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Contract County Jail Program	ACA Standards: 2-CO-1B-10		
Joe M. Allbaugh, Director Oklahoma Department of Corrections		Signature on File	

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 Oklahoma Department of Corrections (ODOC) may be assigned for housing in county and city jails pursuant to a contract.

I. Contract Process Overview

A. Contract Approval

Any governmental agency willing 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 regional director, Region III, of the agency’s need for additional jail beds the Region III director will make a recommendation for the additional beds to the agency director based on the following considerations:
 - a. Jail facilities’ compliance with standards established by the state Fire Marshal, Oklahoma Health Department, jail inspection standards and any past ODOC contract inspections/history.
 - b. The Jail’s history of invoking 57 O.S. § 37.
 - c. The condition of the jail’s physical plant including sanitation, available capacity and program space, etc.

- d. The jail's proximity to a host facility.
 - e. Staffing levels at the jail to include such things as transportation capabilities.
2. A contract will be developed by the director of Region III and reviewed by the general counsel for legal sufficiency prior to being signed by the representing parties.
 3. When the jail facility is determined to meet agency standards, the director of Region III 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.

B. Assignment of Host Facility

The director of Region III will co-ordinate with director of health services and other regional directors on the assignment of an ODOC facility to serve as a host facility. When possible, the host facility should be the same security level as the contract inmates.

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 regional director 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 regional director, Region III, affected regional director (if not in the region III), 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 regional director, Region III 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 region III will conduct an annual inspection of contract jails to evaluate conditions and contract compliance utilizing the "Region III 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 regional director, and the host facility head. The contractor will respond to each of the noted deficiencies and supply the corrective action report to the host facility for review and approval. When the host facility head approves the corrective actions they will be forwarded to the regional director, Region III 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 contract violations are noted and not resolved, the host facility head will notify the regional director, Region III and provide supporting documentation. The regional director, Region III 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 Environmental Health and Safety Unit inspection is scheduled at each contract jail. The Environmental health and Safety Unit will submit the results of the inspection to the regional director, Region III and appropriate regional director (if not in Region III) 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 regional director, Region III.

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.

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 "Inmate/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 "Inmate 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 costs unless the contract states otherwise.

D. Region III Duties

1. Prepare contract and contract renewals as directed by the chief of Operations.
2. Ensure that audits are scheduled and conducted annually as required by this procedure.
3. 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 "Inmate 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 "Inmate 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 "Inmate/Offender Disciplinary Procedures"

OP-060204 entitled "Inmate Transfers"

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

OP-090124 entitled "Inmate/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 regional director, Region III is responsible for compliance with this procedure.

The chief of Operations is responsible for the annual review and revisions.

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

This procedure is effective as indicated.

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Replaced: Operations Memorandum No. OP-090109 entitled "Contract County Jail Program" dated October 24, 2016

Distribution: Policy and Operations Manual
Agency Website

<u>Attachments</u>	<u>Title</u>	<u>Location</u>
Attachment A	"Inmate Transfers"	OP-060204
Attachment A	"Guidelines for Initiation of New Jail Contracts"	Attached
Attachment A-1	"Jail Initial Contact Information Sheet"	Attached
Attachment A-2	"Guide for Informal Meeting and Tour of Jail"	Attached
Attachment A-3	"Initial Tour of Jails Requesting ODOC Contract"	Attached
Attachment B	"Oklahoma Department of Corrections Quarterly Jail Inspection"	Attached
Attachment C	"Region III Annual Jail Audit"	Attached