CHAPTER 18 - USPO Cases

Ordinarily, USPOs are responsible for the overall supervision of offenders who are placed in a CCC as a condition of pre-trial, probation, parole, mandatory release, or supervised release supervision.

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

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

- Driving - Permission to drive must be approved by the facility director and the supervising USPO.

- Discipline - Persons under supervision as described in this chapter are subject to facility rules and minor sanction. However, if an act is alleged to have been committed by an offender under supervision that would require a recommendation of a major sanction, a formal disciplinary hearing is not required. Rather, staff shall forward the original report of such misconduct with recommendations to the USPO for disposition. The contractor shall forward a copy to the CCM.

- Intake - Staff in cooperation with the USPO shall develop an individual program plan for each offender.

- Financial Obligation - Offenders under supervision shall pay subsistence. The contractor shall immediately notify the CCM if the Court indicates that subsistence should not be collected on USPO cases.

- Medical Services - The contractor shall notify the USPO of medical problems of probationers, parolees, mandatory releasees and supervised releasees. All medical and dental expenses for persons under supervision of a USPO are the responsibility of the offender. Staff should assist the offender in finding appropriate community resources.

- Marriage - Offenders under supervision shall submit requests for marriage to the USPO.

The contractor may not request persons under supervision be placed in USM custody.

- Any unauthorized absence of persons described in this chapter shall be reported immediately to the USPO, and the CCM shall be notified the next calendar day or as directed by the CCM.

Board of Zoning Adjustment
District of Columbia
CASE NO. 16998
EXHIBIT NO. 64A3

- Drug counseling and urine and alcohol surveillance are the administrative and fiscal responsibility of the USPO. The contractor shall work closely with the supervising USPO to coordinate services.

- Financial Responsibility - Supervision cases are subject to the same financial responsibility procedures as BOP offenders, including subsistence collection.

- Release - When the term specified by the Court has been satisfied, or the facility director determines an offender's program is completed or participation will produce no further significant benefits, staff shall notify the USPO and request termination. The contractor will copy the CCM with this action. A terminal report shall be completed by the contractor and forwarded to the USPO and the CCM. The contractor shall ensure the CCM has been properly notified of all requests for program termination and received terminal reports before release.

- Offenders identified in this chapter are not eligible for furloughs or home confinement. Absences other than "sign-out" shall be approved by the supervising USPO, and documented by the contractor.

- Death - In the event of death, the contractor shall immediately notify the USPO and CCM. The USPO is responsible for disposal of the body and any administrative follow-up procedures.

- Basic mental health treatment for offenders under supervision is the financial responsibility of the supervising authority if the resident is uninsured or is unable to pay. Note: Initial medical screening is paid by the BOP.

CHAPTER 19 - Research and Evaluation

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

The contractor may be requested to participate in "pilot testing" of new and innovative BOP program initiatives on an as-needed basis.

The contractor shall respond to all BOP surveys or questionnaires in a positive, timely manner.

CHAPTER 20 - BOP Inspections

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

The contractor will receive feedback to inspections in the form of monitoring reports or direct correspondence. This feedback may assign findings which the contractor shall remedy. A finding is determined when evidence indicates that the contractor has failed to meet the performance requirements of the contract. The evidence that supports a finding will be factually sufficient to lead a knowledgeable, reasonable person who is not an expert in the program area to the same conclusion as the reviewer.

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

1. PREOCCUPANCY VISIT. After contract award, but before the CO issues the "notice to proceed" the BOP may conduct a preoccupancy visit at the facility. During this visit, the BOP will determine the contractor's ability to begin performance by inspecting, at a minimum, all emergency plans, life/safety and zoning issues for compliance to the SOW.

The contractor shall be in compliance with all aspects of the contract to include emergency plans, life/safety and zoning issues before the CO will issue the "notice to proceed."

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

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

c. Zoning. The contractor shall submit, upon request by the BOP, satisfactory proof that all zoning and local ordinance requirements have been met which are necessary for operation and applicable to any proposed performance site(s). Such proof shall be in writing and shall consist of documentation from necessary local officials stating the contract may be performed at the proposed site(s) in accordance with the current zoning and other requirement of the local jurisdiction.

"Necessary local official" means an employee or elected person whose approval or concurrence as to the propriety of the use of the proposed site is required under any and all applicable laws of the state, county, city, town, village, or municipality in which the facility is located.

2. OTHER VISITS. The contractor shall except and accommodate visit(s) or inspection(s) by the BOP, or an investigative authority as indicated in the SOW, at anytime during the life of the contract. Other visits may occur for the purpose of training or to resolve general contract issues.

3. FULL MONITORING. A full monitoring is a thorough inspection and comprehensive review of all aspects of the contractor's operation and facility. The first full monitoring ordinarily occurs not less than 90 days from the issuance of the "notice to proceed." Ordinarily, but not limited to, the contractor is given notice to a full monitoring in advance. A full monitoring may take several days, and will produce a monitoring report.

A monitoring report contains all findings that are sufficient, competent and relevant. The report also outlines appropriate corrective action. The contractor shall respond within 30 days to the CCM when the contractor receives the report. The contractor's response shall address all findings, recommendation or comments and specify a plan of action to correct the findings. The contractor shall also indicate a date when each finding will be corrected. If constraints prevent the contractor from immediately correcting the finding, the contractor shall discuss, at length, in the response the constraints, reason for the constraints, and a realistic time frame for corrective action being completed. This in no way releases the contractor from performing the requirements of the contract.

If the CCM makes any recommendation to modify procedures and practices of the facility operations or physical structure, the contractor shall respond in writing indicating their intent to adapt or accept the recommendation or comment.

If the CCM directs the contractor to modify procedures and practices of the facility operation in accordance with the in requirements outlined in the SOW, the contractor shall respond in writing indicating their compliance.

4. INTERIM MONITORING. An interim monitoring is an unannounced on-site examination of findings noted in a prior monitoring. Ordinarily, the interim monitoring inspects, but is not limited to, those areas which are problematic. It is ordinarily brief and is not intended to be as lengthy and comprehensive as a full monitoring. Subsequent to an interim monitoring, the contractor will receive a letter acknowledging the interim monitoring from the CCM. The letter will also indicate all areas found non-

compliant. The contractor shall respond in accordance with the requirements in the full monitoring section of the SOW.

5. CONTRACTOR EVALUATION FORM (CEF). The CEF is an annual assessment conducted by the CCM The rating period represents 12 months of contract performance and ordinarily is conduct at the end of each performance period as identified on the Contract Award document.

A. Assessment. The CCM considers both positive and negative attributes. The CCM assigns a score (i.e., 1 = VERY DISSATISFIED; 2 = DISSATISFIED; 3 = SATISFIED; 4 = VERY SATISFIED; and 5 = EXTREMELY SATISFIED) to each of the following three assessment areas:

1) **Contract Compliance.** Rate compliance in areas such as staffing patterns, life safety, financial responsibility, discipline, food service and accountability. Consider the completeness and accuracy of the reports submitted by the contractor, such as invoices, urinalysis reports, incident reports, and volunteer participation reports.

2) **Customer Satisfaction.** Rate the overall quality of the programs that provide accountability, work, and other self-improvement opportunities for offenders. Consider the contractor's overall approach to communication and correctional management, and determine if is consistent with the mission of the BOP.

3) **Business Relationship.** Rate the flexibility, pro-activeness, professionalism, and cooperation as seen in the contractor's relationship with the BOP, U.S. Probation Office, U.S. Marshals Service, local law enforcement and community.

The CCM then calculates an assessment score using the following methodology:

- To calculate the adjectival rating, total the three assessment scores.
- Subtract (one time) three points for any withholding(s) taken during the rating period.
- If performance is over and above the minimum requirements of the SOW, add either one, two or three points. The number of points added is discretionary and must not exceed three.
- Divide by three.
- The result is the overall score and will fall within the numeric range associated with the adjectival rating.

B. Adjectival Ratings. An adjectival rating is determined after the assessment. The CCM assigns one of the following ratings based upon the overall score:

1) **Excellent - (4.33 and above)**. During the rating period the contractor has performed without problems and has operated within the terms and conditions of the contract. The contractor has been extremely responsive to Bureau inquires. Improvements are not needed. The contract should continue.

2) **Good - (3.66 - 4.3)**. There are few, if any, problems with the contractor's performance. It is generally operating within the terms and conditions of the contract. Only minor improvements are needed. The contract should continue.

3) **Fair - (2.55 - 3.6)**. There are problems regarding the contractor's compliance with the requirements in the contract. However, the contractor is responsive to the Bureau and applies corrective measures within specified time frames. Several improvements are ongoing. The contract should continue.

4) **Poor - (.1 - 2.5)**. There is/are major problem(s) with the performance of the contractor. The contractor must be notified in writing as to the problem areas and given a specific time frame in which to remedy the situation. The contractor is marginally responsive. The contractor is struggling to provide a safe and secure environment for offenders.

5) **Unsatisfactory - (0)**. There is/are major problem(s) with the performance of the contractor which the contractor has not remedied, cannot remedy, or refuses to remedy. The contractor fails to provide a safe and secure environment for offenders. The contractor is not performing in accordance with the terms and conditions of the contract. The contract should not continue.

C. Contractor's Review of the CEF. The contractor will have an opportunity to review and comment on each CEF prepared by the CCM. The contractor shall sign and date the CEP form acknowledging the contractor's receipt of the rating. Should the contractor disagree with the rating, the contractor may provide rebuttal comments on a separate letter. The contractor shall return the CEP form, with any comments, to the CCM within 30 calendar days after receipt of the form.

D. MCA's Certification of the CEP. Th MCA is responsible for the CEF program and must ensure that CCMs and T-DATCs complete CEF on time and accurately.

The MCA must review any comments submitted by the contractor and may adjust the adjectival rating up or down based on the contractor's comments. The MCA then signs the CEF, certifying that it represents the contractor's performance.

The MCA must forward the original CEF to the Community Corrections Contracting Section, Administration Division; a copy to Privatization and Special Projects Branch (PSPB), Community Corrections and Detention Division; and a copy to the contractor.

6. RESPONSIBILITIES OF THE CONTRACTOR. The contractor shall respond to all inspections, i.e., monitoring reports, CEFs and CCM inquiries within the appropriate time frame.

The contractor shall take appropriate actions to correct findings and improve operations, and ensure that adequate administrative controls and monitoring systems are in place to prevent the finding from recurring.

7. REPEAT FINDINGS. A repeat finding is a serious issue. Therefore, the authorized negotiator shall provide a separate response to the CCM, with a copy to the CO, specifically addressing the repeat finding. This is in addition to the facility director's response to the CCM. The authorized negotiator must describe the measures and internal controls to be implemented to ensure that the problem will not occur again, as well as explain why the problem was not corrected from the prior review. The authorized negotiator's response is due no later than five calendar days after receipt of the report.

CHAPTER 21 - Cost Reimbursements

In the event an offeror changes their proposed site during the negotiation process after the BOP has inspected the facility, the offeror shall be required to reimburse the BOP for all reasonable costs associated with the re-inspection of the new proposed site(s) due to the offeror's change in proposed facility. Failure to reimburse the BOP within ten calendar days of written notification shall result in elimination from consideration for award of the contract.

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

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

The BOP will schedule a preoccupancy inspection following contract award and before performance. If the BOP must repeatedly inspect the place of performance (facility and location) due to the contractor's failure to complete necessary facility repairs or renovations, or failure to meet minimum programmatic requirements so that performance may begin, the contractor shall be required to reimburse the BOP for all reasonable costs associated with a second (or subsequent) preoccupancy inspection. These costs shall be deducted from the monthly billing to the Government.

The requirements of this chapter do not modify nor waive the rights of the BOP to terminate a contract for default under the terms and conditions of the contract.

CHAPTER 22 - Sexual Abuse Intervention

1. GENERAL DEFINITIONS. Sexual abuse/assault impacts offenders and employees and the orderly running of the facility. Sexual abuse/assault/misconduct is defined as verbal or physical conduct of a sexual nature directed toward an offender by another offender, staff member, agent or volunteer of the facility, or private organization. Sexual misconduct by staff against an offender shall be prohibited by policy. Sexual misconduct, as it relates to an offender, is a sexual advance, welcome or not, by an offender, staff member, agent or volunteer of the facility. It is illegal and a violation of federal law.

2. RESPONSIBILITIES. The contractor shall develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault prevention and intervention program. Written policy, procedure, and practice shall provide that all staff receive such training during pre-service training and on an annual basis as part of the facility's in-service training plan.

The contractor shall develop and make available to all offenders an education program which addresses the subject of sexual abuse/assault. The content of the educational program must include topics such as recognizing behaviors that are inappropriate, harassing, or assaultive; how to seek protection; privacy rights; medical and psychological programs for victims of abuse; how to confidentially report sensitive issues to facility staff, the BOP, the Office of Inspector General, and local law enforcement.

The contractor shall immediately report all sexual misconduct allegations to the CCM.

The contractor shall establish a local intervention protocol that offers the offender immediate protection from the assailant.

The contractor shall have in place procedures which assure a medical examination and counseling by a clinical psychologist within 24 hours of an incident.

Attachment A

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS

Facility Name and Address:

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

I also authorize the Federal Bureau of Prisons to disclose to the facility director or the contract's "authorized negotiator" all information generated as a result of a National Crime Information Center/National Law Enforcement Telecommunications System (NCIC/NLETS) criminal history check on me, or any other information necessary to determine my suitability for work with federal offenders at _____.

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

1. Name (print: Last, First, Middle)	2. Date of Birth	3. SSN
4. Signature	5. Date signed	
6. Witness Signature (print & sign)	7. Date Witness signed	

Record Copy - CCM; Copy - Facility Director; Copy - Contract Employee or Volunteer

This form may be replicated via Computer.

INITIAL INTAKE FORM

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

Facility Name and Address:

Contract staff Completing the Interview (Print):

Name of Offender:	**Register Number:**			
Offender Home Address:	**DOB:**	**SSN:**	**Race:**	**Sex:**
Religion:	**Date and Time of Arrival:**			

1. NOTIFICATION IN CASE OF EMERGENCY/DEATH (Offender Completes):

In an emergency or death, I direct that my _____ (relationship), whose name and address is _____ (Name) (Street) (City) (State) (Telephone Number) be notified.

Name and Telephone Number of Personal Physician:

Special Medical Needs:

Disposition of Personal Property:

Personal and Release Needs:

2. STATUS (Contract staff Completes):

Component Assigned: **Community Corrections** **Pre-Release** **Home Confinement**

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

Case Manager Assigned:

3. SIGNATURES (Contract staff and Offender Completes):

Contract staff Signature	**Date & Time**	**Offender Signature**	**Date and Time**

Record Copy - Facility Director; Copy - CCM
(This form may be replicated via Computer)

CASE NOTES

SECTION A

A.1 Identify the offender by name and register number.
A.2 List type case, BOP or USPO case.
A.3 List offender's assigned component, community corrections, pre-release, or home confinement and special instructions, if any.
A.4 Indicate offender's release date and how verified.
A.5 Identify, if applicable, if written notice of VCCLEA and PLRA was done.

SECTION B - Facility adjustment (brief summary)

B.1 Program plans and time tables;
B.2 Employment, include job search progress;
B.3 Educational/vocational participation;
B.4 Program participation list both current and completed, also indicate when and by whom the pre-release or home confinement component was approved;
B.5 Disciplinary actions, chronologically list all actions at the CCC (informal resolutions are not to be included);
B.6 Physical and mental health, including any significant mental or physical health problems, and any corrective action taken;
B.7 Financial responsibility plan and current status; and
B.8 Passes/Furlough (chronologically list all and summarize offender's success).

SECTION C Release planning:

C.1 When appropriate, staff shall request that the offender to provide a specific release plan that includes address and employment;
C.2 Staff shall identify available release resources and any particular problem that may be present in release planning.

Have both offender and contract staff sign and date the notes.

URINALYSIS PROCEDURES

URINALYSIS TESTING SPECIFICATIONS

The laboratory shall comply with all specifications contained herein and all applicable local, state, and federal law.

Urine samples submitted for testing shall contain the laboratory's required minimum amount of urine, ordinarily 25 milliliters.

If necessary because of litigation, the laboratory must provide a qualified expert witness to testify as to laboratory procedures employed as well as to accuracy and reliability of test results. Additionally, the laboratory must be able to prove chain of custody.

The laboratory must demonstrate a satisfactory intrinsic quality control program and must participate in at least one proficiency testing program conducted by local, state, or federal agencies, or professional groups, and must have demonstrated satisfactory performance in that proficiency testing program for at least the last two years. The laboratory shall provide results of proficiency testing to the contractor, at least annually. CCMs will review these findings during monitoring visits.

Specifications of Methodology.

Sensitivity. The laboratory shall have the capability to detect and identify certain drugs and metabolites by basic screen at minimal levels, or lower, as indicated in the PRIMARY TEST PANEL.

Basic Screening Procedures. All primary initial screen tests will be with Enzyme Multiplied Immunoassay Technique (EMIT)/FDA Approved Methodology Testing as indicated, with the SPECIAL test initial screen being EMIT/FDA Approved Methodology Testing as indicated under the SPECIAL test group. All testing will be performed according to manufactures specifications for all requests and instruments, as in FDA approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted the laboratories modified protocol.

Confirmation of Positive Tests. The approved methods of confirmation of specimens testing positive are listed in both the Primary and SPECIAL test panels above. Confirmation tests must be done on all initial positives. Authorized confirmation methodologies include Thin Layer Chromatography (TLC), High Performance Thin Layer Chromatography (HPTLC), and GC/MS test methodology. No substitutions can be made to the methods. The positive rate of all samples is estimated to be between 6 percent and 7 percent.

Other Requirements. The laboratory must perform the test within 48 hours of receipt. The laboratory will telephonically notify the contractor facility of positive results within 24 hours of the time the test was performed. Urine specimens testing positive must be retained by the laboratory for minimum of 30 days for possible retesting, if requested.

URINALYSIS PROCEDURES

PRIMARY TEST PANEL

DRUG/SUBSTANCE	SCREEN METHOD	SCREEN LEVEL	CONFIRMATIONS METHOD	CONFIRMATION CUTOFF
Amphetamines Amphetamine Methamphetamine	EMIT	1000ng/ml	GC	300ng/ml
Barbiturates Amobarbital Butabarbital Butalbital Pentobarbital Phenobarbital Secobarbital	EMIT	300ng/ml	GC	500ng/ml
Benzodiazepines	EMIT	300ng/ml	GC	200ng/ml
Cannabinoids (THC/Marijuana)	EMIT	100ng/ml	GC	15ng/ml
Cocaine Benzoyl Ecgonine	EMIT	300ng/ml	GC	300ng/ml
Methadone	EMIT	300ng/ml	GC	300ng/ml
Opiates •Codeine •Hydromorphone •Morphine	EMIT	300ng/ml	GC	 500ng/ml 1000ng/ml 200ng/ml
Phencyclidine	EMIT	25ng/ml	GC	200ng/ml
Methaqualone (Quaalude)	EMIT	300 ng/ml	GC	500 ng/ml
Quinine	TLC	1.0ng/ml	GC	1.0ng/ml
Meperidine (Demerol)	TLC	1.0ng/ml	GC	1.0ng/ml
Pentazocine (Talwin)	TLC	1.0ng/ml	GC	1.0ng/ml
Phenmetrazine (Preludin)	TLC	1.0ng/ml	GC	1.0ng/ml
Propoxyphene (Darvon)	TLC	1.0ng/ml	GC	1.0ng/ml

URINALYSIS PROCEDURES

STANDARD PROCEDURES FOR COLLECTING URINE SURVEILLANCE SAMPLES

1. To the extent possible, urine samples should be collected in one or two centralized areas of the facility, (e.g., facility director's office or other private office), by contract staff who are thoroughly familiar with the procedures specified below.

2. Offenders shall be thoroughly searched to detect any device designed to provide a urine substitute or possible contaminant and shall thoroughly wash their hands prior to providing the sample.

3. When the offender reports for testing contract staff shall:
   - Make a positive picture identification of the offender;
   - Collect the sample from the offender;
   - Assign the sample a urine sample identification number;
   - Label the urine bottle with that number and the date, and;
   - Record the number next to the offender's name on the lab slip.

4. Bottles shall be kept under direct contract staff observation and control at all times, both before and after the offender furnishes the urine sample.

5. Two report form lines are provided for each urine sample on the lab form. Ordinarily, to be submitted for testing, bottles shall be full (i.e., 60cc or 2 oz). Once a sufficient sample is provided, contract staff shall ensure that the urine sample identification number on the bottle corresponds to the number assigned to that offender on the lab slip. Contract staff shall then document this verification by initialing the lab slip entry for that offender. Until the lab form is revised to provide a column specifically for initials, initials should be placed in the right most portion of the medication column.

6. The offender shall then be asked to verify the numbers on the bottle and the lab slip and to initial the lab slip to indicate his/her verification. A cover sheet should be used which will permit the offender to view only his/her entries on the lab slip. If the offender refuses, a second contract staff member should make this verification and initial the form.

7. After samples are collected they shall be maintained under direct contract staff observation until moved to a locked area where they may be stored until mailing. This area should be designated by the Urine facility director and shall be accessible to a very limited number of contract staff. Under no circumstances shall offenders have access to this area.

8. All samples shall be mailed to the testing laboratory no later than 72 hours after collection, (excluding holidays).

9. When a positive result is received, and an incident report written, a photocopy of both the slip returned by the lab and the slip listing the offender's name and urine sample identification number (retained at the facility) shall be attached to the incident report and made a part of the disciplinary record. Other offender names will be blocked out of the photocopy.

URINALYSIS PROCEDURES

DETECTION PERIODS FOR SELECTED DRUGS

The time periods below are estimates of the maximum lengths of time, after last use, that a person's urine would be positive for a particular drug. These periods also represent the minimum waiting periods between samples on which successive disciplinary actions for the same drug ordinarily may be based. For example, ordinarily at least 30 days must elapse between urine collection dates before disciplinary action may be taken for a second THC positive. The offender could, however, be retested within this 30 day period and disciplinary action could be based on positive results for drugs other than THC.

3 days	Amphetamines Methampnetamine Cocaine Cocaine Metabolite
5 days	Methadone Methadone Metabolite
6 days	Morphine Codeine Opiates Meperidine (Demerol) Pentazocine (Talwin) Propoxyphene (Darvon)
11 days	Barbiturates Phencyclidine (PCP)
14 days	Phenobarbital
30 days	THC

PROHIBITED ACTS AND DISCIPLINARY SEVERITY SCALE

GREATEST CATEGORY

The CDCC shall refer all Greatest Severity Prohibited Acts to the DHO with recommendations as to an appropriate disposition.

CODE	PROHIBITED ACTS	SANCTIONS
100	Killing	A. Recommend parole date rescission or retardation.
101	Assaulting any persons (includes sexual assault) or an armed assault on the institution's secure perimeter (a charge for assaulting any person at this level is to be used only when serious physical injury has been attempted or carried out by an offender)	B. Forfeit earned statutory good time or non-vested good conduct time (up to 100 percent) and/or terminate or disallow extra good time (an extra good time or good conduct time sanction may not be suspended).
102	Escape from escort; escape from a secure institution (low, medium, and high security level and administrative institutions); or escape from a minimum institution with violence	B.1 Disallow ordinarily between 50 and 75 percent (27-41 days) of good conduct time credit available for year (a good conduct time sanction may not be suspended).
103	Setting a fire (charged with this act in this category only when found to pose a threat to life or a threat of serious bodily harm or in furtherance of a prohibited act of Greatest Severity, e.g. in furtherance of a riot or escape; otherwise the charge is properly classified Code 218, or 329)	C. Disciplinary Transfer (recommend). D. Disciplinary segregation (up to 60 days). E. Make monetary restitution. F. Withhold statutory good time (Note - can be in addition to A through E - cannot be the only sanction executed). G. Loss of privileges (Note - can be in addition to A through E - cannot be the only sanction executed).]

GREATEST CATEGORY (Cont'd)

CODE	PROHIBITED ACTS	SANCTIONS
198	Interfering with a staff member in the performance of duties. (Conduct must be of the Greatest Severity nature.) This charge is to be used only when another charge of greatest severity is not applicable.	Sanctions A-G
199	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (Conduct must be of the Greatest Severity nature.) This charge is to be used only when another charge of greatest severity is not applicable.	

HIGH CATEGORY

CODE	PROHIBITED ACTS	SANCTIONS
200	Escape from unescorted Community Programs and activities and Open Institutions (minimum) and from outside secure institutions--<u>without</u> violence.	A. Recommend parole date rescission or retardation. B. Forfeit earned statutory good time or non-vested good conduct time up to 50 percent or up to 60 days, whichever is less, and/or terminate or disallow extra good time (an extra good time or good conduct time sanction may not be suspended) B.1 Disallow ordinarily between 25 and 50 percent (14-27 days) of good conduct time credit available for year (a good conduct time sanction may not be suspended). C. Disciplinary Transfer (recommend) D. Disciplinary segregation (up to 30 days). E. Make monetary restitution. F. Withhold statutory good time]
201	Fighting with another person	
202	(Note to be used)	
203	Threatening another with bodily harm or any other offense	
204	Extortion, blackmail, protection: Demanding or receiving money or anything of value in return for protection against others, to avoid bodily harm, or under threat of informing	
205	Engaging in sexual acts	
206	Making sexual proposals or threats to another	
207	Wearing a disguise or a mask	
208	Possession of any unauthorized locking device, or lock pick, or tampering with or blocking any lock device (includes keys), or destroying, altering, interfering with, improperly using, or damaging any security device, mechanism, or procedure	

HIGH CATEGORY (Cont'd)

CODE	PROHIBITED ACTS	SANCTIONS
209	Adulteration of any food or drink	G. Loss of privileges: commissary, movies, recreation, etc.
210	(Not to be used)	H. Change housing (quarters)
211	Possessing any officer's or staff clothing	I. Remove from program and/or group activity
212	Engaging in, or encouraging a group demonstration	J. Loss of job. Not applicable in a CCC.
213	Encouraging others to refuse to work, or to participate in a work stoppage	K. Impound offender's personal property
214	(Not to be used)	L. Confiscate contraband
215	Introduction of alcohol into contract facility	M. Restrict to quarters]
216	Giving or offering an official or staff member a bribe, or anything of value	
217	Giving money to, or receiving money from, any person for purposes of introducing contraband or for any other illegal or prohibited purposes	
218	Destroying, altering, or damaging government property, or the property of another person, having a value in excess of $100.00 or destroying, altering, damaging life-safety devices (e.g., fire alarm) regardless of financial value	
219	Stealing (theft; this includes data obtained through the unauthorized use of a communications facility, or through the unauthorized access to disks, tapes, or computer printouts or other automated equipment on which data is stored.)	

HIGH CATEGORY (Cont'd)

CODE	PROHIBITED ACTS	SANCTIONS
220	Demonstrating, practicing, or using martial arts, boxing (except for use of a punching bag), wrestling, or other forms of physical encounter, or military exercises or drill (except for drill authorized and conducted by staff)	Sanctions A-M
221	Being in an unauthorized area with a person of the opposite sex without staff permission	
222	Making, possessing, or using intoxicants	
223	Refusing to breathe into a breathalyser or take part in other testing for use of alcohol	
224	Assaulting any person (charged with this act only when less serious physical injury or contact has been attempted or carried out by an offender)	
298	Interfering with a staff member in the performance of duties. (Conduct must be of the High Severity nature.) This charge is to be used only when another charge of the high severity is not applicable.	
299	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (Conduct must be of the High Severity nature.) This charge is to be used only when another charge of high severity is not applicable.	

MODERATE CATEGORY

CODE	PROHIBITED ACTS	SANCTIONS
300	Indecent Exposure	A. Recommend parole date rescission or retardation.
301	(Not to be used)	B. Forfeit earned statutory good time or non-vested good conduct time up to 25 percent or up to 30 days, whichever is less, and/or terminate or disallow extra good time (an extra good time or good conduct time sanction may not be suspended).
302	Misuse of authorized medication	B.1 Disallow ordinarily up to 25 percent (1-14 days) of good conduct time credit available for year (a good conduct time sanction may not be suspended).
303	Possession of money or currency, unless specifically authorized, or in excess of the amount authorized	C. Disciplinary Transfer (recommend).
304	Loaning of property or anything of value for profit or increased return	D. Disciplinary segregation (up to 15 days).
305	Possession of anything not authorized for retention or receipt by the offender, and not issued to him through regular channels	E. Make monetary restitution.
306	Refusing to work, or to accept a program assignment	F. Withhold statutory good time.]
307	Refusing to obey an order of any staff member (May be categorized and charged in terms of greater severity, according to the nature of the order being disobeyed; e.g., failure to obey an order which furthers a riot would be charged as 105, Rioting; refusing to obey an order which furthers a fight would be charged as 201, Fighting; refusing to provide a urine sample when ordered would be charged as Code 110)	
308	Violating a condition of a furlough	
309	Violating a condition of a community program	
310	Unexcused absence from work or any assignment	

MODERATE CATEGORY (Cont'd)

CODE	PROHIBITED ACTS	SANCTIONS
311	Failing to perform work as instructed by the supervisor	G. Loss of privileges: commissary, movies, recreation, etc.
312	Insolence towards a staff member	H. Change housing (quarters)
313	Lying or providing a false statement to a staff member.	I. Remove from program and/or group activity.
314	Counterfeiting, forging or unauthorized reproduction of any document, article of identification, money, security, or official paper. (May be categorized in terms of greater severity according to the nature of the item being reproduced; e.g., counterfeiting release papers to effect escape, Code 102 or Code 200)	J. Loss of job. Not applicable in a CCC. K. Impound offender's personal property. L. Confiscate contraband. M. Restrict to quarters. N. Extra duty.]
315	Participating in an unauthorized meeting or gathering	
316	Being in an unauthorized area	
317	Failure to follow safety or sanitation regulations	
318	Using any equipment or machinery which is not specifically authorized	
319	Using any equipment or machinery contrary to instructions or posted safety standards	
320	Failing to stand count	
321	Interfering with the taking of count	
322	(Not to be used)	
323	(Not to be used)	
324	Gambling	

MODERATE CATEGORY (Cont'd)

CODE	PROHIBITED ACTS	SANCTIONS
325	Preparing or conducting a gambling pool	Sanctions A-N
326	Possession of gambling paraphernalia	
327	Unauthorized contacts with the public	
328	Giving money or anything of value to, or accepting money or anything of value from: another offender, or any other person without staff authorization	
329	Destroying, altering or damaging government property, or the property of another person, having a value of $100.00 or less	
330	Being unsanitary or untidy; failing to keep one's person and one's quarters in accordance with posted standards	
331	Possession, manufacture, or introduction of a non-hazardous tool or other non-hazardous contraband (Tool not likely to be used in an escape or escape attempt, or to serve as a weapon capable of doing serious bodily harm to others, or not hazardous to institutional security or personal safety; Other non-hazardous contraband includes such items as food or cosmetics)	
398	Interfering with a staff member in the performance of duties. (Conduct must be of the Moderate Severity nature.) This charge is to be used only when another charge of moderate severity is not applicable.	
399	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (Conduct must be of the Moderate Severity nature). This charge is to be used only when another charge of moderate severity is not applicable.	

LOW MODERATE CATEGORY

CODE	PROHIBITED ACTS	SANCTIONS
400	Possession of property belonging to another person	B.1 Disallow ordinarily up to 12.5 percent (1-7 days) of good conduct time credit available for year (to be used only where offender found to have committed a second violation of the same prohibited act within 6 months); Disallow ordinarily up to 25 percent (1-14 days) of good conduct time credit available for year (to be used only where offender found to have committed a third violation of the same prohibited act within 6 months) (a good conduct time sanction may not be suspended).] (See Chapter 4 Page 16 for VCCLEA violent and PLRA offenders.)
401	Possessing unauthorized amount of otherwise authorized clothing	
402	Malingering, feigning illness	
403	Smoking where prohibited	
404	Using abusive or obscene language	
405	Tattooing or self-mutilation	
406	Unauthorized use of mail or telephone (Restriction, or loss for a specific period of time, of these privileges may often be an appropriate sanction G) (May be categorized and charged in terms of greater severity, according to the nature of the unauthorized use; e.g., the telephone is used for planning, facilitating, committing an armed assault on the institution's secure perimeter, would be charged as Code 101, Assault)	[E. Make monetary restitution. F. Withhold statutory good time. G. Loss of privileges: commissary, movies, recreation, etc. H. Change housing (quarters). I. Remove from program and/or group activity.]
407	Conduct with a visitor in violation of Bureau regulations (Restriction, or loss for a specific period of time, of these privileges may often be an appropriate sanction G)	

LOW MODERATE CATEGORY (Cont'd)

CODE	PROHIBITED ACTS	SANCTIONS
408	Conducting a business	J. Loss of job. Not applicable in a CCC.
409	Unauthorized physical contact (e.g., kissing, embracing)	K. Impound offender's personal property.
498	Interfering with a staff member in the performance of duties. Conduct must be of the Low Mode-rate Severity nature.) This charge is to be used only when another charge of low moderate severity if not applicable.	L. Confiscate contraband. M. Restrict to quarters. N. Extra duty.
499	Conduct which disrupts or interferes with the security or orderly running of the institution or the Bureau of Prisons. (Conduct must be of the Low Moderate severity nature.) This charge is to be used only when another charge of low moderate severity is not applicable.	O. Reprimand. P. Warning.

NOTE: Aiding another person to commit any of these offenses, attempting to commit any of these offenses, and making plans to commit any of these offenses, in all categories of severity, shall be considered the same as a commission of the offenses itself.

When the prohibited act is interfering with a staff member in the performance of duties (Code 198, 298, 398, or 498), or Conduct Which Disrupts (Code 199, 299, 399, or 499), the DHO or CDC, in its findings, should indicate a specific finding of the severity level of the conduct, and a comparison to an offense (or offenses) in that severity level which the DHO or CDC finds is most comparable.

Example: "We find the act of _____to be of High severity, most comparable to prohibited act Engaging in a Group Demonstration."

Sanction B.1 may be imposed on the Low Moderate category only where the offender has committed the same low moderate prohibited act more than one time within a six-month period except for a VCCLEA offender rated as violent or a PLRA offender.

FOOD GUIDE PYRAMID: A guide to Daily Food Servings

The Food Guide Pyramid is a guide for what to serve each day based on the Dietary Guidelines. It's not a rigid plan to follow but a general guide for planning a healthy diet. Below is a list of the various food groups with the recommended daily servings and appropriate serving sizes.

BREADS, CEREALS, RICE, PASTA, TORTILLA & GRAINS

Serve 6-11 each day

One serving is:
- ½ cup cooked pasta, rice, or cereal
- ½ hamburger/hotdog bun
- 1 oz ready to eat cereal
- 1 slice of bread
- 4 small crackers
- 1-4 in. square of cornbread

VEGETABLES

Serve 3-5 each day

One Serving is:
- 1 cup raw leafy vegetables
- ½ cup cooked vegetables
- ½ cup raw vegetables

FRUITS

Serve 2-4 each day

One Serving is:
- ½ cup canned fruit
- 1/4 cup dried fruit
- 1 whole medium fruit(½ cup)
- 3/4 cup fruit juice

MILK, YOGURT, & CHEESE

Serve 2-3 each day

One Serving is:
- 1 cup(8 oz) milk or yogurt
- 1 ½-2 oz cheese

MEAT, POULTRY, FISH, DRY BEANS, EGGS & NUTS

Serve 2-3 each day

One Serving is:
- 2-3 oz cooked meat, fish or poultry
- 2 eggs
- 1 cup cooked dried beans
- 4 tbsp peanut butter

FATS, OILS & SWEETS

USE SPARINGLY

EXPLANATION OF TERMS

AVERAGE MONTHLY POPULATION (AMP) - The contractor adds the days invoiced on the monthly bill for three consecutive months and divides by three to determine the AMP.

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

BOP INTERNET HOME PAGE - www.bop.gov

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

The bulletins referenced in the SOW are published by the California Bureau of Home Furnishings and Thermal Insulation. The Bureau of Home Furnishings and Thermal Insulation are available by contacting the following address: 3485 Orange Grove AVE; North Highlands, California, 95660; (916) 574-2041.

COMMUNITY CORRECTIONS CENTER (CCC) - The location in which the Contractor's programs are operated; also called facility, center, community treatment center (CTC), or a halfway house. A CCC is considered a penal or correctional facility.

COMMUNITY CORRECTIONS MANAGER (CCM) - The BOP employee responsible for all functions, programs and services related to Community Corrections within a judicial district(s).

COMMUNITY CORRECTIONS MANAGEMENT CENTER ADMINISTRATOR (MCA) - The BOP employee who supervises the CCM. The MCA exercises responsibility for Community Corrections operations and programs within a geographical area originally covering more than one CCM office.

COMMUNITY CORRECTIONS REGIONAL ADMINISTRATOR (CCRA) - The BOP employee responsible for all Community Corrections functions, services and operations within a region.

COMMUNITY CORRECTIONS REGIONAL SAFETY SPECIALIST (CCRSS) - a BOP staff member responsible for contract compliance with county, city, state, federal and national safety policies.

COMPREHENSIVE SANCTIONS CENTER (CSC) - The location in which the Contractor's programs are operated; also called facility or a halfway house. A CSC is considered a penal or correctional facility.

CONTRABAND - Contraband will be considered anything not authorized for retention by the facility rules and regulations or not issued by authorized staff.

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

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

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

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

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - A BOP employee ordinarily a CCM, designated in writing by a CO to act as an authorized representative in monitoring and administering a contract. Acts as technical liaison between the Contractor and the CO. (See Section G of the solicitation for an expanded outline of these authorities and responsibilities.)

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

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

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

EMERGENCY - Any significant disruption (e.g., adverse weather, bomb threat, disturbances, escape, fire, hostage, work or food strike, etc) of normal facility procedures, policy or activity.

ELECTRONIC MONITORING EQUIPMENT - Equipment which monitors a federal offender's compliance with the CSC Electronic Monitoring Program's conditions. The program has a system of accounting for an offender at all times, including verification of activities, reporting of tardiness and/or absences from required services or activities, as well as other program violations.

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

INDIGENT - Indigent is a condition an offender experiences when they are physically or mentally disabled and impoverished to the point that they are temporarily unable to earn money. Participation in the CSC

should remedy this situation and assist the offender in becoming self-sufficient.

INMATE - (see resident)

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

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

The codes referenced in the SOW are available by contacting NFPA at the following address: 1 Batterymarch Park Quincy, MA 02269-9101 USA Telephone: (617) 770-3000 Fax:(617)770-0700; Customer Sales Department at 800-344-3555; Internet Home Page: NFPA.ORG

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

OFFENDER - (see resident)

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

PROGRAM STATEMENT (P.S.) - A BOP written directive that establishes policy procedures in a given area. (Available on BOP Internet web page.)

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

PREOCCUPANCY INSPECTION - One BOP scheduled, on-site inspection of the Contractor's place of performance to ensure facility repairs or renovations have been completed and minimum programmatic requirements have been met so performance may begin.

PRE-TRIAL DEFENDANT - ordinarily means a person awaiting trial, being tried, or awaiting a verdict. The term "pre-trial inmate" also includes a person awaiting sentence after having pleaded or been found guilty when the BOP has not received notification of conviction.

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

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

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

REGIONAL TRANSITIONAL DRUG ABUSE TREATMENT COORDINATOR (REGIONAL T-DATC)
- The BOP employee who is responsible for placing offenders in Transitional Drug Abuse Treatment (TDAT), procuring treatment, monitoring treatment providers, certifying bills, ensuring quality control, and performing liaison activities among federal institutional programs, U.S. Probation, and contract community treatment providers.

REGISTERED DIETICIAN (RD) - RD means that a person has completed academic and experience requirements established by the Commission on Dietetic Registration, the credentialing agency for American Dietetic Association (ADA).

RESIDENT - federal inmate, inmate, prisoner or offender. The terms resident, inmate, prisoner and offender are used interchangeably throughout this document.

ROUTINE MONITORING
- The BOP's scheduled and unscheduled, on-site inspection visits to the Contractor's facility to evaluate performance.

Facilities with an average daily population of federal offenders of 15 or fewer, there will be at least one full monitoring and at least two unannounced interim monitoring visits every 18 months.

Facilities with 16 to 30 federal offenders will have at least one full monitoring and at least two unannounced interim monitoring visits every 12 months.

Facilities with 31 or more federal offenders will have at least one full and three unannounced interim monitoring visits every twelve months.

TYPES OF OFFENDERS - The BOP places several types of offenders in a CSC. There are many variables which determine the type and how an offender is placed and programed in a CSC. To avoid confusion, the contractor should consider two broader categories, BOP and USPO cases. It is important to understand which case the offender is assigned

because of the differences in programing. The CCM will provide direction in this regard.

Confinement of all BOP cases are reimbursable. Confinement of USPO cases are reimbursable except pre-trial defendants. The CCM can answer questions regarding reimbursable offenders.

a. Direct Court Commitment. Direct court commitment offender is a BOP case when a U.S. District Court Judge or Magistrate Judge has imposed a short sentence of confinement (ordinally a year or less) with the recommendation that it be served in a contract CSC or a jail-type location. Direct court commitment also includes cases when a Court imposes a term of imprisonment for the revocation of probation or supervised release.

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

c. Community Confinement. Community Confinement offender is under custody and a BOP case who resides in a CSC and participates in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility approved programs as a condition of supervised release or probation.

d. Intermittent Confinement. Intermittent Confinement offender is under custody and a BOP case who resides in a CSC during nights, weekends, or other intervals.

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

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

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

VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT (VCCLEA) - For the purpose of this SOW, the CCM will identify VCCLEA case to the contractor with specific instructions. Specific requirements are outlined in the chapters on Programs and Discipline.

ATTACHMENT B

STATEMENT OF WORK

(SOW)

COMPREHENSIVE SANCTIONS CENTER

(CSC)

JANUARY 2000

TABLE OF CONTENTS

CHAPTER 1
Administration and Organization 6
CHAPTER 2
Personnel 10
CHAPTER 3
Facility 21
CHAPTER 4
Life/Safety 25
CHAPTER 5
Sanitation & Environment 29
CHAPTER 6
Electrical Safety 31
CHAPTER 7
Hazardous Materials 32
CHAPTER 8
Pest Control & Waste Management 35
CHAPTER 9
Referral and Intake Processing 36
CHAPTER 10
Programs 41
CHAPTER 11
Discipline 71
CHAPTER 12
Administrative Remedy 81
CHAPTER 13
Food & Medical Services 82
CHAPTER 14
Records and Reports 89
CHAPTER 15
Release Preparation 92
CHAPTER 16
Escape Procedures 96
CHAPTER 17
Serious Illness, Injury, or Death 98
CHAPTER 18
USPO Cases 99
CHAPTER 19
Research and Evaluation 101
CHAPTER 20
BOP Inspections 102
CHAPTER 21
Cost Reimbursements 107
CHAPTER 22
Sexual Abuse Intervention 108

List of Attachments

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION . Attachment A

INITIAL INTAKE FORM . . . . . Attachment B

CASE NOTES . . . . . Attachment C

URINALYSIS PROCEDURES . . . . . Attachment D

PROHIBITED ACTS AND DISCIPLINARY SEVERITY SCALE . . Attachment E

FOOD GUIDE PYRAMID . . . . . Attachment F

EXPLANATION OF TERMS . . . . . 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 (CCC'S)	11
COMMUNITY BASED PROGRAM AGREEMENT	9
DUTIES OF STAFF REPRESENTATIVES (CCC'S)	11
FURLOUGH APPLICATION - APPROVAL AND RECORD	10
FURLOUGH QUESTIONNAIRE - OUT OF SENTENCING DISTRICT	10
INCIDENT REPORT (CCC'S)	11
INMATE RIGHTS AT CENTER DISCIPLINE COMMITTEE HEARING	11
NOTICE OF CENTER DISCIPLINE COMMITTEE HEARING (CCC'S)	11
PASS REQUEST AND APPROVAL	10
QUESTIONNAIRE - SENTENCING DISTRICT	10
URINE SAMPLING PROGRAM (CCC'S)	10
WAIVER OF CCC DRUG TREATMENT REQUIREMENT	10
WAIVER OF APPEARANCE (CCC'S)	11

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 in becoming law-abiding citizens.

1. OBJECTIVE. The objective is to establish a Comprehensive Sanctions Center (CSC) that provides comprehensive community-based services for offenders, i.e., 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 CSC for federal offenders. The contractor shall ensure that the CSC 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 and appropriately secure, that 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) can approve a federal offender's placement at a CSC.

4. CONTRACTOR'S RESPONSIBILITY. The contractor shall 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 "culture" – 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 culture.

- Sound Correctional Management – The BOP maintains effective security and control of its offenders in CSC 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 re-entry 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 CSC contract employees to exchange information on areas of mutual concern. CSCs 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, which promotes a physically and emotionally sound environment for both staff and offenders.

One of the most important things a contract employee can do – for offenders and for society – is to motivate offenders to take advantage of self-improvement opportunities while confined. Contract employees also have an important responsibility to provide a model of mainstream values and standards to offenders in their daily lives and their work in the community. These elements – helping and motivating – call for a caring attitude toward offenders, one that sensibly meshes with the BOP's responsibility to protect society with the joint role the BOP has with the community and offender during the rehabilitation process.

Contract employees need to be firm but fair, humane but careful, in their interactions with offenders. It is possible to maintain security without compromising humane offender care.

Corrections is an important part of the rehabilitative process - offering the programs and services that can help offenders when they return to the community. Offenders should be provided information on these programs, presented in a way that encourages and motivates them to participate.

The CSC has an obligation to provide offenders with an opportunity to acquire the "tools" for self-improvement and law-abiding behavior upon release. Offenders must participate in maintaining 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 CSC programs.

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.

6. CONTRACT PERFORMANCE. All services and programs shall 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 shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the BOP shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to BOP policy, Department of Justice (DOJ) regulation, Congressional mandate, Federal law or E.O.

Should the BOP invoke such changes, the contractor retains rights and remedies to equitable adjustment under the terms and conditions of the contract.

BOP reserves the right to enter into negotiations with the contractor to change the conditions or procedures in this SOW and contract.

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 shall comply and cooperate with the BOP on all investigations, monitoring visits, inspections and inquiries.

The contractor shall 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 shall immediately report to the CCM any person or agency requesting to use an offender in any investigation.

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

Should electronic media, e.g., the Internet, be used by the contractor, the contractor shall manage the information in accordance with Federal law, regulations and policies of the U.S. Department of Justice and BOP. Offenders shall not have direct access to the Internet in the facility.

The BOP Internet web page (WWW.BOP.GOV) is available to the contractor as a resource for information.

7. SCOPE OF WORK. The contractor shall 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 has affirmative responsibility to ensure proper management and oversight of their program. Absentee ownership shall not mitigate program integrity, responsiveness or responsibility.

The contractor shall 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 shall 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 shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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.

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

The contractor shall develop operational policies and procedures that follow the requirements contained in this SOW and to generally accepted correctional practice as defined by the COTR.

Except as otherwise provided for in this SOW, all federal offenders shall receive the same treatment and services.

CHAPTER 1 - Administration and Organization

The contractor shall maintain a current written operations manual that is available to all staff. It shall describe the purpose, philosophy, programs, services, policies and procedures of the facility, and be updated on an as-needed basis. The operations manual shall address each chapter of the SOW. Staff shall have a general understanding of the operations manual. The operations manual shall contain all certifying tests, zoning and "permit to use" documents for the facility. The contractor must operate in accordance with the manual. The operations manual shall not circumvent the SOW requirements. The operations manual is a separate manual from the technical proposal. Staff shall at least annually review the operations manual which the contractor shall document. The operations manual shall be available for review by the BOP during inspections of the facility.

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

The contractor shall develop a written mission statement, long-range goals, and objectives, which shall 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 shall 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 shall advise the CCM in writing of their intent to seek ACA accreditation.

2. PERFORMANCE. The contractor shall maintain a current contingency plan to ensure continuity of service should unforseen circumstances occur, such as employee work actions or strikes. The plan must be available for the BOP upon inspection.

The contractor shall provide at least 75 percent of the contract requirements by using employees compensated directly by the contractor. This means the contractor cannot subcontract more than 25 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 shall submit all proposed subcontracts to the BOP for approval when the contractor intends to seek the services of a subcontractor, e.g., food service or facility maintenance.

The contractor shall under no circumstances allow an offender to be in a position of control or authority over another offender, contract or subcontractor employee.

The contractor shall not use or allow offenders to be used for medical, pharmaceutical, or cosmetic experiments.

3. INFORMATION. The contractor shall 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. The contractor shall seek the CCM's approval before releasing BOP records in response to a request for information. All documents produced as a result of this contract shall become the property of the BOP.

The contractor shall have written policy and procedures for staff managing information.

a. Government Contacts. The contractor shall post and display in a conspicuous location a listing of the names, addresses, and telephone numbers of the responsible Community Corrections Regional Administrator (CCRA), Management Center Administrator (MCA), CCM, Regional Director, and Chief USPO.

b. Congress. The contractor shall 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 shall 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, or 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.

The contractor shall coordinate all public information issues with the CCM and clear, in advance, all press statements and releases.

The contractor shall 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 shall 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 shall maintain documentation showing their standing as a legal entity, or part of a legal entity, and shall maintain documentation indicating legal measures have been taken to provide continuity of service in case of incapacitation, retirement, or death of the contractor.

The contractor shall maintain documentation of their tax exempt status, if applicable.

The contractor shall have valid liability and property insurance for the facility and equipment, with documentation available for review.

e. Meetings. The facility director shall conduct staff meetings at least monthly to foster communication, establish policy, discuss problems, ensure compliance with SOW requirements, and accomplish program objectives. The contractor shall distribute new or revised policy and procedure to staff, volunteers, and if appropriate, offenders. The contractor shall document these meetings by providing a written summary of the minutes. This documentation shall be available to the BOP upon inspection.

f. Equipment. The contractor shall have a working fax machine and telephone for staff use only.

g. Translation. The contractor shall 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 contractor shall have written policy and procedures for a public information program which offers ongoing, positive communication between the facility and the local community, elected officials, law enforcement and citizens.

5. QUALITY CONTROL. The contractor shall develop a quality control plan, i.e., an internal system for monitoring programs through inspections or reviews conducted by the facility director or other staff. The contractor shall conduct at least one formal annual review of the facility's operation. The contractor shall report to the CCM in writing the results of the review to include any written finding(s) and action plans to correct the finding(s).

The contractor shall conduct a system of regular quality control as indicated in the contractor's quality control plan. The contractor shall make the plan and its outcomes available to the BOP upon any inspection. The contractor shall treat quality control as an ongoing process. Outcomes, quality and value can be enhanced by systematically designing, measuring, assessing, and improving the CSC's functions and processes, such as

management of information, intake and release procedures, financial obligation collections, accountability, documentation requirements, and appropriate notifications to the CCM.

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

CHAPTER 2 - Personnel

1. STAFF COVERAGE. The contractor shall have trained, paid staff, dressed and awake, on the premises to provide 24 hour coverage, seven days a week that provides for safe and secure supervision of all federal offenders, and that provides for the orderly running of the CSC.

The contractor shall staff at least one 7-day post, 24 hours a day, to supervise federal offenders. The contractor shall also provide key personnel in accordance with the number of offenders residing in a facility (see Key Personnel).

Housing configurations, e.g., several buildings, require the contractor to determine the number of staff needed to safely and securely supervise the federal offenders. A staff/offender ratio shall be submitted in the technical proposal based upon the layout of the proposed facility and the estimated number of federal offenders in the Request for Proposal (RFP).

The contractor shall maintain the staff/offender ratio (i.e., number and type of staff, specified in the contract, proportionate to the offender population) throughout the performance of the contract unless otherwise indicated by the CCM.

a. Staffing Pattern. The contractor shall concentrate staff when most offenders are available for program activities, normally during the evening hours.

The contractor shall submit, in the technical proposal, a sample of a weekly work schedule by position clearly defining the duty-hours of each position. The sample schedule shall indicate which positions are full-time and which are part-time. In addition, the work schedule will identify if the positions are devoted to federal offender supervision and/or program activities. The intent is to ensure that the contractor adequately staffs for both program activities and offender supervision.

NOTE: If the contractor's facility also houses non-federal offenders, the contractor shall specify what percentage of each position's time will be devoted to the federal contract.

b. Staff/Offender Ratio. The contractor is always responsible the appropriate supervision of federal offenders and the orderly running of the CSC. The staff/offender ratio established in the contract contributes to the contractor's ability to safely and securely operate the CSC. The contractor shall notify the CCM of any unforseen circumstance which may affect the safety, security or orderly running of the CSC. Accordingly, the CCM may determine that an adjustment to the staff/offender ratio is

warranted. The contractor shall comply with any change(s) to the ratio as directed by the CCM.

1) 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:

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

b) 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 supervisor of federal offender.

c. Key Personnel. All key personnel are full-time employees. They work on-site at the facility. Key personnel at major use contracts (31 offenders or more) shall devote 100 percent of their working time to the federal contract. The intent is to ensure that key personnel work exclusively with federal offenders when the contractor also provides services to other offenders such as local or state offenders. The contractor shall identify to the CCM key personnel employed at the facility.

1) Full-time employment is 40 hours per week on-site.

2) The contractor shall staff at least four key personnel positions. They are the facility director, case manager, employment placement specialist (EPS), and counselor or an equivalent position. The EPS is required only at major use facilities.

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

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

d. Training. The contractor shall develop an employee training program in addition to any BOP provided training.

1. Contractor Training.

a) Annual. The contractor shall provide staff with at least 20 hours of annual refresher training relating to the operation of the CSC. The contractor shall document the training

topics, date, time and participants. The training shall at least cover the following:

- Discipline procedures for offenders
- 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 and
- Basic first aid.

b) Orientation. The contractor shall provide an orientation for all new employees during their first week of employment. Topics must include at least, a discussion of sexual abuse/assault prevention and intervention and Employee "Standards of Conduct." The contractor shall document the employees' participation, certifying date, time and completion in their personnel file.

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

2. ORGANIZATIONAL CHART. The contractor shall maintain a narrative description and diagramed organizational chart outlining the structure of authority, responsibility, and accountability of both the facility and company. The intent is to gain an understanding of the "chain-of-command" between the governing board, chairperson of the board, chief executive officer, president, authorized negotiator, facility director to include key personnel, and other staff who will be directly supervising the federal offenders.

The contractor shall be responsible to the Government for acts and omissions of employees, and of subcontractors and their employees.

Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens shall not be employed by the contractor. The contractor shall ensure this

provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

3. PERSONNEL RECORDS. The contractor shall maintain a complete, confidential, and current personnel file for each employee. The contractor shall maintain this file on-site at the facility and make it available to the BOP upon request.

The contractor shall have a written personnel manual that describes policies and procedures covering at a minimum the following areas:

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

Note: The contractor shall develop a retention program designed to minimize employee turnover.

The personnel manual is a separate manual from the operations manual.

a. Affirmative Action. The contractor shall have a written policy specifying that equal employment opportunities exist for all positions. Full consideration shall 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 shall 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 shall not prevent women from working in male offender programs or men from working in female offender programs.

b. Employee Evaluation. The contractor shall 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.

c. Newly Hired Employees. The contractor shall have written policy providing for a probationary term followed by permanent status for new or newly promoted employees.

d. Job Descriptions. The contractor shall establish job descriptions for all staff positions performing services under this contract. Each job description shall accurately describe duties for the position and include, at a minimum a job title, the minimum education and experience qualifications required, and specific duties and responsibilities.

The minimum education and experience qualifications for the position of facility director (facility manager, CSC supervisor, center director and all other similar titles) shall be four years of academic studies in a social or behavioral science program from an accredited college or university. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. In addition to the academic requirement, one year of supervisory experience is required. A four year degree with supervisory experience in the corrections field is preferred.

e. Social Security Card. The contractor shall 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.

4. BACKGROUND INFORMATION. Contract employees must be approved by the CCM before they may work with federal offenders.

The contractor shall submit a person's name and relevant information to the CCM for a fingerprint and background check only after the contractor has determined that this person is appropriate for employment and that this person will work with federal offenders.

The contractor shall secure from a person (i.e., a person who the contractor employs or intends to employ and who will be working with federal offenders) a signed consent form using Attachment A, AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION. The contractor shall then submit to the CCM the relevant information, including the signed consent form. This begins the fingerprint and background checks. The contractor shall not submit any person which the contractor does not employ or intend to employ.

The contractor shall require this person to provide complete details of any conviction record or current charges for any violation of law. The information will be used to determine the person's fitness for working with federal offenders.

The information shall include full name, date of birth, state of birth, sex, race, social security number, and previous cities and state(s) of residence. The contractor shall 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 ensure that all contract employees are effectively and efficiently screened to ensure their acceptability to work with federal offenders.

This person shall 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 final approval or disapproval by the CCM will follow the CCM's receipt of the fingerprint and/or other background checks. The contractor shall understand that the granting of final approval shall not occur until after the CCM receives a response(s) from the fingerprint or other background checks and these checks prove to be appropriate.

This action shall in no way 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 CCM will ordinarily approve a person to work with federal offenders in accordance with guidelines established in the most recent version of the BOP program statement entitled Contract Staff Integrity for Privately Operated Community Corrections Residential Facilities.

The contractor shall verify training and experience of all staff. This includes credentials for all professional staff. The contractor shall document the verification in the personnel file and make it available to the CCM during inspections.

The contractor shall voucher potential employees through reference and employment checks. The contractor shall document information regarding reference and employment checks in the employee's personnel file.

5. STANDARDS OF CONDUCT. The contractor shall develop written policy, procedures and practice, subsequently referred to as the Standards of Conduct, on employee conduct, ethics and responsibility. The contractor shall notify employees of the Standards of Conduct and document this notification in their personnel files.

The contractor shall require all employees to sign an acknowledgment that they have received and understand the Standards of Conduct and shall cooperate fully by providing all pertinent information which they may have with any investigative authority. Full cooperation means and requires truthfully

responding to all questions and providing a signed affidavit, if requested.

The contractor shall also document this acknowledgment in each employee's personnel file.

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

a. At a minimum, the contractor shall include in the "Standards of Conduct" the following:

•Employees shall conduct themselves professionally and in a manner that creates and maintains respect for the CSC, BOP, the Department of Justice, and the U.S. Government.

•Employees shall avoid any action that might result in, or create the appearance of, adversely affecting the confidence of the public in the integrity of the U.S. Government.

•Employees shall uphold the ethical rules governing their professions, including complying with applicable licensing authority rules, unless they conflict with federal law.

•Employees shall not use or possess illegal drugs or narcotics. They shall not abuse any drugs or narcotics. Use of alcoholic beverages or being under the influence of alcohol while on duty, present in the facility, or immediately before reporting for duty is prohibited. An employee while on duty or in the facility is considered to be under the influence of alcohol if their blood alcohol content level is 0.02 percent or greater.

•Employees shall not allow themselves to show 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.

•Employees shall not engage in, or allow another person to engage in, sexual behavior with an offender. Regardless of whether force is used or threatened, there can be no consensual sex between employees and offenders.

•Employees shall not offer or give to an offender or a former offender or any member of his or her 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 employee's duties. Employees shall not accept 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. This prohibition includes becoming involved with families or associates of any offender.

•Employees shall not show favoritism or give preferential treatment to one offender, or a group of offenders, over another.

•Employees shall not use profane, obscene, or otherwise abusive language when communicating with offenders, fellow employees, or others. Employees shall conduct themselves in a manner that is not demeaning to offenders or fellow employees.

•Employees shall remain fully alert and attentive during duty hours.

•Employees shall not have 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 CSC program and a part of the employee's job description.

•Employees shall not engage in any conduct that is criminal in nature or which would bring discredit upon the CSC, BOP, Department of Justice or U.S. Government. Employees' conduct must be above reproach. It is expected that employees shall obey, not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the facility director. The facility director shall immediately report the incident to the CCM. Traffic violations resulting in fines less than $150 shall be exempt from this reporting requirement.

•Employees shall not use brutality, physical violence, or intimidation toward offenders, or use any unauthorized or inappropriate force.

•Employees shall not have an inappropriate contact or relationship with their supervisor or subordinate.

•Employees shall not possess lethal weapons or weapons which may inflict personal injury in the facility or while on duty.

•Employees suspected of any "Standard of Conduct" violation are subject to the least restrictive action(s) which will protect the safety, security and orderly running of the facility.

b. The contractor shall not conduct an investigation of any misconduct allegation without the BOP's approval. This includes questioning the subject of a misconduct allegation. The contractor shall advise all employees that they are subject to Government investigation if an allegation is made concerning any interest of the Government.

c. The contractor shall report any allegation, violation or attempted violation of the "Standards of Conduct" immediately by telephone. The contractor shall subsequently report in writing to the CCM, within one calendar day after becoming aware of the incident. The contractor shall not restrict any employee or offender from reporting misconduct directly to the BOP. Moreover, the contractor shall not retaliate against any employee or offender who reports misconduct.

Following the investigation and if allegations are sustained, the contractor shall indicate, in writing, to the BOP their plan of action indicating the disposition of the employee. The BOP has the right to determine if the employee may continue to work with federal offenders.

Failure to report a violation or take appropriate action against an employee may subject the contractor to appropriate action, up to and including termination of the contract.

d. The contractor shall not employ any individual who is under 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 BOP reserves the right of approval in such cases. Consideration will be given to such factors as criminal history, time elapsed since conviction(s), and subsequent adjustment in the community.

e. The contractor shall have a written policy to prevent conflicts of interest that specifically states that no 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. Safety of offenders and staff is the highest priority. Contract employees may justify the use of physical force in the following situations: when there is eminent danger to their safety or life; when there is eminent danger to the safety or life of another person; to prevent an offender from self-inflicted harm; or to prevent the loss or damage of property.