

Contract County Jail Program.....	1
I. Contract Process Overview .....	1
A. Contract Approval.....	1
B. Assignment of Host Facility .....	2
II. Responsibilities (2-CO-1B-10).....	2
A. Monitoring and Audits.....	2
B. Contractor Duties.....	4
C. Host Facility Duties.....	7
III. Selection of Inmates.....	8
IV. County/City Jail Monthly Billing.....	8
V. References .....	8
VI. Action .....	9
Attachments .....	10

<b>Section-09 Programs</b>	<b>OP-090109</b>	<b>Page: 1</b>	<b>Effective Date: 10/24/2016</b>
<b>Contract County Jail Program</b>	<b>ACA Standards: 2-CO-1B-10</b>		
<b>Joe M. Allbaugh, Director</b> <b>Oklahoma Department of Corrections</b>		<b>Signature on File</b>	

## Contract County Jail Program

As authorized by the Inter-Local Cooperation Act, 74 O.S. § 1001 et seq. and/or 57 O.S. § 215 et seq., inmates under the custody of the Department of Corrections (ODOC) may be assigned for housing in county and city jails pursuant to a contract.

For the purpose of this procedure, the term “inmate” will apply to anyone under the custody or care of a prison or a community-based facility operated by or contracted with the Oklahoma Department of Corrections (ODOC). The term “contractor” will apply to the sheriff or jail administrator that oversees jail operations.

### I. Contract Process Overview

#### A. Contract Approval

Any governmental agency desiring to participate in the Contract County Jail Program or the residential Prisons Public Works Program (PPW) will be required to enter into a contractual agreement with the Oklahoma Department of Corrections. The “Guidelines for Initiation of New Jail Contracts” ([Attachment A](#), attached) provides specific instructions for initiating new jail contracts.

1. Upon notification to the division manager of West Institutions of a city/county’s interest to enter into a contract, a contract monitor, the host facility jail coordinator and others as designated by the appropriate division manager, will conduct a tour and inspection of the jail to determine suitability for housing agency inmates.
2. Jail facilities in compliance with standards established by the state Fire Marshal, Oklahoma Health Department, jail inspection standards and ODOC contract inspections are eligible for consideration.

- a. Jails that are over-crowded with a history of invoking 57 O.S. § 37, will not be considered for a contract until adequate contract capacity is available.
  - b. Contract award is determined by the division manager of West Institutions, in consultation with the associate director of Field Operations.
3. When the jail facility is determined to meet agency standards, the division manager of West Institutions will schedule an orientation training program on pertinent agency policies, procedures and contract requirements. Representatives of the jail facility must attend the training program prior to the implementation of the contract.
  4. Residential Prisoner Public Works contracts are subject to the requirements as specified in [OP-090106](#) entitled "Prisoner Public Work Contract and Assignment of Offenders to Public Works Programs" and in the housing contract.
  5. The associate director of Field Operations will approve contracts that involve residential placement of ODOC inmates with governmental agencies. The General Counsel or designee will review said contracts for legal sufficiency. This does not include facility/district restrictive housing agreements with local jurisdictions.

B. Assignment of Host Facility

The division manager of West Institutions will assign an ODOC facility to serve as a host facility for the county or city jail contract facility. When possible, the host facility should be the same security level as the contract inmates. The division manager, West Institutions, will provide notification to the host facility and appropriate division manager within ten days of the decision.

II. Responsibilities (2-CO-1B-10)

A. Monitoring and Audits

The warden of the host facility is to ensure contract compliance. The host facility will designate a jail coordinator (typically the assigned case manager) to work with the medical and mental health and other staff assigned to provide and oversee services at the jail(s) assigned to the facility.

1. The designated jail coordinator will review copies of any outside agency inspection reports, such as those conducted by the health department jail inspector and fire marshal, accompanied by the corrective action report issued by the contractor within ten calendar days of the completion of corrective action. Copies will be provided to the affected division manager and the host facility warden.

2. The jail coordinator will conduct a quarterly inspection of contract jails to evaluate conditions and contract compliance by completion of the "Oklahoma Department of Corrections Quarterly Jail Inspection" ([Attachment B](#), attached). A report of findings will be provided to the contractor, the division manager of West Institutions, affected division manager (if not in the West Division), and host facility head. The contractor will respond to each of the noted deficiencies and supply the report to the host facility head for review and approval. When the facility head approves the corrective actions, they will be forwarded to the division manager of West Institutions so that a letter accepting the corrective actions can be issued to the contractor. A copy of the letter accepting the plans of corrective actions will be copied to the host facility head.
3. The host facility jail coordinator and staff from the division of West Institutions will conduct an annual inspection of contract jails to evaluate conditions and contract compliance utilizing the "Division of West Institutions Annual Jail Audit" form ([Attachment C](#), attached). The host facility will ensure additional staff representation at the annual audit. A report of findings will be provided to the contractor affected division manager and the host facility head. The contractor will respond to each of the noted deficiencies and supply the report to the host facility for review and approval. When the host facility head approves the corrective actions they will be forwarded to the division manager of West Institutions so that a letter accepting the corrective actions can be issued to the contractor. A copy of the letter accepting the corrective actions will be copied to the host facility head.
4. The corrective action report is due to the host facility jail coordinator within ten days of receipt of the inspection report.
5. The host facility jail coordinator will also be responsible for the following:
  - a. Establishing a working rapport with the contractor and other city/county officials;
  - b. Interviewing inmates to determine conditions of confinement, issues related to medical/mental health care, or other areas of concern;
  - c. Monitoring contract for compliance. If the contract violations are noted and not resolved, the host facility head will notify the division manager of West Institutions and provide supporting documentation. The division manager of West Institutions will request corrective action from the contractor;
  - d. Assisting the contractor in those areas that are deficient, such as:

- (1) Dietary menus;
  - (2) Post orders; and
  - (3) Log books, etc.;
- e. Assisting the contractor with resolutions for areas of concern;
  - f. Making recommendations to the agency concerning contract extension;
  - g. Establishing a working relationship with the Oklahoma State Department of Health-Jail Division, representative and the regular review health department inspections and corrective actions;
  - h. Ensuring statutory and applicable state and federal court order requirements are met and maintained; and
  - i. Ensuring a semi-annual ODOC Safety Administration Unit inspection is scheduled at each contract jail. The Safety Administration Unit will submit the results of the inspection to the division manager of West Institutions and appropriate division manager (if not in the West Division) and the host facility head. The host facility jail coordinator will coordinate with the contractor to provide corrective action. Once plans of corrective actions are accepted, the host facility head will forward copies to the division manager of West Institutions.

**B. Contractor Duties**

The contractor will provide the services required by the contract and will maintain and manage the facility in compliance with: 57 O.S. § 4; 57 O.S. § 47; 57 O.S. § 53; 74 O.S. § 192; applicable court orders, Oklahoma State Department of Health standards for county jails, and the Office of the State Fire Marshal standards. If a difference exists between the above standards and/or laws, the higher standard will be followed.

1. The contractor will appropriately confine the inmates assigned by the agency, provide reasonable and humane care and treatment, exercise, mail service, visiting, laundry services, any available programs, supervision and maintain security, discipline and control consistent with constitutional standards.
2. The contractor will provide opportunities for recreation and may provide work opportunities consistent with the security level and the housing contract.
3. The contractor will not provide special privileges to the inmates and will ensure sentences of the committing court are faithfully executed.

4. At a minimum, the food service operation will provide a meal schedule which is followed, providing diets meeting basic nutritional, religious and medical requirements consistent with agency policy. This is to include three meals, two of which must be hot, served at regular times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast.
  - a. The contractor's dietary plan will be reviewed and approved at least annually by a licensed, certified dietician.
  - b. A copy of the approved menu will be provided to the host facility jail coordinator on an annual basis and when changes are made.
5. All medical/dental/mental health appointments will be scheduled at the host facility. The contractor will provide transportation to and from medical/dental/mental health appointments and will provide emergency medical/dental/mental health care as required for all inmates in the contractor's custody and care. All emergency medical/dental/mental health care will be reported within 24 hours to the division manager of West institutions or designee and the host facility medical unit. If inmates are admitted to the hospital the contractor is responsible for providing security during the admission.
6. The contractor will provide reasonable access to religious services for the inmates.
7. The contractor will provide inmates with a means to pursue grievances in accordance with the procedures of the contractor and [OP-090124](#) entitled "Offender Grievance Process."
8. The contractor will impose discipline using rules and procedures in accordance with [OP-060125](#) entitled "Offender Disciplinary Procedures."
9. The contractor has the right to reject any inmate based on, but not limited to, past history of inmate, medical/mental health issues, or disruptive behavior of inmate.
10. The contractor will comply with use of force standards and the reporting of incidents as outlined in [OP-050108](#) entitled "Use of Force Standards and Reportable Incidents."
  - a. The contractor will ensure all reportable incidents are reported to the affected division manager and the host facility.
  - b. The contractor will provide needed documentation to the host facility that will enable the host facility to compile any required comprehensive reports when applicable.

11. The contractor will notify the assigned jail coordinator and host facility duty officer of all escapes, escape attempts, and serious incidents in writing, including all written reports and investigations, according to agency policy and procedure. In the event of an escape from the contracted facility, the contractor will use all reasonable means to recapture the inmate at the contractor's expense.
12. Conditions of Confinement
  - a. Inmates will be provided the opportunity to shower and shave at least three times per week.
  - b. Inmates will be allowed to have visitors in accordance with [OP-030118](#) entitled "Visitation" unless there is substantial reason for withholding visiting privileges.
  - c. Inmates are to be protected from personal abuse, corporal punishment, personal injury, property damage, and harassment.
  - d. Inmates are provided three clean sets of under and outer clothing each week.
  - e. At a minimum, inmates are provided with a sleeping surface and mattress at least 12" off of the floor, a pillow, sheets, pillowcase, blanket, and towels. Laundering services are provided weekly.
  - f. Clothing and linen is cleaned and disinfected before it is issued to another inmate.
  - g. When identified by the host facility, indigent inmates will be issued on a weekly basis, those items necessary for maintaining proper hygiene to include: deodorant, comb, soap, toothpaste, and toothbrush as well as four sheets of writing paper, two envelopes and two postage stamps at the contractor's expense. Hygiene items are to be provided, by the contractor, to inmates for their personal use through the commissary or through indigent procedures as specified in [OP-030120](#) entitled "Inmate Property."
  - h. Inmates are to have access to telephones in accordance with [OP-030119](#) entitled "Offender Telephone Privileges."
  - i. Inmates are provided at least one hour of exercise outside their cell seven days per week (outdoor recreation or inside recreation during inclement weather).
  - j. Medications will only be retained by inmates who require

inhalants for asthma or nitroglycerin for cardiac conditions. Other medications will be provided as medically indicated.

- k. Inmates may not be used as a trustee or allowed to work outside their housing unit without the approval of the ODOC host facility head.
  - (1) Direct supervision of all participating inmates is required; direct supervision is defined as within sight of staff.
  - (2) No medium security inmate will work outside the confines of the jail.

C. Host Facility Duties

- 1. The host facility will ensure classification and case management services are available to the assigned inmates.
- 2. The assigned ODOC case manager will visit the jail site at least twice each month to provide information and services to the inmates. Requests for time sensitive items such as grievance or misconduct appeal forms will be delivered within seven calendar days of the case manager's receipt of request to allow the inmate sufficient time to affect his grievance/appeal in accordance with agency procedures.
- 3. The host facility is responsible for inmate sentence administration and records functions.
- 4. The host facility head will ensure the completion of duties to include:
  - a. Assist the contractor in security emergency situations as specified in [OP-050108](#) entitled "Use of Force Standards and Reportable Incidents" and in Section II. B. item 10. of this procedure. Non-contract county jails requesting assistance will require completion of an interlocal agreement prior to provision of ODOC assistance;
  - b. Arrange for routine and emergency inmate transfers;
  - c. Investigate and provide a response to inmate grievances, confer with the contractor and assigned jail coordinator on issues;
  - d. Maintain inmate banking system transactions; and
  - e. Conduct disciplinary hearings and provide responses to misconduct appeals as specified in [OP-060125](#) entitled "Offender Disciplinary Procedures."

5. Inmates housed in contract jails will be reviewed after six months' placement to determine whether the assignment will continue or if the inmate will be transferred to a new assignment. Transfers of inmates will be in accordance with [OP-060204](#) entitled "Offender Transfers." Normally, no inmate will remain in the county jail program longer than one year.
6. The host facility is responsible for routine and emergency inmate medical/dental/mental health cost unless the contract states otherwise.

#### D. Division of West Institutions Duties

1. Designate a contract monitor to serve as liaison/contact person between the host facility and contractor.
2. Prepare contract and contract renewals as directed by the associate director of Field Operations.
3. Ensure that audits are scheduled and conducted annually as required by this procedure.
4. Review plans of corrective action, prepare and issue notice to cure, assess liquidated damages as required and any other correspondence needed to enforce or modify the contract.

### III. Selection of Inmates

Selection and assignment of inmates to county or city jails will be determined by the Population Office in accordance with [OP-060103 \(M\) \(F\)](#) entitled "Custody Assessment Procedures," [Attachment A](#) of [OP-060204](#) entitled "Offender Transfers" and the security level designated in the contract specific to the location. Inmates assigned to a contractor will be on the count of the designated host facility.

Neither the housing contract nor this procedure will be construed to create rights of any kind for inmates.

### IV. County/City Jail Monthly Billing

The contractor will submit their bill in arrears to the host facility indicating the number of nights each inmate spent in the jail.

- A. ODOC will pay for the first day but not the last day of an inmate's stay in a contract program.
- B. The host facility will review/correct and approve the monthly billing for submission to the affected division manager prior to payment.

### V. References

OP-030118 entitled "Visitation"

OP-030119 entitled "Offender Telephone Privileges"

OP-030120 entitled "Inmate Property"

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

OP-060103 (Male) (Female) entitled "Custody Assessment Procedures"

OP-060125 entitled "Offender Disciplinary Procedures"

OP-060204 entitled "Offender Transfers"

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

OP-090124 entitled "Offender Grievance Process"

57 O.S. § 37

57 O.S. § 4, 47, 53

57 O.S. § 215

74 O.S. § 192

74 O.S. § 1001et seq

#### VI. Action

The division manager of West Institutions is responsible for compliance with this procedure.

The associate director of Field Operations is responsible for the annual review and revisions.

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

This procedure is effective as indicated.

Replaced: Operations Memorandum No. OP-090109 entitled "Contract County Jail Program" dated June 19, 2014

Deleted: OP-090109 Revision-01 dated July 8, 2014

Distribution: Policy and Operations Manual  
Agency Website

<u>Attachments</u>	<u>Title</u>	<u>Location</u>
<a href="#">Attachment A</a>	"Offender Transfers"	<a href="#">OP-060204</a>
<a href="#">Attachment A</a>	"Guidelines for Initiation of New Jail Contracts"	Attached
<a href="#">Attachment A-1</a>	"Jail Initial Contact Information Sheet"	Attached
<a href="#">Attachment A-2</a>	"Guide for Informal Meeting and Tour of Jail"	Attached
<a href="#">Attachment A-3</a>	"Initial Tour of Jails Requesting DOC Contract"	Attached
<a href="#">Attachment B</a>	"Oklahoma Department of Corrections Quarterly Jail Inspection"	Attached
<a href="#">Attachment C</a>	"Division of West Institutions Annual Jail Audit"	Attached