a CUP. However, the Commission acted arbitrarily and unreasonably in its substitution of a 32-resident limitation in place of the well-documented and recommended modification allowing up to 74 residents. The factual and legal contradictions that result from this artificial substitution require the Commission's action to be reversed.

Accordingly, VOA requests the City Council to approve the CUP with a 74-resident modification as recommended by the Zoning Committee and Planning Staff.

GP:3186651 v1

NOTE:

The appeal application also includes the original conditional use permit application and supporting materials, the Planning Commission resolution, and the Conditional Use Permit. These sections of the appeal have not been included here, since they duplicate materials that can be found in other appeal attachments. They remain in the official file and can be provided upon request.

| | | | |
|-----------------------|---|--------|-----------------------|
| AWARD/CONTRACT | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF PAGES 1 32 |
|-----------------------|---|--------|-----------------------|

| | | |
|---|------------------------------------|---|
| 2. CONTRACT (Proc. Inst. Ident.) NO. DJB200958 | 3. EFFECTIVE DATE See Block 20C | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 037/Gustin |
|---|------------------------------------|---|

| | |
|--|---|
| 5. ISSUED BY Federal Bureau of Prisons Community Corrections Contracting 320 1st Street NW Room 5006 Washington 20534 | 6. ADMINISTERED BY (If other than Item 5) CODE Same as Block 5 |
|--|---|

DUPLICATE - ORIGINAL

| | |
|--|---|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State & Zip Code) Volunteers of America of Minnesota 2825 East Lake Street Minneapolis, MN 55406 DUNS: 020504056 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) Destination |
| | 9. DISCOUNT FOR PROMPT PAYMENT N/A |
| | 10. SUBMIT INVOICES TO THE ADDRESS SHOWN IN: (4 copies unless otherwise specified) 12 |
| | ITEM See Item G-3 (RFP) |

| | |
|---|---|
| 11. SHIP TO/MARK FOR 2825 East Lake Street Minneapolis, MN 55406 & 1771 Kent Street Roseville, MN 55113 | 12. PAYMENT WILL BE MADE BY FBOP Community Corrections Office 400 State Ave. 8th Floor Kansas City, Kansas 66101 (913) 551-1115 |
|---|---|

| | |
|---|--|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) () | 14. ACCOUNTING AND APPROPRIATION DATA FP040009T1 510 YRBG: IT110006 |
|---|--|

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|--|---------------|-----------|-----------------|-------------|
| | Provide Residential Reentry Center (RRC) Services for male and female federal offenders in accordance with RFP-200-1011-NC | | | | |

15G. TOTAL AMOUNT OF CONTRACT **\$1,284,800.00**

| 16. TABLE OF CONTENTS | | | | | | | |
|-----------------------|------|---------------------------------------|---------|--|------|--|---------|
| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | | X | I | CONTRACT CLAUSES | |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | | J | | LIST OF ATTACHMENTS | |
| X | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | | K | | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| X | F | DELIVERIES OR PERFORMANCE | | L | | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| X | G | CONTRACT ADMINISTRATION DATA | | M | | EVALUATION FACTORS FOR AWARD | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE.

| | |
|---|---|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|---|---|

| | | | |
|---|--|--|-------------------------------------|
| 19A. NAME AND TITLE OF SIGNER (Type or print) <i>William Nelson - Dir. CORR SVCS</i> | 19C. DATE SIGNED <i>10-29-08</i> | 20A. NAME OF CONTRACTING OFFICER <i>Rebecca A. Canfield</i> | 20C. DATE SIGNED <i>10/30/08</i> |
| 19B. NAME OF CONTRACTOR BY <i>William Nelson</i> (Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA BY <i>Rebecca A. Canfield</i> (Signature of Contracting Officer) | | |



FEDERAL BUREAU OF PRISONS
COMMUNITY CORRECTIONS CENTER
FULL MONITORING RESULTS

| | | | |
|---|--|--|--|
| 1. CONTRACTOR NAME: Volunteers of America | | 2. DATE / TYPE OF LAST MONITORING: 01/12/10 (Interim) | |
| 3. FACILITY: | | | |
| NAME: <u>Volunteers of America</u> | | CONTRACT NUMBER: <u>DJB200958</u> EXPIRATION DATE: <u>11-30-2013</u> | |
| ADDRESS: 2825 East Lake Street LOC CODE: <u>5BH/7MZ</u> TYPE USE: MAJOR <u>X</u> MODERATE <u> </u> MINOR <u> </u> Minneapolis, MN 55406 (Volunteers of America Residential Center - "VOARC"). | | | |
| and 1771 Kent Street Roseville, MN 55113 (Volunteers of America Regional Correctional Center - "VOARCC"). | | | |
| DIRECTOR: William Nelson, Director | | BED CAPACITY FOR FEDERAL OFFENDERS: QUOTA <u>120</u> MAX CAP. <u>132</u> | |
| 4. CURRENT POPULATION: | | | |
| TOTAL: <u>120</u> BOP <u>117</u> (15 on HC) USPO <u>24</u> PRETRIAL <u>0</u> NON-FEDERAL <u>3</u> (DOC) | | | |
| Other agencies this contractor performs services for are: <u>Minnesota Department of Corrections.</u> | | | |
| 5. Inspection Team: (Name & Job Title) | | | |
| <u>Ian Connors</u> | | <u>CCM</u> | |
| <u>Susan Syverson</u> | | <u>COS</u> | |
| 6. Prepared by: <u>Susan Syverson, COS</u> Date: <u>3/19/10</u> | | Reviewed by: <u>Ian Connors, CCM</u> Date: <u>3/19/10</u> | |
| (Name & Job Title) | | (Name & Job Title) | |

Note: This instrument requires working papers which clearly support the findings in each area where deficiencies were determined. Attach additional sheets as necessary for discussion/ findings.

7. ACTIVITY SUMMARY

At a minimum, record the review team's specific date(s) and time(s) of arrival to and departure from the facility. Feel free to add additional information relevant to the inspection team's activities. At the first full monitoring of a new contract, each section of this form must thoroughly document how well the contractor is performing. In subsequent monitorings, if they have previously met and are still in full compliance, state this and reference the monitoring date that determined full compliance. Deficiencies will be addressed under the appropriate category and will list a time frame for corrections and response. This form will be typed.

| Team Member Name | Arrival (Date/Time) | Departure (Date/Time) |
|------------------|-----------------------------|-----------------------|
| Susan Syverson | 03/17/10/9:00 am | 03/17/10/ 2:30 pm |
| Ian Connors | 03/18/10/6:30 am | 03/18/10/1:00 pm |
| | 03/19/10/6:30 am (Training) | 03/19/10/3:00 pm |
| | | |

8. Additional Information Relative to Team's Inspection Activity: During the inspection, formal training was provided by Ian Connors, CCM, and Susan Syverson, COS, on Friday March 19, 2010. Topics covered in the training included Inmate Accountability, Inmate Discipline, Sexual Assault/Abuse Intervention and Prevention, and Staff Integrity.

STATEMENT OF WORK

(SOW)

RESIDENTIAL REENTRY CENTER
August 2007

TABLE OF CONTENTS

INTRODUCTION.

CHAPTER 1
Administration and Organization. 6

CHAPTER 2
Personnel. 10

CHAPTER 3
Facility. 21

CHAPTER 4
Life/Safety. 25

CHAPTER 5
Sanitation & Environment. 28

CHAPTER 6
Electrical Safety. 30

CHAPTER 7
Hazardous Materials. 32

CHAPTER 8
Pest Control & Waste Management. 35

CHAPTER 9
Referral and Intake Processing. 36

CHAPTER 10
Programs. 40

PROGRAMS CHAPTER - SECTIONS

01 Program Components

02 Program Review Team (PRT)

03 Individual Orientation

04 Program Planning and Progress

05 Employment

06 Offender's Financial Responsibility

07 Residence Development

08 Driving

09 Transitional Programs

10 Special Supervision Conditions

11 Marriage

CHAPTER 11
Security and Accountability. 54

CHAPTER 12
Discipline. 62

CHAPTER 13
Administrative Remedy. 73

CHAPTER 14
Food Services. 74

CHAPTER 15
Medical Services 78

CHAPTER 16
Records and Reports. 81

CHAPTER 17
Release Procedures 84

CHAPTER 18
Escape Procedures. 87

| | |
|--|----|
| CHAPTER 19 | |
| Serious Illness, Injury, or Death. | 89 |
| CHAPTER 20 | |
| USPO Cases. | 90 |
| CHAPTER 21 | |
| Research and Evaluation. | 92 |
| CHAPTER 22 | |
| BOP Inspections. | 93 |
| CHAPTER 23 | |
| Cost Reimbursements. | 96 |

List of Attachments

| | |
|--|--------------|
| REQUEST FOR CONTRACT STAFF BACKGROUND INVESTIGATION. | Attachment A |
| INITIAL INTAKE FORM.. | Attachment B |
| CASE NOTES. | Attachment C |
| URINALYSIS PROCEDURES.. | Attachment D |
| PROHIBITED ACTS AND DISCIPLINARY SEVERITY SCALE.. . | Attachment E |
| EXPLANATION OF TERMS. | Attachment F |
| AGREEMENT TO PARTICIPATE IN THE BUREAU OF PRISONS TRANSITION SKILLS PROGRAM | Attachment G |

LIST OF BOP FORMS
(provided by CCM)

| Name of Form | Chapter Reference |
|--|-------------------|
| ADMINISTRATIVE REMEDY FORMS.. | 12 |
| APPLICATION FOR VOLUNTEER SERVICE.. | 2 |
| AUTHORIZATION TO OPERATE A MOTOR VEHICLE. | 10 |
| CENTER DISCIPLINE COMMITTEE (CDC) REPORT (RRC'S) | 12 |
| COMMUNITY BASED PROGRAM AGREEMENT.. | 9 |
| DUTIES OF STAFF REPRESENTATIVES (RRC'S).. | 12 |
| FURLOUGH APPLICATION - APPROVAL AND RECORD. | 11 |
| FURLOUGH QUESTIONNAIRE - OUT OF SENTENCING DISTRICT.. | 11 |
| INCIDENT REPORT (RRC'S).. | 12 |
| INMATE RIGHTS AT CENTER DISCIPLINE COMMITTEE HEARING. | 12 |
| NOTICE OF CENTER DISCIPLINE COMMITTEE HEARING (RCAS) | 12 |
| PASS REQUEST AND APPROVAL.. | 11 |
| QUESTIONNAIRE - SENTENCING DISTRICT.. | 10 |
| URINE SAMPLING PROGRAM (RRC'S) | 11 |
| WAIVER OF RRC DRUG TREATMENT REQUIREMENT. | 10 |
| WAIVER OF APPEARANCE (RRC'S) | 12 |

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

| Program Statement | Referenced Chapter |
|-------------------|---|
| PS 1330.13 | Administrative Remedy Program.....13 |
| PS 1351.05 | Release of Information..... 1 |
| PS 1480.05 | News Media Contacts..... 1 |
| PS 3735.04 | Drug Free Workplace..... 2 |
| PS 5380.06 | Cost of Incarceration Fee (COIF).....10 |
| PS 5800.13 | Inmate Systems Management Manual.....15 |
| PS 6060.08 | Urine Surveillance and Testing Program.....11 |
| PS 6590.07 | Alcohol Surveillance and Testing program.....11 |
| PS 7310.04 | Community Corrections Center (CCC)..... 9 Utilization and Transfer Procedure |
| PS 7570.02 | Contract Staff Integrity for Privately..... 2 Operated Community Corrections Residential Facilities |
| PS 5324.06 | Sexually Abusive Behavior Prevention and.....2 Intervention Program |
| PS 5321.07 | Unit Management Manual (Attachment B).....9 |
| PS 5280.08 | Furlough.....11 |
| PS 1415.03 | Community Relations Board1 |

Program Statements may be found on the Bureau of Prisons Internet Home Page, www.BOP.gov.

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

CONTRACTOR REQUIRED TRAINING
(Referenced in the Statement of Work)

| Training | Chapter Referenced |
|---|--------------------|
| Staff annually review (with documentation) Contractors' Operations Manual | 1 |
| 20 hours of staff Annual Training with required topics | 2 |
| Staff training on duties and responsibilities prior to working with federal inmates. | 2 |
| A minimum of one Key Staff will attend BOP Regional training as offered | 2 |
| Staff acknowledge receipt and understanding of Contractor's Employee Standards of Conduct | 2 |
| The contractor 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 their initial employment or whenever a new hazard is introduced into their work area and annually thereafter. | 7 |
| The contractor will train staff on the proper techniques for offender pat, room, vehicle, and common area searches. This training will be conducted within the first week of employment and annually thereafter. | 11 |

STAFF TRAINING REQUIREMENTS CONTINUED

| Training | Chapter Referenced |
|--|--------------------|
| The rules of conduct and sanctions for resident discipline infractions will be defined in writing and communicated to all staff. | 12 |
| Staff must be familiar with the Administrative Remedy Program Statement. | 13 |

INTRODUCTION

The Bureau of Prisons (BOP) provides community-based residential and nonresidential correctional services through contractual agreements with state, county and city governments and private corrections contractors. These contractors provide services which include employment and residence development and other self-improvement opportunities to assist federal offenders 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 offenders, who are in the custody of the BOP, United States Attorney General, or under the supervision of the United States Probation Office (USPO).

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

3. PLACEMENT OF OFFENDERS. Only the Community Corrections Manager (CCM) or their designee can approve a federal offender's placement at a 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'S PHILOSOPHICAL BASE. The BOP can successfully carry out its mission because its operations are firmly grounded in a set of common values and functional goals. A clear vision of the BOP's organizational and individualized responsibilities exist among employees. The BOP, as an organization, has a set of values and shared attitudes that guide staff's actions. These values are a source of pride and professionalism to all employees, as they see them reflected in safe, humane and cost effective operations, and in the fair treatment of offenders. The following values are important for contract employees to understand, because they describe some of the major portions of the BOP's core values.

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

- Sound Correctional Management - The BOP maintains effective security and control of its offenders in RRC facilities utilizing the least restrictive means necessary. This approach is the essential foundation of all sound correctional management programs.
- Correctional Workers First - All BOP employees share with contract employees a common role as correctional workers and a mutual responsibility for maintaining safe and secure facilities and for modeling society's mainstream values and norms to offenders.
- Promotes Integrity - The BOP firmly adheres to a set of values that promotes honesty, integrity, and professionalism in order to ensure public confidence in its programs. These values also include the agency's prudent use of its allocated resources.
- Recognizes the Dignity of All - Recognizing the inherent dignity of all human beings and their potential for change, the BOP treats offenders fairly, is responsive to their needs, and affords them opportunities for self-improvement to facilitate successful reentry into the community. The BOP recognizes that offenders are incarcerated as punishment, not for punishment.
- Community Relations - The BOP recognizes and facilitates the integral role of the community in accomplishing the BOP's mission. The BOP also works cooperatively with other law enforcement agencies, the Courts, and other components of the Government. BOP staff visit regularly with RRC contract employees to exchange information on areas of mutual concern. RRCs have proven to be invaluable in maintaining a productive link between the institution and the community in which it is located.
- High Standards - The BOP requires high standards of staff integrity, safety, security, sanitation, and discipline, that promotes a physically and emotionally sound environment for both staff and offenders.

Contract employees need to be firm but fair, humane but careful, in their interactions with offenders.

The RRC has an obligation to provide offenders with an opportunity to acquire the necessary skills for self-improvement and practice law-abiding behavior upon release. Offenders 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. They have the obligation to honor their debts and begin payment while confined. Each offender 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 contractor will comply with and implement any applicable changes to BOP policy, Department of Justice (DOJ) regulation, Congressional mandate, federal law or E.O.

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 monitor contract performance. The BOP reserves the right to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

The BOP may investigate any incident pertaining to the performance of this contract. The contractor 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 CCM of the report. The contractor will immediately report to the CCM any person or agency requesting to use an offender in any investigation.

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

When electronic media, e.g., the Internet, is used by the contractor, the contractor will manage the information in accordance with federal law. The electronic submission of reports may be required at the discretion of the COTR.

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

The contractor will develop operational policies and procedures that follow the requirements contained in this SOW and of generally accepted correctional practice as defined by the COTR. Except as otherwise provided for in this SOW, all federal offenders will receive the same treatment and services.

The contractor has the responsibility to ensure proper management and oversight of their 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, the BOP and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgements and liability arising out of, or in connection with, any negligent acts or omissions of the contractor, its agents, subcontractors, employees, assignees or any one for whom the contractor may be responsible.

The contractor will also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including those costs, expenses and attorneys fees incurred by the United States Government, the BOP and its employees or agents. The contractor's liability 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 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 and should not be used as a universal operational manual for other facilities. 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. Staff shall review the operations manual at least annually, and the contractor will 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 CCM, to the CO any deviation from the requirements of this SOW. The CCM will interpret the requirements of this SOW.

Any disagreement regarding contract performance should first be disputed, or addressed, with the Contracting Officer's Technical Representative (COTR). If the conflict cannot be resolved with the COTR, then the issue should be elevated to the Regional Management Center Administrator or the Community Corrections Regional Administrator. If an agreement still cannot be reached then the contractor should address the Contracting Officer, 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 CCM in writing of their intent to seek ACA accreditation.

2. PERFORMANCE. The contractor will maintain a current contingency plan to ensure continuity of service should unforeseen circumstances occur, such as employee work actions or strikes,

natural disasters, or terrorist activities, etc. The plan must be available to the BOP for inspection upon request.

The contractor will provide at least 70 percent of the contract requirements by using employees compensated directly by the contractor. This means 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, i.e., 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. Release of Information. The contractor will have written policy and procedures for staff managing information. The contractor will seek the CCM'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 Community Corrections Regional Administrator (CCRA), Assistant Community Corrections Regional Administrator and/or Management Center Administrator (MCA), Transitional Drug Abuse Treatment Coordinator (TDAT-C), CCM, Regional Director, and Chief USPO.

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

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

The contractor is encouraged but not required to clear in advance all public information issues with the CCM, including, all press statements and releases.

The contractor will ensure employees agree to use appropriate disclaimers clearly stating that the employees' opinions do not necessarily reflect the position of the BOP or DOJ in any public

presentations they make or articles they may write that relate to any aspect of the contractor's performance in this contract.

d. Documentation. The contractor 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.
- Valid liability and property insurance for the facility and equipment, 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, offenders. 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 working facsimile machine, computer, and telephone capabilities. Additionally, the contractor will have a computer with Internet capabilities to include Internet Explorer browser for communicating with the CCM office.

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 offender population.

4. COMMUNITY OUTREACH. The BOP believes it is extremely important and vital to develop and maintain positive community relations. This may be accomplished through development of a community relations board OR development of an outreach program.

If the contractor chooses to develop an outreach program, they must provide written policy and procedures that offers ongoing, positive communication between the facility, local community, elected officials, law enforcement and citizens. 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 program must also include specific activities that will be conducted on a quarterly basis.

If the contractor chooses to develop a community relations board, they must follow the standards set forth in the P.S. Community Relations Board.

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 comply with generally accepted accounting practices.

CHAPTER 2 - Personnel

1. ORGANIZATIONAL CHART. The contractor will maintain a 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 offenders.

a. Position Requirements. The minimum education and experience qualifications for the position of facility director (facility manager, RRC supervisor, center director and all other similar titles) 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.

The education and experience qualifications for the position of social services coordinator will be a four year degree in a social or behavioral science program from an accredited college or university. At a minimum, one year of experience must be working in the social services field in a relevant position. For description of services provided by the SSC see Chapter 10.

b. Staffing Pattern. The contractor will concentrate staff when most offenders are available for program activities, normally during the evening hours. A key staff member will be available on site Monday-Friday 8:00 a.m. to 4:00 p.m.

The contractor will staff at least two positions (one male and one female if the facility is co-ed) 7-day post, 24 hours a day, dedicated only to the supervision of federal offenders. This requirement is not mandated for minor use facilities (14 or less federal offenders contracts). 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 CCM. The intent is that these posts will devote 100 percent of their time supervising offenders. The contractor will also provide key personnel in accordance with the number of offenders residing in a facility (see Key Personnel).

c. Key Personnel. Includes the facility director (facility manager, RRC supervisor, center director and all other similar titles) case manager or equivalent and social services coordinator (SSC). All key personnel are full-time employees. The contractor will identify to the CCM the key personnel employed at the facility.

1) All major use contracts will staff at least three key personnel positions. The positions will be the facility director, case manager, and social services coordinator (SSC). These positions will be 100% devoted to the federal contract.

2) All moderate use contracts will staff at least three key personnel positions. The positions will be the facility director, case manager, and social services coordinator. These positions will be 100% devoted to the federal contract.

3) All minor use contracts will staff at least two key personnel positions. The positions will be the facility director and a casemanager. These positions do not have to be 100% devoted to the federal contract. However, in cases where these positions will be shared, the contractor must receive approval by the CO.

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

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

d. Staff/Offender Ratio. The contractor is always responsible for the appropriate supervision of federal offenders and the orderly running of the RRC. The staff/offender 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, i.e., several buildings, would require the contractor to determine the number of staff needed to safely and securely supervise the federal offenders. The contractor will notify the CCM of any unforeseen circumstance 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 to 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 offender.

The CO is the deciding authority for any adjustments to the staff /offender ratio. The contractor will comply with any change(s) to the ratio as directed by the CO.

3. PERSONNEL RECORDS. The contractor will maintain a complete, and current personnel file for each employee. All 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 are discussed with the employee, and the review is signed by the employee and evaluator and maintained in the employees personnel file.

b. Affirmative Action. 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 offender programs or men from working in female offender programs.

c. Newly Hired Employees. The contractor will have 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 or a person lawfully admitted into the United States as a permanent resident.

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 inmates all staff must receive training on their respective duties and responsibilities. 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. The training must cover the following:

- Discipline procedures for offenders
- Demonstrate working knowledge and competency of the discipline procedures by passing the standardized test administered by the COTR;
- Emergency Plans;
- Staff integrity and ethics;
- Accountability and security procedures;
- Life, safety and emergency procedures;
- Offender searches;
- Signs of suicide and suicide precautions;
- Use of force regulations and tactics;
- CDC Report writing;
- Universal precautions;
- Interpersonal relations and communication skills;
- Social and cultural life styles of the offender population;
- Prevention, identification, and handling of sexual

- abuse/assault incidents (see Chapter 22) and Basic first aid.

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

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 CCM before they may work with federal offenders.

The contractor will secure a completed and signed REQUEST FOR CONTRACT STAFF BACKGROUND INVESTIGATION form, Attachment A, for all individuals the contractor has determined is appropriate for employment and any person who will work with federal offenders. The contractor will then submit this form to the CCM. The CCM will begin 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 notify this person that a National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS), fingerprint, criminal records and other appropriate background checks will be processed by the BOP to verify this information. The intent is to screen applicants to determine their acceptability to work with federal offenders. The contractor will not submit the name of any person the contractor does not employ or intend to employ.

This person will not begin working with federal offenders before clearance is obtained from the CCM. The CCM may grant the person temporary clearance to work with federal offenders after the NCIC/NLETS check is conducted if the results of the check are appropriate. The contractor will understand that the granting of final approval will not occur until after the CCM receives a response(s) from the fingerprint or other background checks and these checks prove to be appropriate.

The CCM will ordinarily approve a person to work with federal offenders in accordance with guidelines established in the current version of the P.S. Contract Staff Integrity for Privately Operated Community Corrections Residential Facilities. This action does not prevent, preclude, or bar the withdrawal or termination of any prior clearance or approval by the CCM at any time during the term of the contract.

The contractor will vouch potential employees 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 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 may be required to fingerprint proposed staff as directed by the COTR. The completed fingerprint cards will be mailed to the CCM 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, the Department of Justice (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, unless they conflict with legal laws.
- 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 become emotionally, physically, sexually, or financially involved with offenders, former offenders, or the families of offenders or former offenders. Chaplains, psychologists, and psychiatrists may continue a previously established therapeutic relationship with a former offender in accordance with their respective codes of professional conduct and responsibility.
- The contractor will prohibit its employees from engaging in sexual behavior with an offender. 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 offenders. Sexual misconduct is illegal and a violation of federal law.
- The contractor will prohibit its employees from offering or giving an offender or a former offender or any member of an offender's family, or to any person known to be associated with an offender or former offender, any article, favor, or service, which is not authorized in the performance of the contractor's employee's duties. The contractor will prohibit its employees from accepting any gift, personal service, or favor from an offender or former offender or from anyone known to be associated with or related to an offender or former offender. The Contractor's Employee Standards of Conduct, will clearly state that this staff prohibition includes any involvement with an offender's family members or any known associates of an offender.
- The contractor will prohibit its employees from showing favoritism or give preferential treatment to one offender, or a group of offenders, over another offender.
- The contractor will prohibit its employees from using profane, obscene, or otherwise abusive language when communicating with offenders, fellow employees, or others. The contractor will require its employees to conduct themselves in a manner that is not demeaning to offenders, fellow employees, or others.
- The contractor will prohibit its employees from having any outside contact with an offender, ex-offender, offender's family or close associates, for a period of one year from the last day of the offender's sentence

or supervision, whichever is later, except those activities that are an approved, integral part of the 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 bring discredit upon 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 COTR. Traffic violations resulting in fines less than \$150 are exempt from this reporting requirement.
- The contractor will prohibit its employees from using brutality, physical violence, or intimidation toward offenders, 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.
- 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. Offenders 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 Standard of Conduct from contact with federal offenders until a disposition is made by the COTR.

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 employees' personnel files.

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

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

Investigative authorities include, but are not limited to, investigations conducted by the Department of Justice, (e.g., the Federal Bureau of Investigation, U.S. Marshals Service, Office of the Inspector General, Office of Professional Responsibility, BOP Office of Internal Affairs, BOP Special Investigative Agent, BOP Special Investigative Supervisor, Equal Employment Opportunity Investigator) and others (e.g., Department of Labor, Office of Personnel Management, U.S. General Accounting Office), or any other agent or agency the COTR authorizes or directs to conduct an investigation.

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

Following the investigation(s), and if allegations are sustained, the contractor will indicate, in writing, to the COTR the contractor's proposed plan of corrective action for the COTR's approval. The COTR has the right to determine if the contractor's employee may continue to work with federal

offenders. 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 COTR reserves the right of approval in such cases.

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

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

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

The contractor will meet all requirements, elements and protocols of the P.S. 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. DRUG FREE WORKPLACE. The contractor will implement and follow P.S. Drug Free Workplace. This program provides a mechanism for employee assistance and employee education regarding the dangers of drug abuse.

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

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

All volunteers who provide services in the RRC, at a minimum, must undergo a criminal history check (NCIC) prior to working with federal offenders. For a volunteer to provide 1-1 counseling or work with small groups of offenders (3 or less) the volunteer must undergo a full criminal history check (NCIC 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.

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

CHAPTER 3 - Facility

1. COMPLIANCE. The facility will comply with applicable local, state, and national health, safety, 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 offenders with disabilities if it meets this act); Rehabilitation Act of 1973 as amended and sections 502 and 504; Uniform Federal Accessibility Standards (UFAS); the National Fire Codes published by the National Fire Protection Association with special emphasis on the 101 Life Safety Code; Occupational Safety and Health Act of 1970 as amended; U.S. Food and Drug Administration, U.S. Public Health Service, Food Code; Occupational Safety and Health Administration's (OSHA) General Industry Standards; American National Standards Institute (ANSI) A-117.1, as determined by the local building inspector general; Building Official Code Administrators (BOCA) section 404.1 entitled Minimum Plumbing Facilities; American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Published Standards & Guidelines; American Society of Sanitary Engineering Standards; Uniform Plumbing Code; 16 CFR §1632, Standard for the Flammability of Mattresses and Mattress Pads (FF 4-72, Amended); Current Edition; Flammability Standard DOC-FF-472; California State Technical Bulletin 106; NFPA Codes 1, 10, 13, 13R, 25, 70, 96, and 101; and any other codes or regulations indicated in the SOW.

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

2. FLOOR PLANS. The contractor will submit to the CCM 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.

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

contractor 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 locate the facility within one mile of public transportation. In the event the facility is not located within one mile of public transportation, the contractor will provide transportation for offenders to seek employment, work, and participate in program and or treatment activities at no cost to the offender. Transportation will be made available 7 days a week. Transporting of offenders in a staff member's private vehicle should only be done in unusual circumstances. The staff member must be licensed and insured in accordance with state laws.

4. PLANT REQUIREMENTS.

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

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

c. Space. A minimum of 25 continuous square feet of unencumbered space per occupant in the sleeping rooms will be provided. The contractor 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 offender; 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 offender with a bed and one closet or locker which provides for adequate space and is adjacent to or located in their sleeping area for the storage of personal items. Adequate space means an area which provides a reasonable person enough room to store personal clothes and hygiene articles. The contractor will provide offenders with a means (i.e., padlock) to secure their property. The contractor will always have instant access to all closets and lockers for reasons of security and safety.

Co-correctional facilities will provide for separate sleeping, bathing, and toilet areas by gender. If the facility is co-correctional, 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 affords a reasonable amount of privacy as well as, adequate staff supervision for counseling sessions, group meetings, and visits.

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

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

d. Lavatory. A male facility will have at least one operable toilet for every ten offenders (urinals may be substituted for up to one-half of the toilets), one shower (or bathing area) for every eight offenders, and one wash basin for every six offenders. If the facility is co-correctional or an all female facility, the contractor will provide at least one operable toilet, one shower (or bathing area) for every eight offenders and one wash basin for every six offenders. The lavatory accommodations for the females will be separate from the males.

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 offenders and unauthorized personnel.

e. Laundry. Laundry facilities will be available to all offenders. The contractor will provide one operable washer and

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

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

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

h. General. The site performance 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 a non-smoking area 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 or that comply with local restrictions, whichever is more stringent.

i. Drinking Fountains. The contractor will ensure all drinking fountains are maintained in accordance with BOCA, ADA, and the Clean Water Act.

CHAPTER 4 - Life/Safety

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

The contractor will provide documentation indicating they are in compliance with the most current version of the NFPA codes and standards. 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: Bulletins: 106, 116, 117, 121 and 133. The BOP reserves the right to act as the AHJ with respect to the interpretation, enforcement, and waivers of these requirements.

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

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

2. 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 by having staff sign a training log.

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 CCM 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 CCM. The intent is that both the CCM and the contractor will have a set of current procedures to use if an emergency occurs.

The contractor 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 offender accountability and safety. At a minimum, the plans will include instructions for the following:

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

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 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, and first aid supplies. It will also show areas of safe refuge.

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

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

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

3. 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.

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

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

The contractor will maintain documentation of compliance with NFPA standards.

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

CHAPTER 5 - Sanitation & Environment

1. SANITATION. 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 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 offenders. The plan will address the following:

- The facility and surrounding area are 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 done in a timely manner and will be documented and made available for BOP inspection upon request.
- Waste containers will be of noncombustible or other approved materials.
- Filters on furnaces and ventilation systems are to be exchanged and kept clean per manufacturer's requirement. The contractor 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 offenders.

Offenders are not permitted to perform work for the contractor, except as part of the sanitation and housekeeping plan. The contractor will require offenders to maintain high sanitation in their living areas. This includes sweeping and cleaning their sleeping areas, recreation or day rooms, bathrooms and showers, passages and hallway areas. "Extra Duty" to clean an area of the facility could be imposed for minor rule infractions in

accordance to the chapter on discipline. The contractor will not use offenders in lieu of paid workers.

2. ENVIRONMENT. The contractor 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 National Electric Code (NEC) and OSHA standards. In the event local, state, and national codes conflict, the most stringent will apply.

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

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

2. PANEL BOX. 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.

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:

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

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

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

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

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

CHAPTER 7 - Hazardous Materials

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

The contractor will also address universal precautions in regards to blood and body fluids. All body fluids are to be considered as potentially infectious. The contractor will have and 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 offender in accordance with the Material Safety Data Sheets (MSDS).

Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunities for review. The contractor 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, Resource Conservation and Recovery Act, and 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, emission, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized therefore. For the purposes of any environmental statute or regulation, the contractor 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, an offender, 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 CCM. 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 hazardous, toxic, caustic, and flammable materials within two weeks of their initial employment or whenever a new hazard is introduced into their work area and annually thereafter.

All offenders will receive training during intake screening. If controlled materials are issued to an offender for authorized use, the offender will sign an acknowledgment specifying they understand the proper use of the material as well as its potential health hazards. The contractor will document all training. Training 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 offenders can take to protect themselves from these hazards, including procedures such as universal precautions and personal protective equipment;
- The details of the hazard plan developed by the contractor, including an explanation of the labeling system and the MSDS, and how employees and offenders can obtain and use the appropriate information regarding hazardous materials.

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

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

3. MANAGEMENT. The contractor will provide a method of accountability and supervision for chemicals and hazardous

materials. Employees will continually demonstrate to offenders the proper use of these materials. Offender personal hygiene items are exempt from this requirement.

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

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

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

CHAPTER 8 - Pest Control & Waste Management

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

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 post a notice twenty-four hours in advance notifying residents of the application of pesticides. This will include the type of pesticide used. This notice will remain posted twenty-four hours following the application of the pesticide.

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 that 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 offender referral and intake processing.

The contractor will accept all offenders for placement at the facility and manage any offender referred by the CCM. In cases where a referral is denied the contractor will submit written justification to the CCM who will determine if the justification is in compliance with the technical proposal. Examples of justification would be placement of the offender in the RRC would be a violation of local and or state laws or ordinances. Acceptance of a federal offender not referred by the CCM may result in non-payment under this contract.

1. REFERRALS. The CCM will forward a referral packet to the contractor requesting a specific placement date within fourteen calendar days of receipt of the referral packet. If the placement date is within 30 days the contractor must respond within 2 working days, excluding weekends. If the requested acceptance date is not granted, a written justification must be provided to the CCM.

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

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

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

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

During the interview contract staff will evaluate the general physical appearance and emotional condition of the offender and ask questions pertaining to both physical and mental health conditions. It is particularly 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, etc.. All information provided by the offender regarding medication will be confirmed by the medical referral form. If the offender is on prescribed medication, the contractor will initiate a process to ensure the offender 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 facilities written policy on offender's prescribed medication.

In addition, during the interview staff will inform the offender 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 offender 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 offender.

When an offender is indigent, the contractor will provide personal hygiene articles at no cost to the offender. Examples include, soap, deodorant, toothbrush, toothpaste or powder, comb, and toilet paper. For female facilities the contractor will provide female hygiene products.

a. Notification. The contractor will fax a daily admission/transfer/release form each business day to the CCM indicating all arrivals/transfers/releases for the day, including any during the evening hours, weekend, or holidays. If the reporting offender is a supervision case, the contractor will, in addition, notify the appropriate USPO. The form must include full name, register number and the time of arrival/transfer/release.

Accountability is paramount. Should an offender not arrive within one hour of the designated time, the contractor will immediately notify the CCM that the offender failed to report to the RRC. There may be instances where there are circumstances beyond the offenders control, in these cases, the contractor must verify the reason and notify the CCM immediately that the offender has arrived and reason they did not arrive by the designated time.

Any offender, committed to the BOP, who fails to report to a contract facility for admission will be placed on escape status. The federal escape statute applies only to those who escape from the custody of the Attorney General or BOP.

Offenders housed at a RRC as a condition of supervision are ordinarily not to be in the custody of the Attorney General or

BOP. These offenders 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 CCM within one calendar day of the offender's arrival. The contractor will maintain copies of all these documents in the offender's file.

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

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

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

- a) The contractor will take one set of fingerprints on supervision cases and direct court commitments. Fingerprints will be taken immediately upon arrival and forwarded to the CCM.

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

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

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

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

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

7) Screening. All USPO cases committed directly to the facility, will receive a screening immediately upon arrival. Special emphasis should be given to chronic health conditions such as diabetes, hypertension, infectious diseases such as TB, HIV, hepatitis, etc., and any mental health problems. 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 CCM of those offenders with immediate medical or mental health needs, and or infectious disease. The results will be documented, placed in the offender's file and sent to the CCM. However, if an offender 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.

8) Medical Examination. All USPO cases committed directly to the facility, will receive a medical examination within five calendar days after arrival. This examination is to identify any medical or mental health conditions the offender may need medical attention for.

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

CHAPTER 10 - Programs RRC

1. BUREAU PROGRAM COMPONENTS. The program components are community corrections, pre-release and home confinement. The contractor will initially place all federal offenders in the community corrections component, unless otherwise specified by the Court, Program Review Team (PRT) (see section 2) or CCM.

Offenders in all components are provided the same general program resources. An offender will move from one component to another component based upon his/her demonstrated level of responsibility, supervision needs and the restrictions of the sentence structure. In addition, an offender may be given increased privileges within a component as they demonstrate increased levels of responsibility, e.g. an offender in the pre-release component may not be ready to immediately receive a weekend pass but rather begin with evening or day passes and then graduate to weekend passes. The contractor must have a thorough understanding of the components, and subsequent 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 offender is restricted to the RRC. Visits with the family and significant others will only take place at the facility.

The PRT determines when the offender is appropriate to move into the pre-release component. The RRC director is given authority to move an offender into the pre-release component based on feedback provided by the PRT. There may be some instances, where the CCM will be the approving official. In those cases, the RRC director will request approval before assigning an inmate to this component.

b. Pre-release Component. Offenders in the pre-release component generally have more access to the community and family members through weekend and evening passes, in accordance with the Authorized Absences section of this SOW. The offender 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. Generally, offenders should be employed before allowing them to be absent from the RRC for social purposes.

c. Home Confinement. Home confinement is the least restrictive component. A contractor will recommend home confinement when it appears the offender will derive no further benefit from facility residency. When an offender is not involved in approved

activities, programming requirements and or employment they are required to remain in their home.

The contractor must include the following information in the referral packet for home confinement:

- Offender name & register number;
- Release method and date;
- RRC address and recommendation;
- Rationale for recommendation;
- Recommended range of home confinement, or placement date;
- Financial obligations;
- Specify release needs;
- Current case note; and
- Indication that current telephone bill has been reviewed and appropriate; and
- Required forms, i.e., CONDITIONS OF HOME CONFINEMENT; COMMUNITY BASED PROGRAM AGREEMENT; and HOME CONFINEMENT AND COMMUNITY CONTROL AGREEMENT.

The contractor will not place an offender on home confinement until the offender has agreed to the conditions, signed the forms, and approval has been received from the CCM. The CCM may require additional documentation from the contractor when making a home confinement determination. Only the CCM or designee, who is approved by the RMT, may approve home confinement.

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

- telephone;
- in-person contacts or
- electronic monitoring equipment

Contracting staff shall telephonically contact the offender at random hours each day at home, work or both. In addition, contracting staff will visit the offender at their home and place of employment at least once each week. Offenders on home confinement are required to return to the facility at least once each week for routine progress reviews, counseling, urine testing and other required program participation. If the offender's home confinement is monitored by electronic monitoring, contracting staff will visit the offenders home and place of employment at least once every 30 days.

If electronic monitoring equipment is to be used, the contractor must utilize a program with GPS equipment, for residents with public safety factors and residents who are on home confinement in remote areas. The contractor must notify the CCM of the type of operational specification standards. Appropriate placement of

inmates with a public safety factor utilizing GPS equipment, will be determined by the CCM.

The contractor will make maximum use of this component by referring all eligible and appropriate candidates to the PRT or RRC Director and the CCM for review.

The following conditions will apply concerning Home Confinement:

- Contractors are NOT required to provide meals, medical treatment, clothing or incidentals, laundry services, or other subsistence items to residents on Home Confinement.
- Contractors will maintain documentation of all staff contacts with residents on Home Confinement.
- Contractor will conduct a monthly review of the telephone bills, to ensure that no service is in place that would circumvent the accountability program. The results of each review will be documented in the offender's file.
- The contractor will notify the CCM immediately of any misconduct or failure of a resident on Home Confinement to comply with Home Confinement Conditions.
- The contractor is not required to reserve a bed at the center for a resident on Home Confinement.
- The per diem rate for residents on Home Confinement will be one-half the regular per diem rate. (In the event one-half the per diem rate does not divide evenly, round the cents column down.
- The contractor will collect subsistence from a resident on Home Confinement at a rate of 25% of their gross income. The weekly subsistence collected will not exceed the per diem rate established for Home Confinement times seven.
- Home confinement days are calculated as a full inmate day for contract purposes (one home confinement day equals one inmate day). Only the per diem rate is one-half the regular per diem rate.

2. PROGRAM REVIEW TEAM (PRT). The contractor will implement a multi-disciplinary team approach to determining inmate 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 SSC; and 3) USPO. If the USPO is not able to participate in PRT, the

contractor will solicit input from the USPO regarding the offenders programming needs and goal completion.

The contractor will provide the BOP with a schedule of the PRT meetings. When possible, BOP staff should actively participate.

3. INDIVIDUAL ORIENTATION. The contractor will have written policy and procedures on offender orientation, case management and transitional programming. The contractor must develop and foster collaborative relationships with a network of community resources, social service and support providers, including referrals to other federal, state and local agencies who can assist offenders. The contractor will refer the offender to these programs when needed.

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 that each offender receives an orientation about the facility rules and accountability requirements. The contractor will establish an orientation checklist and staff will have the offender sign and date this document as they complete each requirement, and place the original in the offenders file. Orientation normally will last until the offender is aware of 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 RBC 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 RBC.

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

The contractor will provide the opportunity for offenders 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 CCM 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. Offenders, including those in the community corrections component, may sign-out for up to one hour per day (excluding travel to and from) to the alternate recreation location. The sole purpose will be for exercise or recreational activity.

4. PROGRAM PLANNING AND PROGRESS. During an offender's first six weeks, program planning meetings will be conducted every week with the emphasis placed on reentry issues, focusing on family, employment, housing and treatment issues. These meetings will be documented in the reentry plan case file.

a. Assessment and Reentry Plan. The contractor will have specific methods (assessment instruments) for assessing the risks and individual needs of each offender. During the first two weeks at the RRC, the contractor will complete an individualized reentry plan. This plan is based on the results of the assessment(s) and the weekly program planning meetings and will address all of the offender's needs and risks. The contractor will clearly identify in the reentry plan how they will prioritize and assist the offender in meeting the identified needs, to include specific program activities and a time table for achievement of these goals.

Subsequent, to the offender's first six weeks in the RRC bi-weekly program planning meetings will be conducted with the offender. The case manager and offender will review and sign progress reviews at least every two weeks. This will be documented with case notes. These notes will at a minimum indicate the required information listed on Attachment C, CASE NOTES. Case notes will have substance and should clearly indicate the offender's progress. The case notes must be used as

the basis for the terminal report. The original signature copy will be placed in the offender's file.

It is the responsibility of the SSC to develop and coordinate reentry programs to ensure continuity of care for the offender and facilitate services for offenders with special needs, i.e. sex offenders, significant medical and mental health issues, drug and alcohol abuse/dependence and specialized female offender programming.

In some cases, the results of the needs assessment, and input from the SSC may indicate the offender has needs greater than employment i.e. furthering educational and vocational training, mental health treatment etc. If eliminating or limiting employment hours is warranted to address these other identified needs the contractor will notify the CCM for approval.

The contractor, will make every effort to include the offender's family members/significant others in the reentry program planning process. The purpose is to cultivate a network of support for the offender's eventual return home. Therefore, family is defined broadly and may include extended family members, partners, close friends, or mentors.

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

5. EMPLOYMENT. The contractor will develop and provide an employment assistance program. Emphasis should be placed on assisting the offender in finding viable employment that will potentially offer long term employment based upon their skills and capabilities. The contractor must provide transportation or public transportation vouchers to assist indigent offenders seeking employment.

The SSC is responsible for providing offenders with employment assistance in accordance with, but not limited to the following:

- Job placement resources both in the RRC and in the community, to include the Department of Labor's (DOL) One-Stop System;
- Employment information assistance using computer-based technology and resources which include career assistance software and on-line resources, i.e., Internet, America's Career Info Net. The SSC 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 offender plans to live following release;
- Employment job fairs either on-site or in partnership with other organizations such as community colleges;
- To maximize job retention, every effort should be made to match an offender's skill levels to an actual job placement. For example, an experienced heavy equipment operator may not be appropriately employed as a short order cook at minimum wage.

The SSC is encouraged to communicate with the BOP Inmate Transition Administrator, (305)202-3868, post contract award, to obtain pertinent and developing information in this area. The SSC may obtain the contact number to follow-up on this recommendation.

In situations where it has been determined that the inmate has other identified needs greater than employment i.e. furthering educational and vocational training, mental health treatment etc.. The offender will be given a reasonable period of time, not to exceed 21 calendar days, to demonstrate active pursuit in addressing these needs. The caseworker and the SSC will meet with the inmate on a weekly basis to review progress.

If full time employment or involvement in addressing other identified needs is not obtained in 21 calendar days after completion of the orientation program, the contractor will forward to the CCM a biweekly status report of the efforts to assist the offender and maintain a copy in the offender's file. The SSC, with input from the case manager, will develop a plan to involve the offender in productive activities, i.e. volunteer work, community service, to minimize the amount of idle time. The plan and case notes on the offender's efforts and progress will be placed in their case file.

Ordinarily, self-employment or employment by a resident's family member must be approved by the CCM.

a. Approval and Verification. Each offender's employment requires the contractor's written approval. The contractor will ensure through documentation that the offender's employer is aware of the offender's legal status prior to the first workday. When written correspondence is utilized, it will be delivered by the contractor or through U.S. mail, not hand delivered by the

offender. Any changes in an offender's employment will require advance approval by the contractor.

For each job an offender acquires, the contractor will verify employment by an on-site visit during the first 7 calendar days, and document the visit in case notes to include date and the title of the person contacted. The contractor will request the employer notify the contractor if the offender does not report to work as scheduled, is terminated or quits. A telephone number and contact person at the RRC will be provided to the employer to report such incidents. Thereafter, at least monthly, the offender's employment supervisor will be contacted by phone or site visits to substantiate attendance and discuss any problems which may have arisen. The contractor will complete additional contacts as necessary. All contacts concerning an offender's employment will be documented in the case notes. The CCM may modify this requirement.

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

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

c. Electronic technology. The use of beepers, cellular phones and computer equipment is common place. When an offender must maintain a beeper, PDA, cellular telephone or computer equipment with Internet access in the performance of his or her work, the contractor must develop policy and procedures to monitor the legitimate use of this equipment. The following procedures will be followed:

- The offender will make a written request to the facility director stating the specific need and use for the electronic communication equipment. The facility director is the approving authority. The contractor will document this action in the offender's file.
- For USPO cases, the facility director will make the request to the USPO. A copy of the request will be forwarded to the CCM for informational purposes. The USPO's response to the request will be placed in the offender's file. This approval authority may be delegated by the USPO to the facility director or designee.

A pager, cell phone, caller ID, or other type of electronic equipment will not be used for accountability purposes.

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

- All sentenced inmates with financial obligations will develop, with staff assistance, a financial plan to meet those obligations.
- Each financial plan will be monitored effectively to ensure satisfactory progress is being made.
- Appropriate consequences will be incurred by inmates 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:

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

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

Cost of Incarceration (COIF). The contractor will contact the CCM for direction on all cases concerning COIF. The contractor will post the most recent version of the P.S. Cost of Incarceration Fee (COIF) in the RRC for all offenders to read. The contractor will comply with the requirements of COIF under the direction of the CCM.

a. Subsistence. To promote financial responsibility the BOP requires offenders to make Subsistence payments to the contractor each payday. The contractor will develop and use an offender's subsistence agreement form which documents the offender's obligation and responsibility to pay subsistence and other financial obligations outlined in the SOW. Offenders are expected and should be able to meet this basic financial

obligation while participating in the RRC program. The contractor is responsible for collecting the full subsistence amount due and providing the offender with receipts for all subsistence payments. The receipt will indicate the amount collected, gross income, and time period covered. Copies of all pay stubs and collection receipts will be kept in the offender's file.

When offenders collect a pay check (weekly, bi-weekly, or monthly), subsistence payments will be made to coincide with their payday. The contractor will collect 25 percent of each employed offender's gross income (calculated for a week) not to exceed the total dollar amount of the contract's daily per-diem rate totaled for one week.

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

The contractor will round down all subsistence payments to the nearest whole dollar amount.

Partial weeks of RRC residency are prorated.

For Example: If an offender earns \$8.50 an hour and works a forty-hour work week and earn a weekly gross salary of \$340, the offender normally owes 25 percent of \$340, or \$85 in subsistence for the week. However, if the same offender only resides in the RRC for three additional days beyond his/her last payday, then the offender must pay a portion of the \$85 for those three days. In this case, the contractor divides 7 (representing a 7 day week) into \$85. Rounding down, the result is \$12 which is the offender's prorated daily amount. Since the contractor will collect for 3 days, the offender owes \$36 (3 days X \$12 = \$36), in addition to the \$85 (25%) collected from the paycheck. That is if \$36 does not exceed the contract's per-diem rate totaled for the three days.

Prorated amounts will only apply during the departure week, no other time. Pass, furlough or home confinement does not release the offender from subsistence responsibilities. If the last weeks subsistence has been collected from an offender who is subsequently returned to custody as a program failure, that subsistence must be returned to him/her.

The last week's subsistence may be collected in advance. Prorated subsistence for the last week of stay cannot be collected from the resident any earlier than two weeks prior to the release date. An offender who fails to pay subsistence payments is subject to disciplinary action, including termination from the program. Unless otherwise indicated by the Court, BOP or USPO, all USPO cases will pay subsistence.

Contractors will reduce the monthly billing to the BOP by the amount collected in subsistence and indicate this on the bill. Subsistence not collected or shown as a deduction from the billing by the contractor, may be deducted by the BOP from the monthly billing.

The contractor will provide a collection record with every monthly bill.

Offenders who have other means of financial support, e.g., sale of property, Veteran's Administration (VA) benefits, worker's compensation, retirement income, or Social Security will contribute 25 percent of their determined weekly income, not to exceed the daily per diem rate.

In cases of hardship, the contractor may request the CCM waive or modify subsistence payments. This will be considered on a case-by-case basis. The contractor will consider the offender's debts, assets, employment status and spending history before submitting a written request to the CCM. In addition, the contractor should also consider that the offender's future success in the community is a basic program objective of RRC residency.

The CCM must consult with the RMT before authorizing a modification to the subsistence payment schedule and amount.

Loans to residents are strictly prohibited.

7. RESIDENCE DEVELOPMENT. The offenders reentry plan will include efforts at locating suitable housing. Contractors will maintain documentation of the assistance provided to each offender in the offender's file. In cases where an offender will be released from the facility and continue some type of USPO supervision, the contractor will verify the proposed address and forward written comments regarding its suitability to the USPO