



### Tooele County Council Agenda Item Summary

Department Making Request:

Sheriff

Meeting Date:

*6-21*

*Contract*

Mark Options That Apply:

Grant  
*1 time*

Contract  
*1 yr. or less*

Purchase

Exp date: \_\_\_\_\_

Grant  
*With County Match*

Contract  
*More than 1 yr.*

Exp date: 6-30-2024

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ \_\_\_\_\_

Item Title:

*Please answer the who? what? when? why?*

This is an amendment to our ongoing contract with the Utah Department of Corrections for housing state inmates in our facility. The amendments are primarily clean up amendments further fine tuning the contract. The relationship with UDC continuous to be a good source of revenue and we recommend you sign the amendment presented.

*Perhaps the original contract is # 94-08-12. I couldn't locate another more suitable candidate - Colu W 06/17/2022*

List who needs copies when approved: Sheriff, I will provide a physical copy to UDC



## UTAH DEPARTMENT OF CORRECTIONS

### AMENDMENT # 4 to CONTRACT # 191732

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by, and between, The State of Utah Department of Corrections, referred to as UDC, and Tooele County Sheriff, referred to as CONTRACTOR.

**THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

1. The **contract period** is not changed and remains.
  - **from:** July 1, 2019 (original starting date)
  - **to:** June 30, 2024 (original ending date)
2. **Changes** to the contract are as follows:

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Introduction, reads:

Terms shall be subject to contract review annually, at a minimum. Notifications of compliant and non-compliant deficiencies shall be the same as outlined in Attachment D and shall be made in writing following the process and schedule for such notifications to include the Challenge and Corrective Action Plan.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Introduction, is amended to read:

Terms shall be subject to contract review annually, at a minimum. Notifications of compliance and non-compliance shall be as outlined in Attachment D.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 1. Basic Custodial Management Costs, reads:

COUNTY shall house "state inmates" (as that term is defined by the Utah Code Annotated § 64-13e-102(10)) at COUNTY's jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the "actual state daily incarceration rate" (as that term is defined by Utah Code Annotated § 64-13e-102(2)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY's jail shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY's jail.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 1. Basic Custodial Management Costs, is amended to read:

COUNTY shall house "state inmates" (as that term is defined by the Utah Code Annotated § 64-13e-102(10)) at COUNTY's jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the "actual state daily incarceration rate" (as that term is defined by Utah Code Annotated § 64-13e-102(2)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY's jail shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY's jail.

IPP shall monitor the fiscal year contract housing funding noted above and when budget allows shall reimburse the COUNTY for state inmates temporarily on outcount status. IPP shall notify the COUNTY when budget constraints do not allow the payment of outcount beds.

For purposes of this contract, the term "state inmate" shall include individuals whose legal status with UDC has changed from Parole to Parole Violation. An individual's legal status changes from Parole to Parole Violation when the individual: (1) is subject to a warrant issued by the Board of Pardons and Parole; (2) has been booked into COUNTY for an alleged parole violation; (3) has non-expired charges; and (4) has had his or her legal status changed by UDC in O-TRACK to "Parole Violation." COUNTY is entitled to payment under this contract for this category of state inmate, beginning on the day that the individual's legal status has changed from Parole to Parole Violation.

In addition, Parolees who are housed for a limited number of days in COUNTY for a treatment program ordered by the Board of Pardons and Parole shall be treated as "state inmates" for purposes of this contract and, to the extent not paid for by another agency pursuant to Utah Code Annotated § 64-13e-104, will be paid for by UDC in the same manner outlined above pursuant to UDC's authority under Utah Code Annotated § 64-13e-103.

This contract is subject to the State Payment and Reimbursement to County Correctional Facilities Act (the Act), Utah Code Annotated § 64-13e-101 through 105. The Act governs the calculation and payment of amounts due under this contract. To the extent any provision of this contract conflicts with the Act, the Act controls.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 5. Emergency Notifications, reads:

In the event of an escape of a state inmate from COUNTY's jail, COUNTY shall provide immediate notification upon learning of the escape to Control One at the Utah State Prison. Control One can be reached by calling (801) 576-7001. COUNTY shall also make reasonable efforts to contact the local IPP Captain.

COUNTY shall notify Control One at the Utah State Prison as soon as reasonably possible of any state inmate deaths, emergency medical incidents, or violent incidents involving state inmates. COUNTY shall also notify Control One at the Utah State Prison as soon as reasonably possible of any events involving non-state inmates affecting safety and security of COUNTY's jail.

COUNTY shall have full authority over state inmates in COUNTY's jail in the event of exigent circumstances involving civil or natural disasters, including, but not limited to floods, earthquakes, weather related emergencies, etc. COUNTY shall notify Control One at the Utah State Prison of any such emergency as soon as reasonably possible.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 5. Emergency Notifications, is amended to read:

In the event of an escape of a state inmate from COUNTY's jail, COUNTY shall provide immediate notification upon learning of the escape to Control One at the Utah State Prison. Control One can be reached by calling (801) 576-7001. COUNTY shall also make reasonable efforts to contact the (word local removed) IPP Captain/Lieutenant/Designee.

COUNTY shall notify Control One at the Utah State Prison as soon as reasonably possible of any state inmate deaths, emergency medical incidents, or violent incidents involving state inmates. COUNTY shall also notify Control One at the Utah State Prison as soon as reasonably possible of any events involving non-state inmates affecting safety and security of COUNTY's jail.

COUNTY shall have full authority over state inmates in COUNTY's jail in the event of exigent circumstances involving civil or natural disasters, including, but not limited to floods, earthquakes, weather related emergencies, etc. COUNTY shall notify Control One at the Utah State Prison of any such emergency as soon as reasonably possible.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 6. UDC Access, reads:

UDC representatives shall have access to COUNTY's jail and any state inmates housed therein 24 hours a day, seven (7) days per week, to include both announced and unannounced visits. COUNTY shall allow UDC representatives to review or inspect COUNTY's jail at any time, with or without notice. UDC

inspections may occur any time, but it is understood and agreed by each party that UDC does not thereby become responsible for any failure on the part of COUNTY to maintain appropriate standards, it being the intent of this contract that COUNTY retain full responsibility for meeting such standards. Inspections will assure that standards of care and discipline are carried out in accordance with the terms of this contract and the Utah Correctional Standards, which were developed by UDC in partnership with the Utah Sheriff's Association. Utah Correctional Standards as published on the UDC website.

COUNTY acknowledges IPP assists in inmate management. Space and/or accommodations in order to complete such tasks will be provided to IPP by COUNTY at its facilities.

**ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 6. UDC Access, is amended to read:**

UDC representatives shall have access to COUNTY's jail and any state inmates housed therein 24 hours a day, seven (7) days per week, to include both announced and unannounced visits. COUNTY shall allow UDC representatives to review or inspect COUNTY's jail at any time, with or without notice. UDC inspections may occur any time, but it is understood and agreed by each party that UDC does not thereby become responsible for any failure on the part of COUNTY to maintain appropriate standards, it being the intent of this contract that COUNTY retain full responsibility for meeting such standards. Inspections will assure that standards of care and discipline are carried out in accordance with the terms of this contract and the Utah Correctional Standards, which were developed by UDC in partnership with the Utah Sheriff's Association. **(Removed: Utah Correctional Standards as published on the UDC website.)**

COUNTY acknowledges IPP assists in inmate management. Space and/or accommodations in order to complete such tasks will be provided to IPP by COUNTY at its facilities.

**ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 7. Utah Correctional Standards, reads:**

COUNTY shall comply with the Utah Correctional Standards, which are incorporated herein and published on the UDC website. In the event that COUNTY is notified by UDC of a deficiency of these Standards, COUNTY shall have ten (10) working days from the day COUNTY is notified to submit a Challenge or Corrective Action Plan to the UDC Contract Monitor Deputy Warden. Consequences for non-compliance and a process whereby COUNTY can challenge UDC's determination are set forth in Attachment D Contract Monitor Process.

COUNTY shall be given 30 days notice prior to the effective date of implementation of any revisions or additions to the Utah Correctional Standards.

At UDC's discretion, COUNTY may be required to upload to the Accreditation, Audit and Management Security System (AARMS) documentation to show compliance with individual Utah Correctional Standards. Open records requests received by UDC for jail records uploaded in AARMS will be denied pursuant to the Utah Government Records Access and Management Act, 63 G-2-101, et seq. (GRAMA), and the requestor will be informed the records need to be requested from the COUNTY.

**ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 7. Utah Correctional Standards, is amended to read:**

COUNTY shall comply with the Utah Correctional Standards, which are incorporated herein and published on the UDC website. **(Removed remainder of first paragraph.)**

COUNTY shall be given 30 days' notice prior to the effective date of implementation of any revisions or additions to the Utah Correctional Standards.

At UDC's discretion, COUNTY may be required to upload to the Accreditation, Audit and Management Security System (AARMS) documentation to show compliance with individual Utah Correctional Standards. Open records requests received by UDC for jail records uploaded in AARMS will be denied

pursuant to the Utah Government Records Access and Management Act, 63 G-2-101, et seq. (GRAMA), and the requestor will be informed the records need to be requested from the COUNTY.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 8. Training/Staffing, reads:

Without exception only officers who are certified as correctional officers by Peace Officer Standards and Training (hereinafter "POST") shall provide supervision of state inmates at COUNTY's jail. COUNTY shall provide an adequate number of POST certified correctional officers to provide security for state inmates and to meet the Utah Correctional Standards. Training records shall be accessible to UDC upon request.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 8. Training/Staffing, is amended to read:

Paragraph 8. Staffing, (Removed "Training" in title)

Without exception only officers who are certified as correctional officers by Peace Officer Standards and Training (hereinafter "POST") shall provide supervision of state inmates at COUNTY's jail. COUNTY shall provide an adequate number of POST certified correctional officers to provide security for state inmates. (Removed: "and to meet the Utah Correctional Standards", and the last sentence "Training records shall be accessible to UDC upon request.")

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 9. Emergency Training/Drills, reads:

Upon request, COUNTY shall provide UDC with documentation of any and all emergency training and drills provided to correctional officers at COUNTY's jail.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 9. Emergency Training/Drills, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 10. Fire and Life Safety, reads:

COUNTY shall comply with all local, state, and federal building, fire, and life safety codes, regulations, and standards adopted by the State of Utah.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 10. Fire and Life Safety, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 11. Housing, reads:

COUNTY shall provide state inmates with all the necessary hygiene items, food, bedding, exercise and recreational opportunities, shelter, and security required by the Utah Correctional Standards and applicable State and Federal law.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 11. Housing, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 12. Custodial Management, reads:

COUNTY will safeguard the basic rights of inmates through the utilization of written policies and procedures governing the jail operation and management of inmates that are consistent with the Utah Correctional Standards and applicable State and Federal law. The day-to-day custodial management of state inmates shall be within the discretion of COUNTY's Sheriff, and state inmates shall be subject to COUNTY's operational policies and procedures. These policies shall be reviewed consistent with the Utah Correctional Standards governing periodic review and revision of policies and procedures by COUNTY administration and updated as needed. All jail policies and procedures shall be made available to all of COUNTY's jail employees. COUNTY's current policies and procedures shall be accessible to the UDC Contract Monitor.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 12. Custodial Management, is amended to read:

**Paragraph 9. Custodial Management, (Renumbered)**

The day-to-day custodial management of state inmates shall be within the discretion of COUNTY's Sheriff, and state inmates shall be subject to COUNTY's operational policies and procedures.  
**(Removed sentence one, three, four, and five.)**

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 13. Investigations, is renumbered to Paragraph 10. Investigations, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 14. Selection and Return of Inmates, is renumbered to Paragraph 11. Selection and Return of Inmates, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 15. Inmate Information, is renumbered to Paragraph 12. Inmate Information, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 16. Inmate Classification, is renumbered to Paragraph 13. Inmate Classification, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 17. Inmate Transportation, is renumbered to Paragraph 14. Inmate Transportation, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 18. Holding Cells, is renumbered to Paragraph 15. Holding Cells, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 19. Medical Assistance, reads:

COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with the Utah Correctional Standards and applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. UDC will reimburse COUNTY for UDC approved medical care expenses paid for state inmates, unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing becomes a hardship for COUNTY, COUNTY may make a written request to the UDC Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill UDC in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30<sup>th</sup> of current given fiscal year should be billed to UDC on or before July 15<sup>th</sup> of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request for reimbursement by July 15<sup>th</sup> the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the UDC Medical Director or his or her designee, who can be reached by calling (801) 576-7292. Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from UDC. COUNTY shall notify Control One at the Utah State Prison of any state inmate emergency medical incidents as soon as reasonably possible.

In the event a state inmate is transported for treatment on an emergency basis and/or claiming or exhibiting suicidal tendencies COUNTY shall notify UDC Medical by calling (801) 576-7292 in accordance with the Utah Correctional Standards.

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with Utah Code Annotated § 64-13-30. The billing and collection of state medical co-pay services provided to state

inmates housed at COUNTY's facilities will be maintained and managed by UDC. The COUNTY will not be required to track or collect on state medical co-pay services.

Notwithstanding Paragraph 17, COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C, and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately-owned vehicles on state business. COUNTY may request to be reimbursed for providing security for state inmates being treated at local medical facilities.

**ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 19. Medical Assistance, is amended to read:**

**Paragraph 16. Medical Assistance, (Renumbered)**

COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with **(Removed "the Utah Correctional Standards" language.)** applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. UDC will reimburse COUNTY for UDC approved medical care expenses paid for state inmates unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing becomes a hardship for COUNTY, COUNTY may make a written request to the UDC Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill UDC in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30<sup>th</sup> of current given fiscal year should be billed to UDC on or before July 15<sup>th</sup> of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request for reimbursement by July 15<sup>th</sup> the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the UDC Medical Director or his or her designee, who can be reached by calling (801) 576-7292. Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from UDC. COUNTY shall notify Control One at the Utah State Prison of any state inmate emergency medical incidents as soon as reasonably possible.

In the event a state inmate is transported for treatment on an emergency basis and/or claiming or exhibiting suicidal tendencies COUNTY shall notify UDC Medical by calling (801) 576-7292. **(Removed "in accordance with the Utah Correctional Standards" language.)**

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with Utah Code Annotated § 64-13-30. The billing and collection of state medical co-pay services provided to state inmates housed at COUNTY's facilities will be maintained and managed by UDC. The COUNTY will not be required to track or collect on state medical co-pay services.

Notwithstanding Paragraph 17, COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately-owned vehicles on state business. COUNTY may request to be reimbursed for providing

security for state inmates being treated at local medical facilities.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 20. Inmate Property, reads:

All state inmate property for state inmates arriving at COUNTY's jail shall be inventoried by the sending facility. All state inmate property for state inmates leaving COUNTY's jail shall be inventoried by COUNTY. State inmates transferring to or from COUNTY's jail shall only possess property that is permitted under the UDC/IPP transportation property matrix. UDC transportation officers shall only transport a state inmate's property that complies with the UDC/IPP transportation property matrix. All other property shall be sent out or disposed of by the state inmate while housed at the sending facility.

COUNTY shall establish a list of acceptable items a state inmate may have in his or her possession while housed at the COUNTY jail, which is consistent with the Utah Correctional Standards and applicable State and Federal law. The list shall be included in the jail's policy and procedures. COUNTY should consider anything not on this list as contraband.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 20. Inmate Property, is amended to read:

**Paragraph 17. Inmate Property, (Renumbered)**

All state inmate property for state inmates arriving at COUNTY's jail shall be inventoried by the sending facility. All state inmate property for state inmates leaving COUNTY's jail shall be inventoried by COUNTY. State inmates transferring to or from COUNTY's jail shall only possess property that is permitted under the UDC/IPP transportation property matrix. UDC transportation officers shall only transport a state inmate's property that complies with the UDC/IPP transportation property matrix. All other property shall be sent out or disposed of by the state inmate while housed at the sending facility.

COUNTY shall establish a list of acceptable items a state inmate may have in his or her possession while housed at the COUNTY jail, which is consistent with **(Removed "the Utah Correctional Standards" language)** applicable State and Federal law. The list shall be included in the jail's policy and procedures. COUNTY should consider anything not on this list as contraband.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 21. Inmate Orientation, reads:

COUNTY shall provide and document an orientation to state inmates upon their arrival at COUNTY's jail. At a minimum, the orientation shall provide state inmates with sufficient information to allow them to address safety issues, PREA concerns, medical issues, legal issues, grievances, religious issues, ADA issues and mail access.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 21. Inmate Orientation, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 22. Inmate Funds, is renumbered to Paragraph 18. Inmate Funds, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 23. Legal Assistance, reads:

COUNTY shall provide adequate and reasonable access to courts and legal counsel in compliance with the Utah Correctional Standards and applicable State and Federal laws.

COUNTY shall make request forms available for state inmates to use in requesting UDC Contract Attorney services and facilitate the request for such services by scanning and emailing or faxing the request to the designated UDC Contract Attorney and IPP contact within 24 hours of receipt. IPP shall keep COUNTY informed on all email addresses and fax numbers for such. COUNTY shall allow the UDC Contract Attorney access to state inmates following COUNTY's policy and procedure for attorney visits. COUNTY shall facilitate confidential phone calls between state inmates and their legal counsel, including the Contract Attorney, when such communications are protected by the attorney-client



privilege.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 23. Legal Assistance, is amended to read:

Paragraph 19. Legal Assistance, (Renumbered)

COUNTY shall provide adequate and reasonable access to courts and legal counsel in compliance with **(Removed "the Utah Correctional Standards" language.)** applicable State and Federal laws.

COUNTY shall make request forms available for state inmates to use in requesting UDC Contract Attorney services and facilitate the request for such services by scanning and emailing or faxing the request to the designated UDC Contract Attorney and IPP contact within 24 hours of receipt. IPP shall keep COUNTY informed on all email addresses and fax numbers for such. COUNTY shall allow the UDC Contract Attorney access to state inmates following COUNTY's policy and procedure for attorney visits. COUNTY shall facilitate confidential phone calls between state inmates and their legal counsel, including the Contract Attorney, when such communications are protected by the attorney-client privilege.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 24. Prison Rape Elimination Act, is renumbered to Paragraph 20. Prison Rape Elimination Act, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 25. Clothing, reads:

If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is COUNTY jail or UDC issue and marked clearly as inmate clothing. No unauthorized civilian clothing shall be worn by state inmates.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 25. Clothing, is amended to read:

Paragraph 21. Clothing (Renumbered)

If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked **and readily identifiable** as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is COUNTY jail or UDC issue and clearly marked **and readily identifiable** as inmate clothing. No unauthorized civilian clothing shall be worn by state inmates.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 26. Haircuts, is renumbered to Paragraph 22. Haircuts, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 27. Inmate Disciplinary Requirements, reads:

COUNTY shall use UDC's disciplinary charge codes for state inmates and document major disciplinary infractions in O-TRACK. UDC shall train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. The COUNTY shall be given fourteen (14) days to serve and enter the initial disciplinary infraction report into O-TRACK. The COUNTY shall be given a total of forty-five (45) days for completion of a disciplinary infraction (i.e. entry of the initial disciplinary infraction, service, hearing and disposition of the infraction to include final entry of the disposition into O-TRACK.)

If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY is required to provide the facility designated IPP staff member the disciplinary information within 24 hours of the incident for data entry into O-TRACK.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 27. Inmate Disciplinary Requirements, is amended to read:

**Paragraph 23. Inmate Disciplinary Requirements, (Renumbered)**

COUNTY shall use UDC's disciplinary charge codes for state inmates and document major disciplinary infractions in O-TRACK. **COUNTY shall also upload the county incident report in the proper area of the O-TRACK disciplinary screen.** UDC shall train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. The COUNTY shall be given fourteen (14) days to serve and enter the initial disciplinary infraction report into O-TRACK. The COUNTY shall be given a total of forty-five (45) days for completion of a disciplinary infraction (i.e., entry of the initial disciplinary infraction, service, hearing, and disposition of the infraction to include final entry of the disposition into O-TRACK.)

If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY is required to provide the facility designated IPP staff member the disciplinary information within 24 hours of the incident for data entry into O-TRACK.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 28. Programs/Classes, reads:

COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

For the purpose of this contract Programs shall be considered any UDC approved paid program which shall be reimbursed in accordance with Utah Code Annotated § 64-13e-103. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be processed as instructed by IPP. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be processed as instructed by the 10<sup>th</sup> of each month. The day the state inmate is enrolled in the program shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall be paid for the last day of participation in the program unless the state inmate is moved from COUNTY's jail on their last day of the program.

Classes offered at COUNTY's jail shall be entered into O-TRACK. At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff member monthly reports showing enrollments, transfers, drops, completions, end dates and exit reasons.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 28. Programs/Classes, is amended to read:

**Paragraph 24. Programs/Classes, (Renumbered)**

COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

For the purpose of this contract Programs shall be considered any UDC approved paid program which shall be reimbursed in accordance with Utah Code Annotated § 64-13e-103. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be processed as instructed by IPP. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be processed as instructed by the 10<sup>th</sup> of each month. The day the state inmate is enrolled in the program shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall be paid for the last day of participation in the program unless the state inmate is moved from COUNTY's jail on their last day of the program.

Classes offered at COUNTY's jail shall be entered into O-TRACK. **COUNTY shall provide a schedule for UDC approved HB157 classes, which IPP shall enter in O-TRACK. COUNTY shall enter attendance and dosage for each session of the HB157 class into O-TRACK.**

At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped, or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff member monthly reports showing enrollments, **attendance, and dosage as appropriate**, transfers, drops, completions, end dates and exit reasons.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 29. Inmate Workers, is **renumbered to Paragraph 25. Inmate Workers**, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 30, Grievances, reads:

Grievances on COUNTY issues shall be responded to by COUNTY in accordance with COUNTY policies and procedures. Any and all grievances on COUNTY issues shall be accessible for review by UDC Representatives. Grievances on state issues shall be forwarded to 14717 S. Minuteman Drive Draper, Utah 84020, within fifteen (15) working days.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 30, Grievances, is **amended** to read:

**Paragraph 26. Grievances, (Renumbered)**

**Any and all grievances submitted by state inmates** shall be forwarded to 14717 S. Minuteman Drive Draper, Utah 84020, within fifteen (15) working days. (Removed first and second sentence and the first few words of the third sentence and then added the bold words to sentence three.)

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 31. Religious Access, reads:

COUNTY shall provide access to religious exercise in accordance with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) and other applicable State and Federal laws.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 31. Religious Access, is **amended by removal.**

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 32. Home Visits/Funeral Leave, is **renumbered to Paragraph 27. Home Visits/Funeral Leave**, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 33. Inmate Release, reads:

COUNTY shall not release a state inmate into the community without prior consultation with and written consent of the IPP Director/designee. When releasing a state inmate authorized for release from the COUNTY, either for parole or termination of sentence, the releasing officer shall positively

identify the inmate before releasing him or her. COUNTY shall release inmates in civilian clothing.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 33. Inmate Release, is amended to read:

**Paragraph 28. Inmate Release and Transfer of Custody, (Renumbered and additional title.)**

COUNTY shall not release a state inmate into the community without prior consultation with and written consent of the IPP Director/designee. When releasing a state inmate authorized for release from the COUNTY, either for parole or termination of sentence, the releasing officer shall positively identify the inmate before releasing him or her. COUNTY shall release inmates in civilian clothing.

**COUNTY shall not transfer custody of a state inmate to another agency, e.g., Federal agency, or out-of-state agency, unless authorized by the UDC records office.**

**In the event another agency, e.g., Federal agency or an out-of-state agency, contacts the COUNTY for custody of a state inmate and COUNTY does not have UDC records authorization the COUNTY shall contact UDC records at (801) 576-7791 to determine the process/protocol to follow.**

**After hours or weekend requests for transfer of custody not priorly authorized must wait until the next business day for the COUNTY to contact UDC records.**

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 34. Inmate Visiting, reads:

COUNTY's jail shall follow its policies and procedures regarding barrier and video visits, subject to the following conditions: Visitation policies and procedures shall be in compliance with the Utah Correctional Standards and applicable State and Federal law; only one single adult visitor of the opposite gender shall be permitted to visit one single state inmate at any given time, except for members of the inmate's immediate family; all married opposite gender visitors, except for an inmate's spouse, child, parent, sibling, half-sibling, grandparent, or grandchild, shall be accompanied by visitor's spouse, inmate's spouse and/or inmate's parent(s); minor visitors to state inmates shall be accompanied by their parent or legal guardian while visiting; victims of a state inmate who wish to visit must be reviewed and approved by the IPP Director and/or his or her designee prior to visiting; state inmates with a history of sexual misconduct against a minor shall not visit the victim of the inmate's crime nor with any minor that is not a member of the inmate's immediate family without approval of the IPP Director and/or his or her designee.

All court orders regarding victim contact and contact with minors shall be followed and take precedence over other provisions of this paragraph.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 34. Inmate Visiting, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 35. Inmate Counts, reads:

COUNTY shall conduct a minimum of two (2) full "positive identification" counts per day for all state inmates. "Positive Identification" count is defined as a count during which the inmate is in full view of the officer performing the count and where the officer uses a picture identification system for positive inmate verification. Positive Identification counts shall be conducted at a minimum of eight (8) hours apart. Counts shall be documented and documents maintained in accordance with jail policy and procedure or Utah Correctional Standards. A count of all state inmates at the county shall be called and/or faxed to Control One at the Utah State Prison once per day, seven days per week between 1700 and 2000 hours.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 35. Inmate Counts, is amended to read:

**Paragraph 29. Inmate Counts, (Renumbered)**

A count of all state inmates at the county shall be called and/or faxed to Control One at the Utah State Prison once per day, seven days per week between 1700 and 2000 hours. **(Removed all but the last**

sentence.)

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 36. Restraint Chair, is renumbered to Paragraph 30. Restraint Chair, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 37. Strip Search, reads:

COUNTY shall not conduct cross gender strip searches of state inmates.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 37. Strip Search, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 38. Digital Body-Cavity Searches, reads:

COUNTY shall not conduct digital body cavity searches on state inmates without UDC's consent. Authorization from UDC for digital body cavity searches can be obtained from Control One at the Utah State Prison.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 38. Digital Body-Cavity Searches, is amended by removal.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 39. Media Requests, is renumbered to Paragraph 31. Media Requests, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 40. Waiver, is renumbered to Paragraph 32. Waiver, in this amendment.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 41. Conflict of Terms, is renumbered to Paragraph 33. Conflict of Terms, in this amendment.

This amendment makes the following revisions to Attachment D.

**ATTACHMENT D, Contract Monitor Process – Corrective Action/Challenge Process** is amended by changing the title to "Attachment D Utah Correctional Standards and Attachment C Compliance Review/Corrective Action/Challenge Process". This amendment separates and clarifies the process for the Correctional Standards and the Attachment C compliance reviews. It also separates the Corrective Action/Challenge Process for the Standards and Attachment C.

A copy of Attachment D will be included with this Amendment.

3. **Purpose of Amendment:**

This amendment makes the following revisions to Attachment C.

Introductory statement revised.

1. Basic Custodial Management Costs: Added - Outcount bed payment, PVP payment, and PV intake payment.

5. Emergency Notifications: The word "local" removed from the first paragraph in front of "IPP Captain" and Lieutenant/Designee added after IPP Captain.

6. UDC Access: Reference to where the Utah Correctional Standards are published is removed as it is stated in Paragraph 7.

7. Utah Correctional Standards: Removed sentences 2 and 3 in the first paragraph as this information is outlined in Attachment D.

8. Training/Staffing: Removed training in the title and the sentence regarding training records as it is a requirement of the Utah Correctional Standards which are incorporated. Met in Utah Correctional Standards A08.

9. Emergency Training/Drills: Removed as this is met in Utah Correctional Standards B03.
10. Fire and Life Safety: Removed as this is met in Utah Correctional Standards B05.
11. Housing: Removed as this is met in Utah Correctional Standards B02, B08, and E05.

Terms renumbered from this point on.

12. Custodial Management: Amended to 9. First, third, fourth, and fifth sentences removed as these are met in Utah Correctional Standards A02, and A08.
13. Investigations: Amended to 10.
14. Selection and Return of Inmates: Amended to 11.
15. Inmate Information: Amended to 12.
16. Inmate Classification: Amended to 13.
17. Inmate Transportation: Amended to 14.
18. Holding Cells: Amended to 15.
19. Medical Assistance: Amended to 16. Reference to compliance with the Utah Correctional Standards removed as Paragraph 7 incorporates compliance with all the Utah Correctional Standards.
20. Inmate Property: Amended to 17. Reference to the Utah Correctional Standards removed as Paragraph 7 incorporates compliance with all the Utah Correctional Standards.
21. Inmate Orientation: Removed as this is met in Utah Correctional Standards A03, F04, and E05.
22. Inmate Funds: Amended to 18.
23. Legal Assistance: Amended to 19. Reference to compliance with the Utah Correctional Standards removed as Paragraph 7 incorporates compliance with all the Utah Correctional Standards.
24. Prison Rape Elimination Act: Amended to 20.
25. Clothing: Amended to 21. Added the words "and readily identifiable".
26. Haircuts: Amended to 22.
27. Inmate Disciplinary Requirements: Amended to 23. Added mandatory language to upload the county incident report to disciplinaries County enters in O-Track.
28. Programs/Classes: Amended to 24. Added language requiring a class schedule be provided to IPP. Attendance, and dosage be entered into O-Track for HB157 classes.
29. Inmate Workers: Amended to 25.
30. Grievances: Amended to 26. Simplified and clarified the process for state inmate grievances. Utah Correctional Standards F05 meets other terms removed from this Paragraph.
31. Religious Access: Removed as this is met in Utah Correctional Standards F04.
32. Home Visits/Funeral Leave: Amended to 27.
33. Inmate Release: Amended to 28. Inmate Release and Transfer of Custody. Additional language is added regarding the process for transfer of custody to another agency.
34. Inmate Visiting: Removed as this is met in Utah Correctional Standards D10.
35. Inmate Counts: Amended to 29. Language regarding "Positive Identification" counts removed as this is met in Utah Correctional Standards C04.
36. Restraint Chair: Amended to 30.
37. Strip Search: Removed as this is met in Utah Correctional Standards C05.
38. Digital Body-Cavity Searches: Removed as this is met in Utah Correctional Standards C05.
39. Media Requests: Amended to 31.
40. Waiver: Amended to 32.

41. Conflict of Terms: Amended to 33.

This amendment makes the following revisions to Attachment D.

Attachment D – Amendment changes the title to “Attachment D Utah Correctional Standards and Attachment C Compliance Review/Corrective Action/Challenge Process”. This amendment separates and clarifies the process for the Correctional Standards and the Attachment C compliance reviews. It also separates the Corrective Action/Challenge Process for the Standards and Attachment C.

4. **Effective Date of Amendment:** July 1, 2022.
5. All conditions and terms in the original contract, not expressly modified in Amendments 1 - 3, or herein, shall remain the same.

UDC CONTRACT AMENDMENT SIGNATURE PAGE

CONTRACT NUMBER: 191732

AMENDMENT NUMBER: 4

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

UTAH DEPARTMENT OF CORRECTIONS

*James A. Welch* 6/23/22  
Contractor's Signature / Date

\_\_\_\_\_  
Brian Nielson, Executive Director / Date  
Utah Department of Corrections

*James A. Welch Co. Manager*  
Type or print Name / Title

UTAH STATE APPROVING AUTHORITY

\_\_\_\_\_  
Utah Division of Finance / Date

UDC Originating Division:

Inmate Placement Program

Purpose of Amendment:

This amendment makes the following revisions to Attachment C.

APPROVED AS TO FORM:

*Colin R. Winchester* 06/17/2022  
Colin R. Winchester  
Deputy Tooele County Attorney

Introductory statement revised.

- 1. Basic Custodial Management Costs: Added - Outcount bed payment, PVP payment, and PV intake payment.
  - 5. Emergency Notifications: The word "local" removed from the first paragraph in front of "IPP Captain" and Lieutenant/Designee added after IPP Captain.
  - 6. UDC Access: Reference to where the Utah Correctional Standards are published is removed as it is stated in Paragraph 7.
  - 7. Utah Correctional Standards: Removed sentences 2 and 3 in the first paragraph as this information is outlined in Attachment D.
  - 8. Training/Staffing: Removed training in the title and the sentence regarding training records as it is a requirement of the Utah Correctional Standards which are incorporated. Met in Utah Correctional Standards A08.
  - 9. Emergency Training/Drills: Removed as this is met in Utah Correctional Standards B03.
  - 10. Fire and Life Safety: Removed as this is met in Utah Correctional Standards B05.
  - 11. Housing: Removed as this is met in Utah Correctional Standards B02, B08, and E05.
- Terms renumbered from this point on.
- 12. Custodial Management: Amended to 9. First, third, fourth, and fifth sentences removed as these are met in Utah Correctional Standards A02, and A08.



13. Investigations: Amended to 10.
14. Selection and Return of Inmates: Amended to 11.
15. Inmate Information: Amended to 12.
16. Inmate Classification: Amended to 13.
17. Inmate Transportation: Amended to 14.
18. Holding Cells: Amended to 15.
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20. Inmate Property: Amended to 17. Reference to the Utah Correctional Standards removed as Paragraph 7 incorporates compliance with all the Utah Correctional Standards.
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22. Inmate Funds: Amended to 18.
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31. Religious Access: Removed as this is met in Utah Correctional Standards F04.
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- 39. Media Requests: Amended to 31.
- 40. Waiver: Amended to 32.
- 41. Conflict of Terms: Amended to 33.

This amendment makes the following revisions to Attachment D.

Attachment D – Amendment changes the title to “Attachment D Utah Correctional Standards and Attachment C Compliance Review/Corrective Action/Challenge Process”. This amendment separates and clarifies the process for the Correctional Standards and the Attachment C compliance reviews. It also separates the Corrective Action/Challenge Process for the Standards and Attachment C.

Contract Description:

To provide for the incarceration of offenders specified by, and under the jurisdiction of UDC at the Tooele County Jail.

UDC Point of Contact:

Becky McDonald, Contract Analyst II, Financial Services  
Telephone (801) 545-5636, Fax (801) 523-7479, [beckymcdonald@utah.gov](mailto:beckymcdonald@utah.gov)

**Daniel M. Chesnut Director, Inmate Placement Program**  
Telephone (801) 330-8946, Fax (801) 523-7532, [dchesnut@utah.gov](mailto:dchesnut@utah.gov)

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(Revision 05/2016)

**ATTACHMENT C**  
**ADDITIONAL CONTRACT-SPECIFIC TERMS**

Terms shall be subject to contract review annually, at a minimum. Notifications of compliant and non-compliant deficiencies shall be as outlined in Attachment D.

**1. Basic Custodial Management Costs:** COUNTY shall house "state inmates" (as that term is defined by the Utah Code Annotated § 64-13e-102(10)) at COUNTY's jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the "actual state daily incarceration rate" (as that term is defined by Utah Code Annotated § 64-13e-102(2)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY's jail shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY's jail.

IPP shall monitor the fiscal year contract housing funding noted above and when budget allows shall reimburse the COUNTY for state inmates temporarily on outcount status. IPP shall notify the COUNTY when budget constraints do not allow the payment of outcount beds.

For purposes of this contract, the term "state inmate" shall include individuals whose legal status with UDC has changed from Parole to Parole Violation. An individual's legal status changes from Parole to Parole Violation when the individual: (1) is subject to a warrant issued by the Board of Pardons and Parole; (2) has been booked into COUNTY for an alleged parole violation; (3) has non-expired charges; and (4) has had his or her legal status changed by UDC in O-TRACK to "Parole Violation." COUNTY is entitled to payment under this contract for this category of state inmate, beginning on the day that the individual's legal status has changed from Parole to Parole Violation.

In addition, Parolees who are housed for a limited number of days in COUNTY for a treatment program ordered by the Board of Pardons and Parole shall be treated as "state inmates" for purposes of this contract and, to the extent not paid for by another agency pursuant to Utah Code Annotated § 64-13e-104, will be paid for by UDC in the same manner outlined above pursuant to UDC's authority under Utah Code Annotated § 64-13e-103.

This contract is subject to the State Payment and Reimbursement to County Correctional Facilities Act (the Act), Utah Code Annotated § 64-13e-101 through 105. The Act governs the calculation and payment of amounts due under this contract. To the extent any provision of this contract conflicts with the Act, the Act controls.

**2. Payment:** COUNTY shall submit a billing statement to UDC by the 10<sup>th</sup> of each month for services provided under this contract during the previous month. The bill shall be itemized to include the number of days state inmates were housed in COUNTY's jail during the month, and medical/dental costs, and other authorized expenses incurred by COUNTY for state inmates as well as identifying the inmate by name and UDC Offender Number. The bill shall be sent to the IPP Director at 14717 S. Minuteman Drive Draper, Utah 84020.

UDC shall pay, or cause to be paid, all bills in accordance with the Utah Prompt Payment Act, Utah Code Annotated §15-6-1 et seq.

**3. Number of State Inmates:** An annual average of 100 state inmates may be housed in COUNTY's jail at any given time, subject to COUNTY's need to use such space for county inmates. UDC may, at its discretion, unilaterally decrease the number of state inmates being housed in COUNTY's jail at a given time. Annually between May 1<sup>st</sup> and June 1<sup>st</sup> available beds for contract housing of state inmates at COUNTY'S jail shall be reported to the IPP Deputy Warden.

COUNTY shall provide written notification to the IPP Director for temporary reduction in beds available. COUNTY shall also provide written notification to the IPP Director when COUNTY is ready to remove the temporary reduction in beds.

**4. UDC Point of Contact:** The IPP Director/Designee shall be COUNTY's primary point of contact with UDC.

**5. Emergency Notifications:** In the event of an escape of a state inmate from COUNTY's jail, COUNTY shall provide immediate notification upon learning of the escape to Control One at the Utah State Prison. Control One can be reached by calling (801) 576-7001. COUNTY shall also make reasonable efforts to contact the IPP Captain/Lieutenant/Designee.

COUNTY shall notify Control One at the Utah State Prison as soon as reasonably possible of any state inmate deaths, emergency medical incidents, or violent incidents involving state inmates. COUNTY shall also notify Control One at the Utah State Prison as soon as reasonably possible of any events involving non-state inmates affecting safety and security of COUNTY's jail.

COUNTY shall have full authority over state inmates in COUNTY's jail in the event of exigent circumstances involving civil or natural disasters, including, but not limited to floods, earthquakes, weather related emergencies, etc. COUNTY shall notify Control One at the Utah State Prison of any such emergency as soon as reasonably possible.

**6. UDC Access:** UDC representatives shall have access to COUNTY's jail and any state inmates housed therein 24 hours a day, seven (7) days per week, to include both announced and unannounced visits. COUNTY shall allow UDC representatives to review or inspect COUNTY's jail at any time, with or without notice. UDC inspections may occur any time, but it is understood and agreed by each party that UDC does not thereby become responsible for any failure on the part of COUNTY to maintain appropriate standards, it being the intent of this contract that COUNTY retain full responsibility for meeting such standards. Inspections will assure that standards of care and discipline are carried out in accordance with the terms of this contract and the Utah Correctional Standards, which were developed by UDC in partnership with the Utah Sheriff's Association.

COUNTY acknowledges IPP assists in inmate management. Space and/or accommodations in order to complete such tasks will be provided to IPP by COUNTY at its facilities.

**7. Utah Correctional Standards:** COUNTY shall comply with the Utah Correctional Standards, which are incorporated herein and published on the UDC website.

COUNTY shall be given 30 days' notice prior to the effective date of implementation of any revisions or additions to the Utah Correctional Standards.

At UDC's discretion, COUNTY may be required to upload to the Accreditation, Audit and Management Security System (AARMS) documentation to show compliance with individual Utah

Correctional Standards. Open records requests received by UDC for jail records uploaded in AARMS will be denied pursuant to the Utah Government Records Access and Management Act, 63 G-2-101, et seq. (GRAMA), and the requestor will be informed the records need to be requested from the COUNTY.

**8. Staffing:** Without exception only officers who are certified as correctional officers by Peace Officer Standards and Training (hereinafter "P.O.S.T.") shall provide supervision of state inmates at COUNTY's jail. COUNTY shall provide an adequate number of P.O.S.T. certified correctional officers to provide security for state inmates and to meet the Utah Correctional Standards.

**9. Custodial Management:** The day-to-day custodial management of state inmates shall be within the discretion of COUNTY's Sheriff, and state inmates shall be subject to COUNTY's operational policies and procedures.

**10. Investigations:** UDC investigators shall be made available to assist COUNTY with investigations involving state inmates housed in COUNTY's jail. COUNTY may perform investigations of state inmates in COUNTY's jail as deemed necessary by COUNTY's Sheriff and the IPP Director or his or her designee. At the conclusion of any investigation involving a state inmate performed by COUNTY personnel, COUNTY shall forward a copy of the final investigative report or similar documentation to the IPP Director within five (5) working days of the completion of the final report.

**11. Selection and Return of Inmates:** The IPP Director shall be initially responsible for designating which state inmates shall be housed in COUNTY's jail; nevertheless, COUNTY's Sheriff or his or her designee shall have limited authority to exclude any state inmate from COUNTY's jail. This power of exclusion includes incoming state inmates as well as state inmates already housed at COUNTY's jail. Whenever a state inmate is removed from COUNTY's jail at COUNTY's request, COUNTY shall provide the IPP Director with written documentation/disciplinary stating the reason(s) for requesting the state inmate's removal prior to their removal.

If COUNTY requests the immediate removal of a state inmate from COUNTY's jail, the COUNTY shall provide a verbal explanation of the reason for the request (e.g., safety, misconduct). COUNTY shall thereafter forward written documentation/disciplinary, within seventy-two (72) hours of transport, stating the reason(s) for the state inmate's removal.

**12. Inmate Information:** UDC shall provide COUNTY with limited access to the O-TRACK computer database. UDC shall provide O-TRACK individual logins for data entry purposes for COUNTY staff approved by UDC. O-TRACK contains information that is classified as PRIVATE, PROTECTED and/or CONTROLLED pursuant to the Government Records Access and Management Act, Utah Code Annotated § 63 G-2-101, et seq. COUNTY is subject to the same restrictions on disclosure of these records as UDC. Failure to comply with these restrictions may be a violation of criminal law, pursuant to Utah Code Annotated § 63 G-2-801. COUNTY shall ensure that access to O-TRACK and its information is limited to trained and authorized personnel.

COUNTY shall ensure IPP is notified of staff assignment changes when the change in assignment affects O-TRACK access.

**13. Inmate Classification:** State inmates shall be housed at the COUNTY's jail in accordance with their respective classification level of custody, as governed by the most current version of

UDC's Inmate Classification Policy. Classification level for state inmates will be assigned by UDC and will only be changed by UDC. The behavioral categories portion of UDC's Classification policy shall not be used in the housing of state inmates in the jail. Housing for state inmates may be more restrictive with written justification. Housing for state inmates shall never be less restrictive than the inmate's classification level. All male and female inmates shall be kept apart and housed separately.

**14. Inmate Transportation:** UDC shall generally be responsible for transporting state inmates to and from the COUNTY's jail at UDC's expense. UDC shall be allowed a minimum of three (3) working days to make transportation arrangements for state inmates. In the event that COUNTY provides transportation services for state inmates, COUNTY is required to have two certified officers complete the transport.

COUNTY shall be reimbursed upon submission of costs on the next monthly billing statement submitted to the IPP Director, for transport officers' costs and will be reimbursed per trip for such transportation at the then prevailing rate for state employees using their privately-owned vehicles on state business.

Admissions of state inmates to COUNTY's jail will be allowed Monday through Friday from 0600 to 2000 hours. Exceptions may be arranged by mutual agreement of both UDC and COUNTY.

**15. Holding Cells:** COUNTY shall not house state inmates in holding cells. When COUNTY uses a holding cell to temporarily hold a state inmate, the inmate shall be held in the holding cell for not more than eight (8) consecutive hours.

**16. Medical Assistance:** COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. UDC will reimburse COUNTY for UDC approved medical care expenses paid for state inmates unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing becomes a hardship for COUNTY, COUNTY may make a written request to the UDC Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill UDC in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30<sup>th</sup> of current given fiscal year should be billed to UDC on or before July 15<sup>th</sup> of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request for reimbursement by July 15<sup>th</sup> the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the UDC Medical Director or his or her designee, who can be reached by calling (801) 576-7292. Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from UDC. COUNTY shall notify Control One at the Utah State Prison of any state inmate emergency medical incidents as soon as reasonably possible.

In the event a state inmate is transported for treatment on an emergency basis and/or claiming or exhibiting suicidal tendencies COUNTY shall notify UDC Medical by calling (801) 576-7292.

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with Utah Code Annotated § 64-13-30. The billing and collection of state medical co-pay services provided to state inmates housed at COUNTY's facilities will be maintained and managed by UDC. The COUNTY will not be required to track or collect on state medical co-pay services.

Notwithstanding Paragraph 17, COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately-owned vehicles on state business. COUNTY may request to be reimbursed for providing security for state inmates being treated at local medical facilities.

**17. Inmate Property:** All state inmate property for state inmates arriving at COUNTY's jail shall be inventoried by the sending facility. All state inmate property for state inmates leaving COUNTY's jail shall be inventoried by COUNTY. State inmates transferring to or from COUNTY's jail shall only possess property that is permitted under the UDC/IPP transportation property matrix. UDC transportation officers shall only transport a state inmate's property that complies with the UDC/IPP transportation property matrix. All other property shall be sent out or disposed of by the state inmate while housed at the sending facility.

COUNTY shall establish a list of acceptable items a state inmate may have in his or her possession while housed at the COUNTY jail, which is consistent with applicable State and Federal law. The list shall be included in the jail's policy and procedures. COUNTY should consider anything not on this list as contraband.

**18. Inmate Funds:** COUNTY shall ensure that any state inmate funds shall be directly managed by the COUNTY. When a state inmate is transferred or released from COUNTY jail it is the responsibility of COUNTY to forward the state inmate's funds to the state inmate's new location within fourteen (14) days of transfer or release. Electronic transfer of funds shall be set up between COUNTY and UDC. To use electronic transfer of funds COUNTY must contact the UDC Finance Bureau at (801) 545-5541 to set up and finalize. If COUNTY determines electronic transfer of funds is prohibited by COUNTY Treasurer process, then notice shall be submitted in writing, on official letterhead, to the IPP Director stating such. See Exhibit "1" to Attachment C of the Contract for specific terms and conditions relating to electronic transfer of funds.

**19. Legal Assistance:** COUNTY shall provide adequate and reasonable access to courts and legal counsel in compliance with applicable State and Federal laws.

COUNTY shall make request forms available for state inmates to use in requesting UDC Contract Attorney services and facilitate the request for such services by scanning and emailing or faxing the request to the designated UDC Contract Attorney and IPP contact within 24 hours of receipt. IPP shall keep COUNTY informed on all email addresses and fax numbers for such. COUNTY shall allow the UDC Contract Attorney access to state inmates following COUNTY's policy and procedure for attorney visits. COUNTY shall facilitate confidential phone calls between state

inmates and their legal counsel, including the Contract Attorney, when such communications are protected by the attorney-client privilege.

**20. Prison Rape Elimination Act:** COUNTY shall adopt and implement written policies and procedures in accordance with the Federal Prison Rape Elimination Act (PREA). COUNTY shall post UDC PREA information where it is readily accessible to state inmates. In the event of a PREA incident involving a state inmate, COUNTY shall notify the IPP Director at the Utah State Prison within one (1) hour of the COUNTY becoming aware of the incident.

**21. Clothing:** If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked and readily identifiable as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is COUNTY jail or UDC issue and clearly marked and readily identifiable as inmate clothing. No unauthorized civilian clothing shall be worn by state inmates.

**22. Haircuts:** COUNTY shall provide haircuts for the state inmates housed in COUNTY's jail without UDC reimbursement of costs. COUNTY may collect co-pay from state inmates at a rate of no more than \$2.00 per haircut.

**23. Inmate Disciplinary Requirements:** COUNTY shall use UDC's disciplinary charge codes for state inmates and document major disciplinary infractions in O-TRACK. COUNTY shall also upload the county incident report in the proper area of the O-TRACK disciplinary screen. UDC shall train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. The COUNTY shall be given fourteen (14) days to serve and enter the initial disciplinary infraction report into O-TRACK. The COUNTY shall be given a total of forty-five (45) days for completion of a disciplinary infraction (i.e., entry of the initial disciplinary infraction, service, hearing, and disposition of the infraction to include final entry of the disposition into O-TRACK.)

If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY is required to provide the facility designated IPP staff member the disciplinary information within 24 hours of the incident for data entry into O-TRACK.

**24. Programs/Classes:** COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

For the purpose of this contract Programs shall be considered any UDC approved paid program which shall be reimbursed in accordance with Utah Code Annotated § 64-13e-103. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be processed as instructed by IPP. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be processed as instructed by the 10<sup>th</sup> of each month. The day the state inmate is enrolled in the program shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall be paid for the last day of participation in the program unless the state inmate is moved from COUNTY's jail on their last day of the program.



Classes offered at COUNTY's jail shall be entered into O-TRACK. COUNTY shall provide a schedule for UDC approved HB157 classes, which IPP shall enter in O-TRACK. COUNTY shall enter attendance and dosage for each session of the HB157 class into O-TRACK.

At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped, or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff member monthly reports showing enrollments, attendance, and dosage as appropriate, transfers, drops, completions, end dates and exit reasons.

**25. Inmate Workers:** COUNTY shall provide to the IPP Director a security plan, by April 30<sup>th</sup> annually, for Work Eligibility Class A and/or Class B work crews already approved and in existence. COUNTY shall obtain approval from the IPP Director before working any state inmate. A work eligibility listing, showing approved Class A and/or Class B state inmates, will be made available to the COUNTY through the IPP staff.

For newly created and proposed work crews COUNTY shall submit to the IPP Director a Security Plan for off property state inmate work crews for approval and determination of supervision ratio before work crews with state inmates are taken off property.

COUNTY shall provide and document training on the use of proper protective equipment and provide properly working tools for the state inmate workers.

COUNTY, upon approval, may allow a Class B state inmate to leave the jail building, but not the jail's property to work, under direct supervision, line of sight, of certified staff with a supervision ratio approved by UDC.

COUNTY, upon approval, may allow a Class A state inmate to leave the jail and secure perimeter on a work crew with the direct supervision of certified staff with a supervision ratio approved by UDC.

COUNTY shall enter work assignments for state inmates into O-TRACK. When a state inmate leaves that assignment for any reason, an exit reason, and end date shall be entered into O-TRACK by COUNTY.

UDC may train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, COUNTY will submit to the facility designated IPP staff member, by the 10<sup>th</sup> of each month, monthly reports showing transfers, firings, exit reason and end dates.

**26. Grievances:** Any and all grievances submitted by state inmates shall be forwarded to 14717 S. Minuteman Drive Draper, Utah 84020, within fifteen (15) working days.

27. **Home Visits/Funeral Leave:** COUNTY shall not allow home visits or funeral leave for state inmates.

28. **Inmate Release and Transfer of Custody:** COUNTY shall not release a state inmate into the community without prior consultation with and written consent of the IPP Director/designee. When releasing a state inmate authorized for release from the COUNTY, either for parole or termination of sentence, the releasing officer shall positively identify the inmate before releasing him or her. COUNTY shall release inmates in civilian clothing.

COUNTY shall not transfer custody of a state inmate to another agency, e.g., Federal agency, or out-of-state agency, unless authorized by the UDC records office.

In the event another agency, e.g., Federal agency or an out-of-state agency, contacts the COUNTY for custody of a state inmate and COUNTY does not have UDC records authorization the COUNTY shall contact UDC records at (801) 576-7791 to determine the process/protocol to follow.

After hours or weekend requests for transfer of custody not priorly authorized must wait until the next business day for the COUNTY to contact UDC records.

29. **Inmate Counts:** A count of all state inmates at the county shall be called and/or faxed to Control One at the Utah State Prison once per day, seven days per week between 1700 and 2000 hours.

30. **Restraint Chair:** COUNTY shall not restrain state inmates in restraint chairs.

31. **Media Requests:** Permission shall be obtained from the UDC PIO, who can be reached at (801) 560-7608, prior to facilitating official media visitation for state inmates housed at COUNTY.

COUNTY shall notify the IPP Director of all media requests involving state inmates.

32. **Waiver:** The failure of either party to exercise any remedy or right under this contract or to require performance of any of the terms, covenants, or provisions of this contract by the other party shall not constitute a waiver of any of the rights under the contract.

33. **Conflict of Terms:** In the event that there is a conflict between the terms of the Utah Correctional Standards and the terms of this Attachment C, the terms of this Attachment C shall govern.

-----END OF ATTACHMENT C-----

**ATTACHMENT D**  
**UTAH CORRECTIONAL STANDARDS AND ATTACHMENT C**  
**COMPLIANCE REVIEW/CORRECTIVE**  
**ACTION/CHALLENGE PROCESS**

**UTAH CORRECTIONAL STANDARDS PROCESS**

Correctional Standards Lieutenants on a regular, routine, and on-going basis will conduct on and off-site reviews of assigned Contract Facilities. Visits for reviews may be scheduled as well as unscheduled.

The UDC Correctional Standards Deputy Warden shall provide COUNTY an initial rating letter for all Utah Correctional Standards indicating full compliance or non-compliance with the Standards at least 45 days prior to the final rating. During this time the Correctional Standards Lieutenant may review any information which may not have been considered during the on-going review throughout the contract year.

A final rating letter shall be provided by June 30<sup>th</sup> to COUNTY by the UDC Correctional Standards Deputy Warden indicating full compliance or non-compliance with the Utah Correctional Standards. If COUNTY has deficiencies COUNTY shall Challenge the rating or provide a Corrective Action Plan. Challenging a rating shall be handled as outlined in the "Non-Compliant of Standard Challenge Process" of this document.

At any time, upon receiving notice of a Standard "Non-Compliant" rating a Corrective Action Plan is required, COUNTY shall complete and submit a plan or challenge as outlined in the "Non-Compliant of Standard Challenge Process" of this document.

**Immediate Corrective Action & Notification:** Immediate Corrective Action & Notification shall apply to events of exigent nature involving imminent security, life safety and/or like conditions. The Correctional Standards Lieutenant is to notify the Jail Commander, UDC Correctional Standards Deputy Warden and the Director of IPP immediately of these conditions and/or circumstances.

The IPP Director shall immediately review the information from the Correctional Standards Lieutenant and decide if the conditions warrant exigent action requiring immediate notification of the sheriff to initiate appropriate remedies. The IPP Director will work with the sheriff to determine a timeline for correction and obtain actions that the county will take on an interim basis until full compliance/resolution is obtained.

Determination of Immediate Corrective Action by the IPP Director is not subject to the challenge process provided in the normal CORRECTIVE ACTION/CHALLENGE PROCESS provided below for the normal course of Standards review and ratings.

**Consequences for Non-Compliance:**

Determination of the consequences for non-compliance to these Standards may range with the severity of the deficiency and/or the lack of response to the deficiency cited. Possible consequences for failure to comply with these Standards may be but are not limited to:

- Increase in the frequency of inspections/visits

- Mandated training
- Mandatory follow-up meetings
- Freezing of the number of state inmates housed at the facility
- Removal of a specific classification or population of state inmates
- Removal of all state inmates from the facility

**Rating Definitions**

**Compliant:** Current facility policy and practices are in compliance with the Standard. *Policy and Practice are both required to obtain a compliant rating/score.*

**Non-Compliant:** Facility policy and/or practice scoring/rating as non-compliant with Standard. Monitor is required to specify in writing what is non-compliant, forward report to initiate notification for requirement of corrective action plan.

**Review in Progress:** UDC Correctional Standards Lieutenant has begun the review process for the Standard.

**Corrective Action:** Facility has been found non-compliant with the Standard and upon receiving notice a Corrective Action Plan is required COUNTY shall complete and submit a plan or challenge. Rating will remain until the condition(s) has been remedied.

**Non- Compliant of Standard Challenge Process**

UDC will allow for a challenge process by the Contract Facilities for ratings of non-compliant to any of the Utah Correctional Standards by the Correctional Standards Lieutenant and accepted as non-compliant by the UDC Correctional Standards Deputy Warden.

The intention of the challenge process is to allow the Contract Facility to disagree with the Correctional Standards Lieutenant’s rating and provide opportunity for the Contract Facility to present additional information for consideration.

The existence of the challenge process is not intended nor is it required on the part of the Contract Facility to be utilized on every rating of non-compliant. This process is not intended to limit verbal discussion/communication in resolving/clarifying the deficiency cited.

The challenge process has a maximum of four (4) levels.

See brief overview of process below:

Level 1: Informal Request for Review	Jail Commander to UDC Correctional Standards Deputy Warden
Level 2: Initiation of Formal Request of Challenge	Jail Commander to IPP Director
Level 3: Escalation of Formal Challenge	Jail Commander to DPO Director
Level 4: Executive Director Review	Sheriff to Executive Director of Corrections

**Level 1 - Informal Review:**

The Jail Commander contacts the UDC Correctional Standards Deputy Warden requesting a review to the specific Standard the Commander has a concern with. This contact should take place within five (5) working days of the Contract Facility receiving the notification letter of non-compliance. The UDC Correctional Standards Deputy Warden will review the information in reference to the concern from the Commander and consider any additional information presented in order to make a

more informed decision on status of compliant/non-compliant. The UDC Correctional Standards Deputy Warden has five (5) working days after receiving the Request for Review to inform the Commander of the status of the Standard under review.

**Level 2 - Initiation of Formal Challenge:**

Should the Jail Commander not agree with the Level 1 response to the Informal Review, the Commander must elevate his/her challenge in writing to the Director of IPP.

In the initialization of a formal challenge, the Jail Commander must specify why the informal response from the UDC Correctional Standards Deputy Warden did not resolve the issue involved in the Request for Review. The initiation of a formal challenge must be made within five (5) working days from receiving communication with the UDC Correctional Standards Deputy Warden on the decision of an Informal Review.

The Director of IPP has five (5) working days after receipt of the Initiation of Formal Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

**Level 3 - Escalation Request of Challenge:**

Should the Jail Commander not agree with the Formal Challenge response from the Director of IPP, the Commander must elevate his/her Challenge to the UDC DPO Director within five (5) working days of receipt of the Director of IPP's decision.

In the Escalation Request of Challenge, the Jail Commander must specify why the response from the Director of IPP did not resolve the issue involved in the Initiation of Formal Challenge.

The Director of DPO has five (5) working days after receipt of the Escalation Request of Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

**Level 4 - Executive Director Review:**

Should a Contract Facility Sheriff still not be satisfied with the findings and response to the Level 3 Escalation of Challenge the Sheriff may request an Executive Director of Corrections review.

The request from the Sheriff to the Executive Director must be in writing within ten (10) working days of receipt of the decision received from the DPO Director in reference to the Level 3 Escalation Request of Challenge. The request for an Executive Director Review must specify why the responses provided in the first three (3) levels did not remedy the request.

The Executive Director of Corrections has ten (10) working days to review the request from the Sheriff and provide a final decision to the challenge. A copy of the decision of the Executive Director will be distributed.

## **ATTACHMENT C PROCESS**

Correctional Standards Lieutenants and IPP reviewers on a regular, routine, and on-going basis will conduct on and off-site reviews of assigned Contract Facilities. Visits for reviews may be scheduled as well as unscheduled.

IPP Deputy Warden shall provide COUNTY a rating letter indicating full compliance or non-compliance with Attachment C terms/provisions by July 1 of each year. This deadline for the rating letter is set for the beginning of the next fiscal year rather than the compliance review fiscal year so compliance can be determined and closed out for the Utah Correctional Standards. (State fiscal years run July 1 to June 30.)

At any time, upon receiving notice of a "Non-Compliant" rating a Corrective Action Plan is required. COUNTY shall complete and submit a Corrective Action Plan or Challenge as outlined in the "Non-Compliant of Attachment C Challenge Process" of this document. If not submitting a Challenge, a written Corrective Action Plan must be submitted to the IPP Deputy Warden by July 30 or within 30 days of receiving the notice, whichever is later.

All ratings for Attachment C shall be finalized for the prior fiscal year review by August 30. For Non-Compliant ratings resolved prior to August 30, a new compliance review letter will be forwarded, and the review revised.

Non-Compliant ratings not resolved by August 30 will remain as Non-Compliant for that fiscal year review. Unresolved Non-Compliant ratings shall be closely monitored until remedied. Noting of such will be entered in the appropriate compliance review for the fiscal year the non-compliance is remedied.

Conditions for "Immediate Corrective Action & Notification" stated above in the "Utah Correctional Standards" portions of this document shall also apply to Attachment C terms.

### **Consequences for Non-Compliance:**

Determination of the consequences for non-compliance to Attachment C may range with the severity of the deficiency and/or the lack of response to the deficiency cited. Possible consequences for failure to comply with Attachment C may be but are not limited to:

- Increase in the frequency of inspections/visits
- Mandated training
- Mandatory follow-up meetings
- Freezing of the number of state inmates housed at the facility
- Removal of a specific classification or population of state inmates
- Removal of all state inmates from the facility

### **Rating Definitions**

**Compliant:** Current facility policy and practices are in compliance with Attachment C. *Policy and Practice are both required to obtain a compliant rating/score.*

**Non-Compliant:** Facility policy and/or practice scoring/rating as non-compliant with Attachment C. IPP and/or a Correctional Standards Lieutenants input is required to specify in writing what is non-compliant, forward report to initiate notification for requirement of corrective action plan.

**Corrective Action:** Facility has been found non-compliant with Attachment C and upon receiving notice a Corrective Action Plan is required COUNTY shall complete and submit a plan or challenge. Rating will remain until the condition(s) has been remedied.

## Non - Compliant with Attachment C Challenge Process

UDC will allow for a challenge process by the Contract Facilities for ratings of non-compliant to any of the Attachment C terms.

The intention of the challenge process is to allow the Contract Facility to disagree with the IPP/Correctional Standards rating and provide opportunity for the Contract Facility to present additional information for consideration.

The existence of the challenge process is not intended nor is it required on the part of the Contract Facility to be utilized on every rating of non-compliant. This process is not intended to limit verbal discussion/communication in resolving/clarifying the deficiency cited.

The challenge process has a maximum of four (4) levels.

See brief overview of process below:

Level 1: Informal Request for Review	Jail Commander to IPP Deputy Warden
Level 2: Initiation of Formal Request of Challenge	Jail Commander to IPP Director
Level 3: Escalation of Formal Challenge	Jail Commander to DPO Director
Level 4: Executive Director Review	Sheriff to Executive Director of Corrections

### Level 1 - Informal Review:

The Jail Commander contacts the IPP Deputy Warden requesting a review to the specific Attachment C term(s) the Commander has a concern with. This contact should take place within five (5) working days of the Contract Facility receiving the notification letter of non-compliance. The IPP Deputy Warden will review the information in reference to the concern from the Commander and consider any additional information presented in order to make a more informed decision on status of compliant/non-compliant. The IPP Deputy Warden has five (5) working days after receiving the Request for Review to inform the Commander of the status of the Attachment C term under review.

### Level 2 - Initiation of Formal Challenge:

Should the Jail Commander not agree with the Level 1 response to the Informal Review, the Commander must elevate his/her challenge in writing to the Director of IPP.

In the initialization of a formal challenge, the Jail Commander must specify why the informal response from the IPP Deputy Warden did not resolve the issue involved in the Request for Review. The initiation of a formal challenge must be made within five (5) working days from receiving communication with the IPP Deputy Warden on the decision of an Informal Review.

The Director of IPP has five (5) working days after receipt of the Initiation of Formal Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

### Level 3 - Escalation Request of Challenge:

Should the Jail Commander not agree with the Formal Challenge response from the Director of IPP, the Commander must elevate his/her Challenge to the UDC DPO Director within five (5) working days of receipt of the Director of IPP's decision.

In the Escalation Request of Challenge, the Jail Commander must specify why the response from the Director of IPP did not resolve the issue involved in the Initiation of Formal Challenge.

The Director of DPO has five (5) working days after receipt of the Escalation Request of Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

**Level 4 - Executive Director Review:**

Should a Contract Facility Sheriff still not be satisfied with the findings and response to the Level 3 Escalation of Challenge the Sheriff may request an Executive Director of Corrections review.

The request from the Sheriff to the Executive Director must be in writing within ten (10) working days of receipt of the decision received from the DPO Director in reference to the Level 3 Escalation Request of Challenge. The request for an Executive Director Review must specify why the responses provided in the first three (3) levels did not remedy the request.

The Executive Director of Corrections has ten (10) working days to review the request from the Sheriff and provide a final decision to the challenge. A copy of the decision of the Executive Director will be distributed.