



Program Statement

OPI: FPI
NUMBER: 5250.02
DATE: 10/2/2000
SUBJECT: Public Works and
Community Service
Projects

1. **PURPOSE AND SCOPE.** To provide guidance and direction in the development and administration of public works and community service projects.

2. **SUMMARY OF CHANGES.** The major changes to this Program Statement include restructuring the policy format, expanding program guidelines, and revising criteria specifications.

3. **PROGRAM OBJECTIVES.** The expected results of this program are:

a. Qualified inmates will be considered for participation in public works and community service projects.

b. Inmates approved for participation in public works and community service projects must meet established eligibility criteria.

4. **DIRECTIVES AFFECTED**

a. **Directive Rescinded**

PS 5250.01 Public Works and Community Service Projects
(1/19/93)

b. **Directives Referenced**

PS 1330.13 Administrative Remedy Program (12/22/95)
PS 3000.02 Human Resources Management Manual (11/1/93)
PS 3420.09 Standards of Employee Conduct (2/5/99)

[Bracketed Bold] - Rules
Regular Type - Implementing Information

PS 5100.07	Security Designation and Custody Classification Manual (9/3/99)
PS 5180.04	Central Inmate Monitoring System (8/16/96)
PS 5251.05	Work and Performance Pay Program, Inmate (12/31/98)
PS 5270.07	Inmate Discipline and Special Housing Units (12/29/87)
PS 5280.08	Furloughs (2/4/98)
PS 5300.18	Occupational Education Programs (12/23/96)
PS 5300.20	Volunteers and Citizen Participation Programs Manual (6/1/99)
PS 5380.05	Financial Responsibility Program, Inmate (12/22/95)
PS 5538.04	Escorted Trips (12/23/96)
PS 5550.06	Escape from Extended Limits of Confinement (10/22/99)
PS 6060.07	Urine Surveillance and Narcotic Identification (1/29/99)
PS 8000.01	UNICOR Corporate Policy and Procedures (5/13/81)
TRM 5802.01	SENTRY General Use Technical Reference Manual (6/1/94)

c. Rules cited in this Program Statement are contained in 28 CFR 301 and §551.60.

d. Rules referenced in this Program Statement are contained in 28 CFR part 301 and 41 CFR 101 et. seq.

5. **STANDARDS REFERENCED**

a. American Correctional Association 3rd Edition Standards for Adult Correctional Institutions: 3-4397, 3-4398

b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-5A-06, 3-ALDF-5A-07, 3-ALDF-5A-08, 3-ALDF-5A-09, 3-ALDF-5A-10

c. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies: None

d. American Correctional Association Standards for Adult Correctional Boot Camp Programs: 1-ABC-5A-04

6. **PRE-TRIAL/HOLDOVER/DETAINEE PROCEDURES.** Procedures in this Program Statement apply to all inmates in Bureau custody who meet the eligibility criteria contained herein. However, pretrial and detainee inmates may not be considered for off-site projects.

7. **VICTIM AND WITNESS PROGRAM (VWP) PARTICIPANTS.** When a VWP inmate is granted a furlough to participate in an off-site community service project, notification must be made in accordance with the procedures in the Program Statement on the Victim and Witness Notification Program.

8. **PUBLIC WORKS PROJECTS**

a. **Definition.** **Public works projects** are institution work assignments performed for other federal agencies either in the institution or at other federal agency work sites under the authority of Title 18 U.S.C. § 4125(a) which states:

"The Attorney General may make available to the heads of several departments the services of United States prisoners under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress."

Institutions must use the format specified in Attachments A/C for new national and local agreements. For existing agreements with other federal agencies, the institutions must review agreements and make appropriate changes, if deemed necessary. Any changes must go through the normal review and approval process as outlined in Section 10 of this Program Statement.

b. **Host Federal Agency Obligations.** Any host federal agency that enters into an agreement to use federal inmate labor ordinarily will also assume responsibility for the following:

- (1) Transporting inmates to and from the work site;
- (2) Providing special protective and safety equipment;
- (3) Providing tools, materials and supplies necessary to perform the work;
- (4) Providing technical supervision to the inmate workers. Bureau staff who have attended the locally conducted **Instructor Skills Training** or who have attended a national **Training for Trainers** course, are to train

supervisors concerning the policy requirements for volunteer/contract workers. The Program Statement on Standards of Employee Conduct should be given to each supervisor. The host agency must maintain inmate accountability through inmate detail cards furnished by the Bureau;

- ◆ This accountability requires visual contact with each inmate at least every two hours;
- (5) Submitting work reports in accordance with local institution procedures and as stated in local agreements, which must include time sheets, on each inmate, to the Bureau;
 - ◆ Unusual events, such as injuries, escapes, or inmate misconduct, must be reported immediately to Bureau officials;
- (6) Providing a safe and humane working environment;
 - ◆ Safety talks are required at least monthly;
- (7) Providing emergency medical care and attention as necessary. Notification to the Bureau of Prisons must be made as soon as possible;
- (8) Establishing inmate quotas and developing job descriptions;
- (9) Obtaining Bureau approval before changing inmate work detail assignments; and,
- (10) Ensuring that the work performed by inmate labor will not displace regular employees, impair existing contracts for service, or exploit inmate labor.

c. **Bureau Obligations.** The Bureau is to:

- (1) Select inmates capable of performing work as required;
- (2) Furnish routine work clothing and safety shoes to inmates;
- (3) Provide training to host agency employees on this Program Statement's requirements;
- (4) Designate a project representative to physically visit the work site periodically;

- (5) Provide all inmate performance pay and job performance incentives, if applicable; and,
- (6) Be responsible for medical expenses of emergency treatment required by inmates. An inmate who sustains a work-related injury on a public works project may submit a claim under the Inmate Accident Compensation procedures under 28 CFR part 301.

d. Inmates Eligibility Criteria for Off-Site Public Works Projects. An inmate, to be eligible for such projects, must:

- (1) Have "COMMUNITY" or "OUT" custody;
- (2) Have no medical restrictions or psychological conditions which would preclude the inmate from meeting the demands of the project;
- (3) Have a detainer status of "NONE" or "LOWEST/LOW MODERATE" severity according to the inmate's current Custody Classification form BP-338, or pending/unresolved charges that do not exceed the lowest/low moderate criteria. (See the Security Designation and Custody Classification Manual for further information.);
- (4) Have no Public Safety Factor(s) as outlined in the Security Designation and Custody Classification Manual, unless waived by the Regional Director; and,
- (5) Have no prior history of escape or attempted escape from secure custody;
- (6) Have no prior employment at the specific site of the project.

The Warden may establish additional criteria for inmates who are eligible for public works projects (e.g., Inmate Financial Responsibility Program (IFRP) participation, clear conduct, notoriety/nature of offense, severity of prior record).

e. Inmates Eligibility Criteria for On-Site Public Works Projects. Inmate assignments occurring on-site at the institution are to be treated the same as other institution work assignments.

9. [VOLUNTEER COMMUNITY SERVICE PROJECTS (CSP) \$551.60.

a. A volunteer community service project is a project sponsored and developed by a local government agency or by a nonprofit charitable organization, submitted to the institution, and recommended by the Warden for approval of the Regional Director. Volunteer community service projects are designed to provide for the public good in keeping with the overall goals of the community, such as community-wide beautification or public safety.

The sponsoring organization is responsible for certifying to the Bureau that the community service project does not displace regular employees, supplant employment opportunities ordinarily available within the sponsoring organization, or impair contracts for services.

These projects are not work assignments. Any inmate who chooses to participate does so voluntarily, and may not receive performance pay or any other salaried compensation for participation in the project, nor be eligible to submit a claim under the provisions of the Inmate Accident Compensation Program.]

See Section 9.e. for instances in which an inmate may receive compensation because the community service project is being operated as part of an occupational education program.

Volunteer community service projects should supplement the community's resources. These projects provide an opportunity for an inmate to perform a community service for a government entity, or nonprofit charitable organizations voluntarily. A project may occur either in the institution or within the community and may provide live work experiences as a part of a bona fide occupational education program under 18 U.S.C. § 3622(b).

As defined in Program Statement Occupational Education Programs, the term "live work" refers to a product or service produced by the student for actual use by the institution, UNICOR, or another agency. It is characterized by a specific end-product or service goal, as opposed to repetitive classroom work done for training purposes.

Work performed under community service projects may not:

- ◆ Displace regular employees, or,
- ◆ Impair existing contracts for services.

The host agency or organization is responsible for submitting documentation to the Bureau that the CSP does not displace regular employees or impair existing contracts.

Since no Bureau appropriated funds may be expended to perform a volunteer community service project, the conditions for a project occurring within the community require that the inmate meet the eligibility requirements listed in Section 9.d. Ordinarily, inmate trips for public speaking (for example, at a local high school) are not considered to be volunteer community service projects and consequently may be done under the procedures for escorted trips.

[b. An inmate may volunteer to participate in a community service project by submitting a written request for the Warden's approval. The inmate must have custody classification appropriate for the project and be otherwise eligible for the conditions of the project. The decision of the Warden to approve or disapprove an inmate's request shall be documented in writing.]

[c. An inmate may appeal the Warden's decision through the Administrative Remedy Procedure (see 28 CFR part 542).]

28 CFR part 542 refers to the Program Statement on the Administrative Remedy Program.

d. Inmate Eligibility Criteria for Off-Site Community Service Projects. The host agency or organization must provide all necessary materials and supplies required to complete the project. No Bureau appropriated funds are to be used to conduct these projects, including transportation, inmate or staff pay, or cost of materials.

An inmate, to be eligible for a Community Service Project, must:

- (1) Have "COMMUNITY" custody;
- (2) Must be within 2 years of release for day projects and within 1 year of release for overnight projects.

- (3) Have no medical restrictions or psychological conditions which would preclude the inmate from meeting the demands of the project.
- (4) Have satisfactory participation in, or completion of, financial obligations under the IFRP;
- (5) Have a detainer status of "NONE", according to the inmates current Custody Classification form (BP-338). (See the Security Designation and Custody Classification Manual for further information.);
- (6) Have no Discipline Hearing Officer (DHO) findings of guilt in the past two years;
- (7) Have no Public Safety Factor(s) as outlined in the Security Designation and Custody Classification Manual, unless waived by the Regional Director;
- (8) If applicable, have exemplary compliance with mandatory General Educational Development (GED), the English-as-a-Second-Language (ESL) programs, and the drug education course;
- (9) Have no prior history of escape or attempted escape from secure custody; and,
- (10) Volunteer for the project.

The Warden may establish additional inmate eligibility criteria for off-site Community Service Projects.

e. Inmate Eligibility Criteria for On-Site Community Service Projects, if part of an Occupational Education Program (OEP)

(1) Community Service Projects (CSP) may occur as the live work portion of an Occupational Education Program (OEP). The CSP should serve as a legitimate learning experience for the inmates and should be part of the competency-based OEP curriculum. Thus, the OEP must:

- ◆ provide job skill training, and experience,
- ◆ be accredited by a state or other recognized accreditation association or agency,
- ◆ have entrance and exit criteria for the inmates, and
- ◆ cannot guarantee any production output for the community (see the Program Statement on Occupational Education Programs).

(2) Because OEPs involve the use of appropriated funds, special rules apply to the output produced in these programs. As a general rule, if an OEP wishes to donate its product to the local community, and that output incorporates government supplied materials, then the GSA excess property regulations must be followed (i.e., 41 CFR 101 et seq.).

If, however, the sponsoring organization provides **all** the materials for the community service project, the end product may be returned directly to the sponsoring organization.

(3) Inmates must volunteer and cannot be compelled to work on a CSP as part of the OEP's live work component. As long as the OEP is conducted within the institution and the inmates enrolled are not leaving the institution to perform the community service portion of the program, inmates may receive pay and be eligible for inmate accident compensation based upon his or her OEP participation. OEP staff must maintain a list of inmates who volunteer.

(4) The community service portion of the OEP must be sponsored and developed by a government entity or nonprofit charitable organization. The request will be submitted to the institution, endorsed by the Warden, reviewed by the Regional Counsel and the Regional Education Administrator, and then approved by the Regional Director. The host organization is to submit documentation to the Bureau that the community service project does not displace regular employees or impair existing contracts for services.

10. PROCEDURES FOR PUBLIC WORKS PROJECTS AND COMMUNITY SERVICE PROJECTS

a. Public Works Projects

(1) The Warden of the institution or the Community Corrections Manager (CCM) will advise the local community of the project. (The institution's Community Relations Board may be one method of informing the community of such projects.)

(2) The Warden must ensure that a National Interagency Agreement (Attachment A) has been executed by the Bureau and Host Agency.

(3) The Project Coordinator must prepare the Request for Public Works and Community Service Projects Approval (Attachment B). Both the Warden and the Regional Counsel must approve the form prior to submitting it to the Regional Director. Normally, the Regional Director is to respond to the Warden

within 30 days. If approved, a copy of the request is forwarded to the Assistant Director, Industries, Education and Vocational Training (IE&VT).

(4) Upon Regional Director approval of BP-sxxx, the Warden or CCM will implement the local letter of agreement with the host agency and forward a signed copy to the Regional Counsel and the Assistant Director, IE&VT. (Sample wording for a local letter of agreement can be found in Attachment C. Additional restrictions may be added to this agreement to reflect the needs of that particular project.)

b. Community Service Projects

(1) The Warden of the institution or the Community Corrections Manager (CCM) will advise the local community of the project. (The institution's Community Relations Board may be one method of informing the community of such projects.)

(2) The Project Coordinator must prepare the Request for Public Works and Community Service Projects Approval (Attachment B). The form must be approved by the Warden, the Regional Counsel, and the Regional Education Administrator if the project is part of an OEP, prior to submitting to the Regional Director. The Regional Director will ordinarily respond to the Warden within 30 days. If approved, a copy of the request will be forwarded to the Assistant Director, IE&VT.

COMPARISON CHART OF PROJECTS

PUBLIC WORKS PROJECT	COMMUNITY SERVICE PROJECT
regular paid work detail	non-paid work detail/voluntary program
on-site or off-site	on-site or off-site
federal agencies only	local gov't or non-profit, charitable organizations
national agreement	no national agreement required
local agreement	no local agreement required
request to regional director	request to regional director
long term/short term	short term

11. **INMATE APPLICATION AND APPROVAL.** Inmates meeting the eligibility criteria set for Public Works Projects (Section 8) or Off-site Community Service Projects (Section 9.d.) must submit an Inmate Request to Staff form (cop-out), to his or her Unit Team for consideration. The inmate should include information regarding any skills he or she may have relative to the project.

Inmates approved for off-site Community Service Projects are released to the project via furlough and must be processed in accordance with the Furlough Program Statement. The requirements for furlough procedures will be modified to eliminate the following for CSPs:

◆ USPO notification*

* The community service project coordinator will notify the USPO in writing that a community service project will be occurring in the district, the dates, nature, length of the project, and the number of inmates involved. Notification to the sentencing district is not necessary.

◆ mode of transportation notification

◆ family contact

12. **SENTRY TRANSACTIONS.** Please refer to the SENTRY General Use Technical Reference Manual on proper coding of Public Works Projects.

13. **QUARTERLY REPORTS.** The Central Office is required to prepare a quarterly report for strategic planning purposes regarding public works and community service projects. Each institution will submit the following information to their respective Regional Office. (Each Region will designate the responsible individual who will receive these reports.) The information submitted will be for the previous quarter's activities only.

- ◆ Type of project (Public Works, Community Service Projects: off-site or on-site within an OEP)
- ◆ Name of project
- ◆ Average number of inmates involved
- ◆ Brief description of the activities, e.g., clearing brush, carpentry, etc.
- ◆ Name of host agency
- ◆ Name(s) of institution staff who can provide future updates.

The Regional Office will in turn forward these individual submissions to Central Office via BOPNet GroupWise to "**PUBWORKS**" by the fifth calendar day of the first month of the quarter (October 5, January 5, April 5 and July 5).

14. **INSTITUTION SUPPLEMENT.** Any institution seeking to participate in Public Works Projects or Community Service Projects must issue an Institution Supplement to implement this Program Statement. A copy is to be provided to the Assistant Director, IE&VT for review. Institution Supplements will establish local procedures for:

- ◆ Identifying the institution's Project Coordinator responsible for Public Works and Community Service Projects;
- ◆ Establishing procedure(s) for notifying the local community regarding impending projects;
- ◆ Identifying staff member(s) responsible for entering SENTRY transactions and outcount requirements;
- ◆ Including procedures for inmate identification while they are out on Community Service Projects, e.g., commissary card, work pouch;
- ◆ Identifying work code assignments for the different public works projects; and
- ◆ Establishing procedures for safety talks and emergency medical treatment of inmates injured while performing Community Service Projects.
- ◆ Determine how often the project representative will physically visit the work site for outside public works projects.

/s/

Kathleen Hawk Sawyer
Director

INTERAGENCY AGREEMENT

BETWEEN _____

AND

THE FEDERAL BUREAU OF PRISONS
U.S. Department of Justice
320 First Street NW
Washington DC 20534

FOR

USE OF FEDERAL PRISON LABOR
IN A PUBLIC WORKS PROJECT
NATIONAL AGREEMENT

THIS INTERAGENCY AGREEMENT, entered into, by, and between, the Director, Federal Bureau of Prisons (BOP), Department of Justice, Washington, D.C., and the Director, ---, herein after referred to as the Host Agency.

WHEREAS, Title 18 U.S.C. § 4125(a) provides that the services of United States inmates may be made available to perform the work set forth under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress; and

WHEREAS, the Host Agency will have a continuing requirement for labor to include, but not limited to, providing repair and maintenance work such as mowing lawns, painting, carpentry, cutting trees, maintaining flower beds, planting, performing custodial duties, and other similar type work; and

WHEREAS, BOP has under its custody and control a varying number of able-bodied federal inmates who can be made available for such activities, and

WHEREAS, it is to the mutual advantage of BOP and Host Agency to have these inmates performing such work.

NOW, THEREFORE IT IS AGREED:

1. **Bureau of Prisons Responsibilities:** The BOP will:

a. Select inmates capable of performing work as required;

b. Furnish routine work clothing and safety shoes to inmates;

c. Provide training for the Host Agency staff in such areas as inmate discipline, staff conduct, inmate accountability, BOP safety, and any other training which would be beneficial to the accountability of federal inmates. This training will be provided by BOP staff at no cost to Host Agency.

d. Designate a project representative who will physically visit the work site periodically;

e. Provide all inmate performance pay and job performance incentives, if applicable; and,

f. Be responsible for medical expenses of emergency treatment required by inmates. An inmate who sustains a work-related injury on a public works project may submit a claim under the Inmate Accident Compensation procedures under 28 CFR part 301.

2. **Host Agency Responsibilities:** The Host Agency will:

a. Transport inmates to and from the work site;

b. Provide special protective and safety equipment;

c. Provide tools, materials and supplies necessary to perform the work;

d. Provide technical supervision to the inmate workers. Supervisors are to be trained by Bureau staff concerning the policy requirements for volunteer/contract workers. The Program Statement on Standards of Employee Conduct should be given to each supervisor. The host agency must maintain inmate accountability through inmate detail cards furnished by the Bureau;

- ◆ This accountability requires visual contact with each inmate at least every two hours;

e. Submit monthly work reports in accordance with local institution procedures and as stated in local agreements, which must include time sheets, on each inmate, to the Bureau;

- ◆ Unusual events, such as injuries, escapes, or inmate misconduct, must be reported immediately to Bureau officials;

- f. Provide a safe and humane working environment;
- g. Provide emergency medical care and attention as necessary. Notification to the Bureau of Prisons must be made as soon as possible;
- h. Establish inmate quotas and developing job descriptions;
- i. Obtain BOP approval before changing inmate work detail assignments; and,
- j. Ensure that the work performed by inmate labor will not displace regular employees, impair existing contracts for service, or exploit inmate labor.

3. Selection of Inmates:

- a. Inmates will be selected who are suitable for work programs to be accomplished in the community.
- b. The number of inmates selected for work assignments will be negotiated as part of the local letter of agreement.

4. General Provisions:

- a. Any costs incurred by either party in implementing this agreement are the responsibility of that party.
- b. Nothing contained herein shall be construed to obligate the parties to any expenditures or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.
- c. This Interagency Agreement may be amended or terminated only by signatory concurrence of the undersigned parties or their respective designees. This Agreement will remain in effect until superseded by a new agreement, or terminated by mutual written concurrence of both parties. Either party may terminate this agreement at no cost with 60 days advance written notification of such termination.
- d. On the effective date of this Agreement, both the BOP and [the Host Agency] shall designate in writing a principle representative who will be the point of contact on all matters relating to public works projects under this Agreement. Either party may change its respective principle representative by notifying the other party in writing. In regard to a specific

public works project, each party may designate a program manager who will have authority to administer that project.

e. The parties agree that, in the event of a dispute between the parties, BOP and the [Host Agency] shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

f. This Agreement shall not affect any pre-existing or independent relationships or obligations between BOP and the [Host Agency].

g. Specific projects will be negotiated locally and described in a letter of agreement to be approved by the BOP regional office.

h. All federal inmates selected and provided under this agreement will be considered as employed as provided in 18 U.S.C. § 4126, and covered for any injury under the provisions of the Inmate Accident Compensation System, 28 CFR 301.

i. Inmates placed under this program are not federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any federal benefits such as insurance, retirement and leave.

j. Federal inmates will not be paid from Host Agency funds or receive any type of personal or private gratuity for work accomplished or services rendered.

k. All laws of the United States and rules of the BOP relating to imprisonment, transfer, control, discipline, escape, release of, or in any way affecting inmates, will apply to all federal inmates selected and provided under the terms of this agreement.

5. PERIOD OF AGREEMENT

a. This agreement becomes effective upon signature of both approving authorities.

APPROVED:

Director, Host Agency

Date _____

Kathleen Hawk Sawyer, Director
Federal Bureau of Prisons

Date _____

cc: Regional Counsel
Assistant Director, IE&VT, C.O.

FEDERAL BUREAU OF PRISONS
REQUEST FOR PUBLIC WORKS & COMMUNITY SERVICE PROJECTS APPROVAL

DATE:

TO: REGIONAL DIRECTOR - REGION

FROM: CHIEF EXECUTIVE OFFICER - LOCATION

1. PROJECT NAME & LOCATION:
2. INDICATE TYPE OF PROJECT:
☐ PUBLIC WORKS
☐ COMMUNITY SERVICE PROJECT
☐ COMMUNITY SERVICE PROJECT WITHIN AN OCCUPATIONAL
EDUCATION PROGRAM
3. HOST ORGANIZATION(S) :
4. PROJECT BEGINNING & ENDING DATES:
5. AVERAGE NUMBER OF INMATES INVOLVED:
6. DESCRIPTION OF PROJECT:
7. INMATE TRANSPORTATION ARRANGEMENTS:
8. HAS THE COMMUNITY RELATIONS BOARD, OR THE APPROPRIATE LOCAL
REPRESENTATIVE, BEEN ADVISED OF THIS PROJECT? WERE ANY
OBJECTIONS RAISED? IF SO, WHAT WERE THE OBJECTIONS?.
9. ADDITIONAL FACTORS OF INTEREST OR CONCERNS THAT THE REGIONAL
DIRECTOR SHOULD BE ADVISED OF CONCERNING THIS PROJECT:
10. FOR WHICH OCCUPATIONAL EDUCATION PROGRAM IS THIS COMMUNITY
SERVICE PROJECT A "LIVE WORK" COMPONENT?:

11. BRIEFLY DESCRIBE HOW THE "LIVE WORK" WILL ASSIST INMATES WITH DEVELOPING THE OCCUPATIONAL EDUCATION PROGRAM SKILLS.
12. IF THIS IS A COMMUNITY SERVICE PROJECT WITHIN AN OCCUPATIONAL EDUCATION PROGRAM, WHO IS PROVIDING THE MATERIALS? IF IT IS THE INSTITUTION, THEN GSA EXCESS REGULATIONS MUST BE FOLLOWED.

APPROVED: _____
WARDEN _____ DATE _____

_____ DATE _____
REGIONAL COUNSEL

_____ DATE _____
REGIONAL EDUCATION ADMINISTRATOR
(REQUIRED ONLY IF PART OF AN OEP)

_____ DATE _____
REGIONAL DIRECTOR

ORIGINAL- REGIONAL DIRECTOR
CC: REGIONAL COUNSEL
REGIONAL EDUCATION ADMINISTRATOR
WARDEN
INSTITUTION'S PROJECT COORDINATOR
INMATE PUBLIC WORKS PROGRAMS COORDINATOR, IE&VT

INTERAGENCY AGREEMENT

BETWEEN _____

AND

THE FEDERAL BUREAU OF PRISONS
U.S. Department of Justice
320 First Street NW
Washington DC 20534

FOR

USE OF FEDERAL PRISON LABOR
(LOCAL AGREEMENT)

THIS INTERAGENCY AGREEMENT, entered into, by, and between, the Warden, (institution location), Federal Bureau of Prisons (BOP), Department of Justice, Washington, D.C., and the Director, ---, herein after referred to as the Host Agency.

WHEREAS, Title 18 U.S.C. § 4125(a) provides that the services of United States inmates may be made available to perform the work set forth under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress; and

WHEREAS, the Host Agency will have a continuing requirement for labor to include, but not limited to, providing repair and maintenance work such as mowing lawns, painting, carpentry, cutting trees, maintaining flower beds, planting, performing custodial duties, and other similar type work; and

WHEREAS, BOP has under its custody and control a varying number of able-bodied federal inmates who can be made available for such activities, and

WHEREAS, it is to the mutual advantage of BOP and Host Agency to have these inmates performing such work.

NOW, THEREFORE IT IS AGREED:

1. **Bureau of Prisons Responsibilities:** The BOP will:

a. Select inmates capable of performing work as required;

b. Furnish routine work clothing and safety shoes to inmates;

c. Provide training for the Host Agency staff in such areas as inmate discipline, staff conduct, inmate accountability, BOP safety, and any other training which would be beneficial to the accountability of federal inmates. This training will be provided by BOP staff at no cost to Host Agency.

d. Designate a project representative who will physically visit the work site periodically;

e. Provide all inmate performance pay and job performance incentives, if applicable; and,

f. Be responsible for medical expenses of emergency treatment required by inmates. An inmate who sustains a work-related injury on a public works project may submit a claim under the Inmate Accident Compensation procedures under 28 CFR part 301.

2. **Host Agency Responsibilities:** The Host Agency will:

a. Transport inmates to and from the work site;

b. Provide special protective and safety equipment;

c. Provide tools, materials and supplies necessary to perform the work;

d. Provide technical supervision to the inmate workers. Supervisors are to be trained by Bureau staff concerning the policy requirements for volunteer/contract workers. The Program Statement on Standards of Employee Conduct, should be given to each supervisor. The host agency must maintain inmate accountability through inmate detail cards furnished by the Bureau;

- ◆ This accountability requires visual contact with each inmate at least every two hours;

e. Submit monthly work reports in accordance with local institution procedures and as stated in local agreements, which must include time sheets, on each inmate, to the Bureau;

- ◆ Unusual events, such as injuries, escapes, or inmate misconduct, must be reported immediately to Bureau officials;

- f. Provide a safe and humane working environment;
- g. Provide emergency medical care and attention as necessary. Notification to the Bureau of Prisons must be made as soon as possible;
- h. Establish inmate quotas and developing job descriptions;
- i. Obtain BOP approval before changing inmate work detail assignments; and,
- j. Ensure that the work performed by inmate labor will not displace regular employees, impair existing contracts for service, or exploit inmate labor.

3. Selection of Inmates:

- a. Inmates will be selected who are suitable for work programs to be accomplished in the community.
- b. The number of inmates selected for work assignments will be negotiated as part of the local letter of agreement.

4. General Provisions:

- a. Any costs incurred by either party in implementing this agreement are the responsibility of that party.
- b. Nothing contained herein shall be construed to obligate the parties to any expenditures or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.
- c. This Interagency Agreement may be amended or terminated only by signatory concurrence of the undersigned parties or their respective designees. This Agreement will remain in effect until superseded by a new agreement, or terminated by mutual written concurrence of both parties. Either party may terminate this agreement at no cost with 60 days advance written notification of such termination.
- d. On the effective date of this Agreement, both the BOP and [the host Agency] shall designate in writing a principle representative who will be the point of contact on all matters relating to public works projects under this Agreement. Either party may change its respective principle representative by notifying the other party in writing. In regard to a specific

public works project, each party may designate a program manager who will have authority to administer that project.

e. The parties agree that, in the event of a dispute between the parties, BOP and the [Host Agency] shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

f. This Agreement shall not affect any pre-existing or independent relationships or obligations between BOP and the [Host Agency].

g. Specific projects will be negotiated locally and described in a letter of agreement to be approved by the BOP regional office.

h. All federal inmates selected and provided under this agreement will be considered as employed as provided in 18 U.S.C. § 4126, and covered for any injury under the provisions of the Inmate Accident Compensation System, 28 CFR 301.

i. Inmates placed under this program are not federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any federal benefits such as insurance, retirement and leave.

j. Federal inmates will not be paid from Host Agency funds or receive any type of personal or private gratuity for work accomplished or services rendered.

k. All laws of the United States and rules of the BOP relating to imprisonment, transfer, control, discipline, escape, release of, or in any way affecting inmates, will apply to all federal inmates selected and provided under the terms of this agreement.

PERIOD OF AGREEMENT

a. This agreement becomes effective upon signature of both approving authorities.

APPROVED:

_____	DATE _____	_____	DATE _____
Warden, Institution		Director, Host Agency	

cc: Regional Counsel
Assistant Director, IE&VT, C.O.