

REPORT TO THE  
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**A Performance Audit  
of  
Utah's Jail Contracting Program**

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# Digest of A Performance Audit of Utah's Jail Contracting Program

## Chapter I: Introduction

The jail contracting program is used by the Department of Corrections (UDC or department) as a way to alleviate prison overcrowding by placing state inmates in county jails. The department decides which state inmates they want to send to county jails. However, a clause in the jail contract allows the jails to reject any state inmate that is offered to them.

## Chapter II: Past UDC Contract Management Inadequacies Contributed to Jail Escapes

**UDC Should Have Ensured That Security Problems at Some Jails Were Corrected.** In some cases, the department was aware of security and operational concerns at a few of the contract county jails, but then did not ensure that improvements were made. The concerns went uncorrected primarily because the department: 1) had not adequately defined their authority in the contract, 2) did not conduct adequate monitoring, and 3) did not follow up with and enforce remedies to the deficiencies in the jails. In the past four years, at least eight notable security or operational problems have occurred—to some extent—because of the department's inadequate management of the jail contract. Further, for many years, past UDC management had not made needed improvements to the program. Consequently, current UDC management has inherited a system that is in need of significant improvement.

## Chapter III: Jail Contract Requirements Need Review

**The Jail Contract Should Be Linked to a Measurable Standard.** The current jail contract does not adequately require the jails to meet basic performance standards or clearly establish the department's expectations. Performance measurements are needed in the contract to help ensure the jails are operating at an acceptable level. Each contracted jail should be required by the contract to be held to a measurable standard that is set forth in the county jails' policies and procedures. We recommend that UDC choose and require a competent measurable standard. We further recommend the department devise a grading/scoring system to better communicate and correct any contract noncompliance.

**Other Technical Clarifications Should Be Made to the Jail Contract.** Along with tying the jail contract to specific performance measures, the department could improve the contract by clarifying or adding other procedural and operational amendments. For example, the department should clarify its access to jails' standards and policies, disciplinary action

records, inmate grievance records, and so forth. Clarifying these contract clauses can better explain UDC's authority over and expectations of the jails. We recommend that UDC revise the contract to include the above-mentioned provisions.

**Chapter IV:  
Jail Contract  
Monitoring Can  
Improve**

**UDC Has Not Adequately Monitored Its Jail Contract.** UDC made a number of efforts to monitor its contracts with jails, but we do not believe these efforts to be adequate. A primary reason for the department's monitoring shortfall is the incongruent monitoring system that was implemented. The department utilized several entities within the department to review and monitor the jail contracts, but these efforts lacked enforcement and were incomplete. It appears that current UDC management is beginning to implement a new system of monitoring, but it has not been verified. We recommend that UDC assign contract monitors the responsibility of continuously monitoring the jail contract.

**UDC Should Improve the Management of Jail Contracting.** UDC can better manage some critical aspects of the jail contracting process. The department can benefit by instituting basic management systems and processes to oversee and control the jail contracting program. We recommend that UDC improve the management over jail contracting by implementing inmate screening policies, better tracking program outcomes, better measuring the performance of the jail contracting program, and implementing an extra-capacity plan.

**Chapter V:  
Jail Contract  
Enforcement  
Needed**

**UDC's Enforcement Is Inadequate.** Implementation of recommendations from contract monitoring and jail inspections has not been adequate. Inadequate enforcement is largely due to the poor system of coordination utilized by past department management. It appears staff at UDC were not aware of who was responsible for follow-up on jail contracts.

**UDC Should Develop a Corrective Action Plan.** The department should develop a coordinated enforcement program for its jail contracts, which includes a system to document contract noncompliance; a specific enforcement plan, which includes both unannounced and scheduled inspections; and a corrective action plan that denotes the consequences of noncompliance. The corrective action plan will help the department formalize and standardize their enforcement response. When added to the jail contract, the corrective action plan can clearly communicate expectations to counties.

# Table of Content

## Page

Digest .....	i
Chapter I	
Introduction. ....	1
Audit Scope and Objectives. ....	7
Chapter II	
Past UDC Contract Management Inadequacies Contributed to Jail Escapes. ....	9
UDC Should Have Ensured That Security Problems at Some Jails Were Corrected.. ....	10
Chapter III	
Jail Contract Requirements Need Review.....	21
The Jail Contract Should Be Linked To a Measurable Standard. . . .	21
Other Technical Clarifications Should Be Made to the Jail Contract. ....	25
Jails Not Adhering to Standards Have Allowed Some Security Concerns.. ....	26
Recommendations. ....	28
Chapter IV	
Jail Contract Monitoring Can Improve.....	29
Monitoring Should Be a Standard Component of Contracts. . . . .	29
UDC Has Not Adequately Monitored Its Jail Contracts. . . . .	32
UDC Should Improve the Management of Jail Contracting.. . . .	38
Recommendations. ....	43

**Table of Contents (Cont)**

	<b>Page</b>
Chapter V	
Jail Contract Enforcement Needed. . . . .	45
UDC's Enforcement Is Inadequate. . . . .	45
UDC Failed to Obtain and Utilize Management Information. . . . .	49
UDC Should Develop A Corrective Action Plan. . . . .	51
Recommendation. . . . .	53
Agency Response. . . . .	55

# Chapter I

## Introduction

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**Inadequate contract oversight has contributed to some jail escapes and other operational problems.**

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The Utah Department of Corrections (UDC or department) has not been adequately overseeing the contracts of inmates housed in county jails. Inadequate contract oversight has contributed to some jail escapes and other operational problems. Fortunately, many county jails independently operate at a high level and have not experienced significant security or operational problems. Nevertheless, because of the severe risk of even one jail escape, it is imperative that UDC increase their oversight over all county jails to help ensure similar events do not occur in the future.

This report outlines three key areas where the department should improve in order to provide better oversight to county jails that house state inmates and to better protect public safety. UDC should:

- Revise the jail contract to include clear performance measures and clarify certain provisions in the jail contract (Chapter III).
- Better monitor each county's compliance with the jail contract and improve the overall management of the jail contract (Chapter IV).
- Improve follow-up and enforcement of recommendations to correct deficiencies that are identified during contract monitoring (Chapter V).

Chapter II discusses public safety and operation incidents that have occurred in recent years. We believe these incidents are partially due to UDC's failure to properly address the three areas mentioned above.

This chapter provides introductory information on the jail contracting program, as well as a brief history of its policy changes over the years. Legislators asked us to review aspects of the jail contracting program, which we outline in the Scope and Objectives section of this chapter.

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**Under the jail contracting program, an individual is sentenced to prison, then later transferred to a county jail under a written contract between UDC and the jail.**

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## **Jail Contracting Differs From Jail Reimbursement**

Currently, there are not enough beds in the prison system to house all state inmates. Consequently, contracting with county jails to house state inmates is a method the state uses to manage the prison population. The department decides which state inmates they want to send to county jails. (Under jail reimbursement, individuals are sentenced to county jails and, therefore, counties must accept and house the inmates.) Until recently, the department had no formal screening criteria to determine which inmates could be placed in these jails (discussed more in Chapter IV). A clause in the written contracts allows the jails to reject any state inmate that is offered to them. Figure 1.1 summarizes some of the primary differences between jail reimbursement and jail contracting.

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**Figure 1.1 Jail Contracting Compared to Jail Reimbursement.** Jail contracting differs from jail reimbursement in both the status of the inmate and the reimbursement rate received by the counties.

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<b>Aspects of Programs</b>	<b>Jail Contracting</b>	<b>Jail Reimbursement</b>
Sentencing	Felony conviction	Felony conviction
Inmate status	Inmate sentenced to prison but housed in a county jail under a contract between UDC and the county	Inmate sentenced to county jail by court for 365 days or less, as a condition of probation
County payment rate	70% of state daily incarceration rate (\$45.00)	42.1% of state daily incarceration rate (\$27.10)

**Housing State Inmates in Jail Can Be Beneficial.** Besides alleviating prison overcrowding, housing inmates in a county jail rather than in the state prison has several benefits. First, it is less expensive for the state to house inmates in county jails. For fiscal year 2009, the Legislature set the average cost of housing state inmates in county jails at \$45 per inmate day. This amount is significantly less than the current cost of housing inmates in the state system, which is about \$70 a day. Second, UDC reports some benefit to inmates and their families. Inmates can request to be sent to a county jail that is closer to family through UDC's regionalization program. Finally, county jails provide UDC alternative housing for protective custody inmates, or those inmates who are at risk when housed in prison. It is important to note that the number of

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**Some benefits exist in housing state inmates in county jails.**

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Through jail contracting, counties can build newer facilities and bring jobs into rural areas.

inmates in the regionalization and protective custody programs is relatively small.

The jail contracting program is also beneficial to the counties. The program helps smaller counties build newer facilities that otherwise may not have been economically feasible. The program can also bring in jobs and development into the rural areas of the state. For the larger counties, the jail contracting program fills a few beds that might have otherwise been empty.

### Utah’s Jail Contracting Program Is Unique Among Surrounding States

Utah’s jail contracting program is unique among other surrounding states, in that most western states do not heavily contract with county jails to house state inmates. Utah, on the other hand, has about 20 percent of the state inmate population in county jails. The only other states we could find that have similar populations in county jails were primarily in the South. Louisiana has about 44 percent, Kentucky 30 percent, and Tennessee 25 percent. However, it appears that some differences exist with their programs and Utah’s program, which makes strict comparisons difficult. Figure 1.2 shows how Utah compares with surrounding states.

**Figure 1.2 Utah Jail Contracting Percentage Compared with Surrounding States.** Utah has a much higher percentage of state inmates in county jails than surrounding states; however, Utah has a much smaller percentage of inmates in private facilities.

State	2006 Percent of State Inmates Held in County Jails	2006 Percent of State Inmates Held in Private Prisons	2006 Prisoners Per Capita (per 10,000 Residents)
Utah	20.70%	0.00%	25.22
Idaho	6.40	27.00	48.58
New Mexico	2.10	44.10	33.97
Colorado	1.90	21.60	47.29
Nevada	1.10	0.00	51.70
Wyoming	1.00	37.00	41.05
Arizona	.10	14.50	58.21

Source: U.S. Bureau of Justice Statistics



**Most surrounding states utilize private prisons rather than contracting with county jails.**

Most surrounding states utilize private prisons rather than contracting with county jails. In fact, Utah’s use of county jails is 14.3 percent higher than Idaho, the next closest state. Another interesting difference between Utah and surrounding states is that Utah has the lowest per-capita incarceration rate.

**Most Counties Contract Jail-Bed Space to the State.** Of the 29 counties in Utah, only eight do not participate: Salt Lake, Utah, Tooele, Emery, Rich, Morgan (no jail), Piute (no jail), and Wayne (no jail). Figure 1.3 shows the 21 counties that contract with the state and the percentage of each jail’s total capacity that is committed to the state.

**Figure 1.3 Counties Participating in the Jail Contracting Program.** Data from UDC shows that most counties participate, though the percent of participation varies.

County	Total Capacity	State Beds	% State Beds	County	Total Capacity	State Beds	% State Beds
Beaver	400	370	93%	Summit	103	23	22%
Garfield	110	97	88	Cache	360	70	19
Daggett	86	60	70	Box Elder	168	24	14
San Juan	103	70	68	Davis	800	100	13
Wasatch	88	52	59	Juab	62	8	13
Duchesne	172	100	58	Sanpete	44	5	11
Kane	21	11	52	Grand	50	5	10
Millard	115	57	50	Carbon	85	7	8
Sevier	148	70	47	Weber	1,186	95	8
Uintah	104	32	31	Iron <sup>1</sup>	333	10	3
Washington	502	130	26				

Source: UDC as of May 2008

1. Iron County is in the process of contracting for 10 beds.

As this figure shows, county participation in the jail contracting program varies. Beaver County has the highest utilization rate at 93 percent, and Iron County has the lowest utilization rate at 3 percent.

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**Some county jails rely on the jail contract to operate and maintain their jails.**

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**Some County Jails Rely on the Jail Contracting Program.** As shown in Figure 1.3, there are two categories of counties that contract with the state. The first category is comprised of counties that primarily incarcerate county inmates and use the jail contract to supplement county revenue. Counties in the second category fill half or more of their beds with state inmates and rely on state-funded beds to operate their jails. Eight of the 21 counties involved in the jail contracting program have nearly half or more of their beds committed as state beds. Beaver County, for example, has committed 93 percent of its beds to state inmates. In the foreseeable future, it is not likely that Beaver County will utilize 400 beds for county inmates. On the other hand, Davis and Weber counties, for example, plan on growing into their jails and will eventually have to cease contracting with the state.

It should also be noted that any remaining county-bed availability shown on the previous chart does not necessarily mean those beds are filled with county inmates. Some counties contract with the federal government to house federal inmates.

### **History of the Jail Contracting Program**

The jail contracting program has undergone several changes since it first began in the early 1980s. Many of the changes involved alterations in program funding, and growth in the program. The following timeline shows the significant changes that have occurred during the history of the jail contracting program.

<b>Year</b>	<b>Description</b>
1983 - 1984	Six inmates were housed in county jails.  According to UDC, jail contracting started as a protective custody program, or as a way to protect certain inmates who were in danger in prison. It appears UDC had no formal contracts in place with the counties that were part of the protective custody program.
1985 - 1989	A contract was established with the counties to house state inmates that were serving a sentence in the prison. More inmates were contracted out to the county jails. Reportedly, it was during this time the jail contracting program began to be a revenue source for counties to build or expand their jails.

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**According to UDC, jail contracting started as a way to protect certain inmates who were in danger while in prison.**

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**Jail contracting increasingly became a way to alleviate the prison's space concerns.**

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- 1992 - Because of overcrowding in the prison, jail contracting  
1997 increasingly became a way to alleviate the prison's space concerns.
- 1997 - Reportedly, UDC openly encouraged the jails to participate in  
2001 the contracting program as a way to alleviate prison overcrowding. Some counties also saw the jail contracting program as economic development for their counties, or as a way to upgrade an older jail facility.
- 1999 House Bill 118 in the 1999 General Legislative Session connected the jail reimbursement and jail contracting programs by establishing a core rate that applied to both programs. Counties were paid 100 percent of the core rate for housing inmates under both programs.
- 2001 The Legislature began formally approving new jail contracting beds through joint resolutions.
- 2002 House Bill 319 in the 2002 General Session changed funding to the jail reimbursement program from 100 percent to 70 percent of the core rate. Jail contracting funding remained at 100 percent of the core rate.
- 2007 House Bill 438 in the 2007 General Session repealed the use of the core rate and enacted the "state daily incarceration rate" to set the rates for jail contracting and jail reimbursement. H.B. 438 stipulates that county jails be paid 70 percent of the state daily incarceration rate (jail reimbursement is paid at 50 percent of the state daily incarceration rate).
- 2008 For fiscal year 2009, \$24 million was appropriated to the jail contracting program. An estimated 1,400 state inmates, or 22 percent of the prison population, will be housed in county jails.

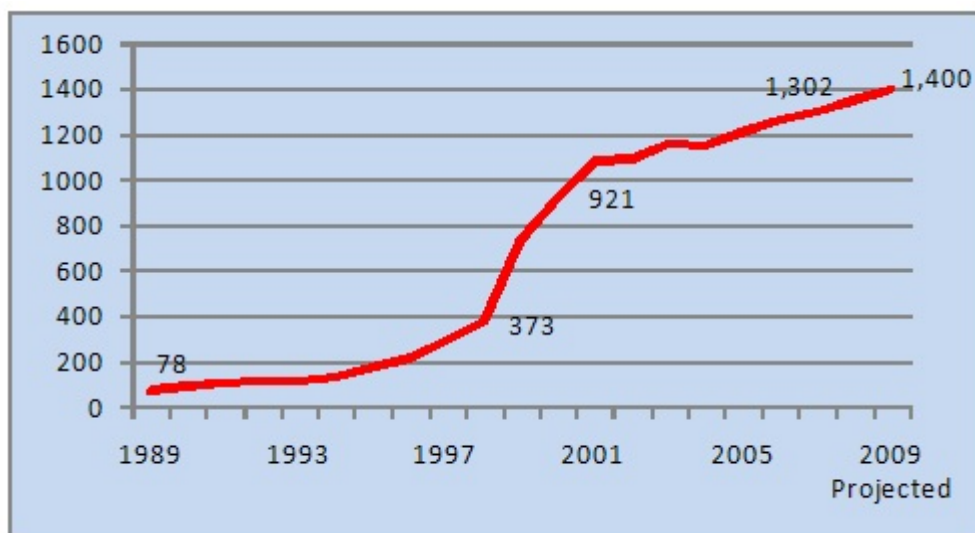
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**An estimated 1,400 state inmates, or 20 percent of the prison population, will be housed in county jails in fiscal year 2009.**

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As this history shows, the jail contracting program has been funded at various levels since its inception, and it has greatly increased in size and scope. Figure 1.4 shows how the jail contracting program has grown over time.

**Figure 1.4 Historical Numbers of Inmates in the Jail Contracting Program.**



Source: UDC

Shown in Figure 1.4, the jail contracting program has grown from 78 inmates in 1989 to over 1,300 in 2008. With this growth of state inmates in county jails, funding for the jail contracting program has also increased.

## **Audit Scope and Objectives**

We were asked to audit the state's jail contracting program and address concerns raised by the Legislature. The scope of our audit included the following objectives:

- Review the written jail contracts for sufficiency and completeness.
- Evaluate the monitoring and managing efforts completed by the department, including what methodologies and policies UDC has implemented.
- Review enforcement and follow-up completed by the department, including a review of methods used to ensure the safety and security of state inmates incarcerated in county jails.

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## **Chapter II**

# **Past UDC Contract Management Inadequacies Contributed to Jail Escapes**

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**Deficient contract management by UDC has, in some cases, contributed to jail escapes.**

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The Utah Department of Corrections (department or UDC) has been deficient with certain aspects of jail contract management. In some instances, the deficient management has contributed to jail escapes and other security concerns at the jails. Recently, a number of dangerous state inmates have escaped from county jails. In at least one instance, escaped inmates greatly compromised public safety.

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**Fortunately, many jails have operated independently without serious or reoccurring incidents.**

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It is the responsibility of jail management to operate a secure, operationally sound jail facility. It is the responsibility of UDC to monitor the jail contract and remove state inmates when jails are not secure or operationally sound. In the absence of sufficient oversight by UDC, it is fortunate that many county jails have independently operated securely without serious or reoccurring incidents. Even some of the jails that have had recent security concerns in their facilities appear eager to continually improve security in their facilities, and there are signs that this is occurring.

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**Current UDC management has inherited a system in need of significant improvement.**

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Nevertheless, to reduce the risk of future inmates escaping from county jails, much improvement must be made in the way UDC manages the jail contract. For many years, UDC has not made improvements to the way it provides oversight to jails that house state inmates. Past department directors have not ensured that the jail contracting program grew in sophistication as the number of inmates in the program also grew. Consequently, the sophistication of the contract, monitoring conducted, and follow-up completed are antiquated and do not satisfy the demands of the current program. Current UDC management has inherited a system that is in need of significant improvement, and some improvements may take time to implement.

This report highlights three primary areas where improvement is needed. Improvement in these areas can reduce the risk of future security and operational problems at the jails. Each area is covered in a subsequent chapter. The three areas are enhancing the jail contract (Chapter III), improving monitoring of the contract (Chapter IV), and increasing contract enforcement (Chapter V). The remainder of this chapter details

the problems that have occurred in the past, partially due to insufficient contract management by the department.

## **UDC Should Have Ensured That Security Problems at Some Jails Were Corrected**

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**UDC was aware that some jails had security and operational concerns but did not ensure improvements were made.**

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In some cases, the department was aware of security and operational concerns at a few of the contract county jails, but then did not ensure that improvements were made. The concerns went uncorrected primarily because the department: 1) had not adequately defined their authority in the contract, 2) did not conduct adequate monitoring, and 3) did not follow up with and enforce remedies to the deficiencies in the jails.

In the past four years, at least eight notable security or operational problems have occurred—to some extent—because of the department's inadequate management of the jail contract. The following list briefly describes each of these eight examples.

- Escape by a state inmate convicted of rape and kidnapping from Beaver County Jail in October 2007 (discussed further in Chapter IV).
- Escape by two state inmates convicted of murder from Daggett County Jail in September 2007.
- Escape by a state inmate convicted of manslaughter from the Garfield County Jail in August 2007 (discussed further in Chapter V).
- Sexual misconduct committed against two female state inmates by staff of the Washington County Jail in March 2006.
- Escape by three county inmates from the Daggett County Jail in July 2004, which resulted in 11 state inmates obtaining and using methamphetamine.
- Escape by a state inmate convicted of aggravated robbery from the Duchesne County Jail in July 2004.
- Multiple fire, life, and safety violations by some county jails that were repeatedly identified, but not corrected.
- UDC mandated inmate-to-staff ratio was challenged by one county. However, the vagueness of the jail contract did not allow UDC to enforce this staff ratio.

The next two sections provide more information on some of these examples. Significant detail is given on the Daggett County example because it illustrates the greatest public safety risk and one of the most significant lapses of contract management by UDC.

### **Daggett County Escapes Might Have Been Avoided if Past UDC Management Required Needed Security Improvements**

As will be discussed more in Chapters IV and V, UDC has not adequately monitored and enforced the jail contract. In the case of the Daggett County Jail, the department's lack of enforcement left security concerns uncorrected.

It appears that Daggett's security problems had been present for some time. UDC staff conducted a post-incident security review of the Daggett jail in 2004 after a jail escape. In the 2006 fire, life, and safety jail review, the staff noted reoccurring security concerns. Unfortunately, as discussed more in the remainder of the report, we could find little evidence that suggests UDC actively followed up to ensure correction of the security violations. Indeed, the security problems were still present in 2007 when two state inmates convicted of murder escaped the facility. Figure 2.1 illustrates the major security breaches and notable UDC reviews that went unheeded.

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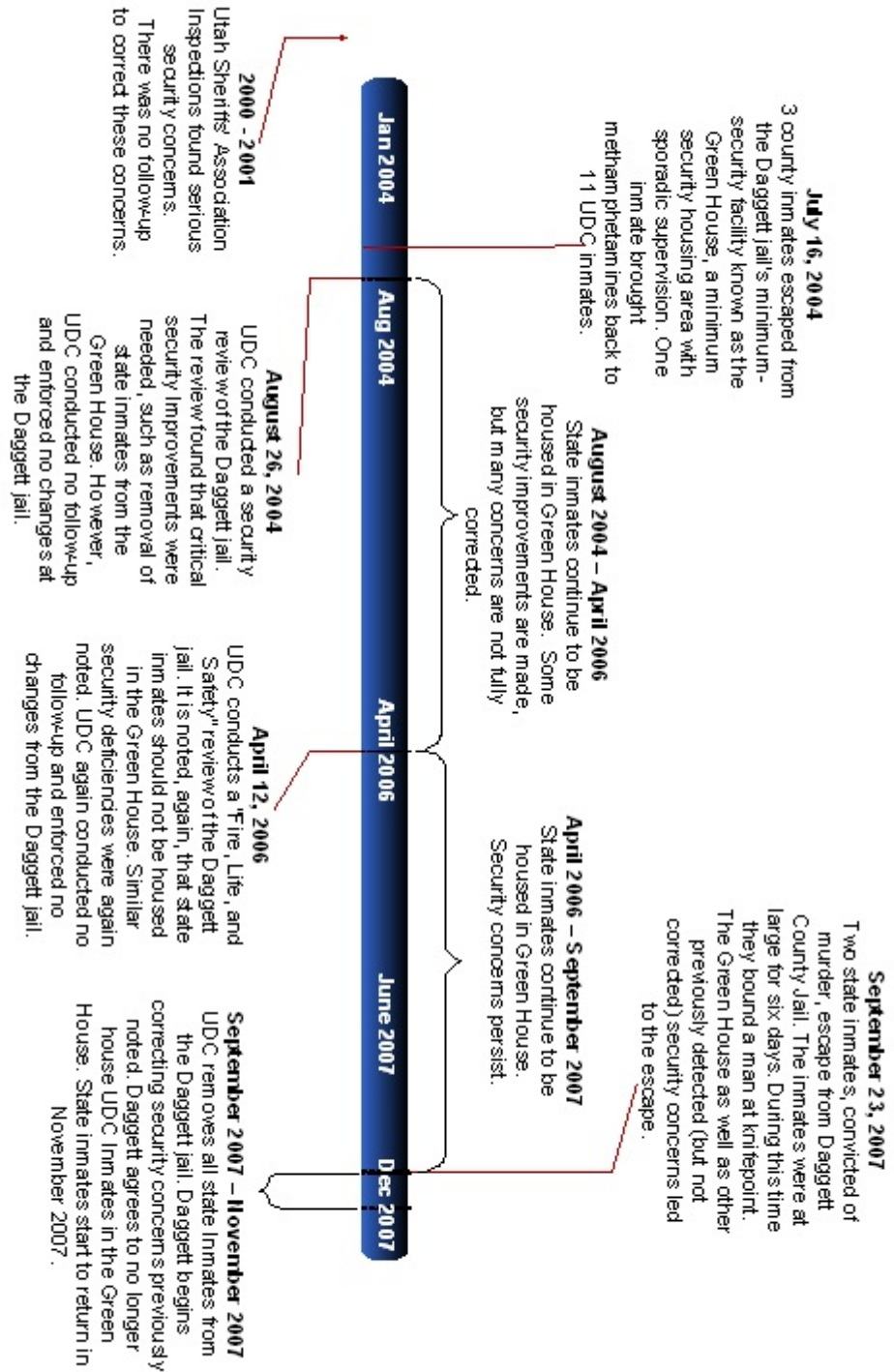
**The Daggett jail's security problems were identified, but it appears little effort was made to correct the problems.**

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The timeline shows UDC's was aware of problems at Daggett jail, but still left state inmates in the facility.

**Figure 2.1 Notable Security Threats and Enforcement Inadequacies Existed at Daggett Jail Since 2001.** The following timeline shows that UDC was aware of security problems at Daggett jail, but did not ensure they were corrected. The noted security concerns directly led to the jail escapes in 2004 and 2007.



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**Inmates escaped from the Daggett jail in 2004. Security problems leading to that escape persisted into 2007.**

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**Inmates reported to UDC after the 2007 escape that security lapses were known among the inmates.**

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Had the department removed inmates sooner and enforced the necessary security changes, the escapes might have been prevented.

**Uncorrected Security Concerns Led to Escapes in 2004.** In July 2004, three county inmates escaped from the jail by climbing an unmonitored perimeter security fence in a minimum security area known as the “Green House.” The Green House is the former residence of a previous sheriff and was used to house about 20 state inmates. Of the three inmates who escaped, two fled in a vehicle to the local marina, and the other inmate returned with methamphetamine and distributed the drugs to 11 state inmates.

In talking with officials at UDC and the Utah Sheriffs’ Association, we were able to determine that security concerns were known by UDC, but they were not corrected. However, we were not able to document a security review by UDC at the Daggett jail until 2004, shortly after the escapes. UDC officials indicated informal inspections were conducted and security threats known, but they were never documented. UDC should have been documenting reviews completed and following up to ensure that any noted deficiencies were corrected. We were also able to locate only one copy of a Utah Sheriffs’ Association inspection completed in 2000.

An official involved in the sheriffs’ association inspections told us that security concerns were identified as early as 2001. This official reported that it was common knowledge with UDC and other sheriffs that the Daggett jail had some notable security deficiencies, but they were not corrected. In fact, one of the inmates who escaped told a UDC investigator in the post-incident review that inmates were aware of the jail’s security weaknesses. The inmate told the investigator that he “overheard other inmates discussing how easy it would be to escape.”

**UDC Conducted a Security Review of Daggett Jail After 2004 Escapes but Did Not Enforce the Recommendations.** A month after the escape, UDC staff conducted a post-incident review at the request of UDC’s executive director. The security review found that the Daggett jail facility had critical security concerns that needed correction. Some of the notable security concerns included:

- The use of an unsecured housing facility termed the Green House
- Inadequate jail security hardware

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**The Green House, or a minimal security housing area, was known to create significant security concerns, yet UDC allowed state inmates to be housed there.**

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**Daggett security concerns were again reported in 2006. It appears little effort was made by UDC to correct the security issues, and state inmates continued to be sent to the jail.**

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**Known, but not corrected, security problems led to the 2007 jail escapes.**

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- Lax jail management and insufficient supervision

The report noted the following specific concerns relating to the Green House:

[The Green House is only monitored] directly, on an intermittent basis. . . . The area is not directly or constantly supervised for medical lay-ins [inmates under medical assistance] or on weekends, holidays or other times of the day.

Further, the housing of inmates in the Green House facilitated movement between the Green House and the jail facility. This movement was not properly supervised and allowed inmates of various classification levels access into less secure areas.

Due to these concerns with the Green House, UDC recommended to the previous executive director that UDC “house no state inmates in the . . . Green House facility.” Unfortunately, this recommendation was not heeded by the previous executive director. Some security improvements were completed after this review, but the facility still had multiple uncorrected security concerns.

**In 2006, Security Concerns at Daggett Jail Were Again Left Uncorrected.** UDC staff again noted some security concerns in the 2006 fire, life, and safety jail inspection; chief among them was the use of the Green House. Speaking about the security concerns; UDC staff wrote:

UDC offenders are being housed . . . in the Green House. This area is not managed and monitored by direct and constant staff supervision. . . . This supervision may be further taxed by staff having little correctional experience, turnover vacancies and a facility, which often operates at or near capacity.

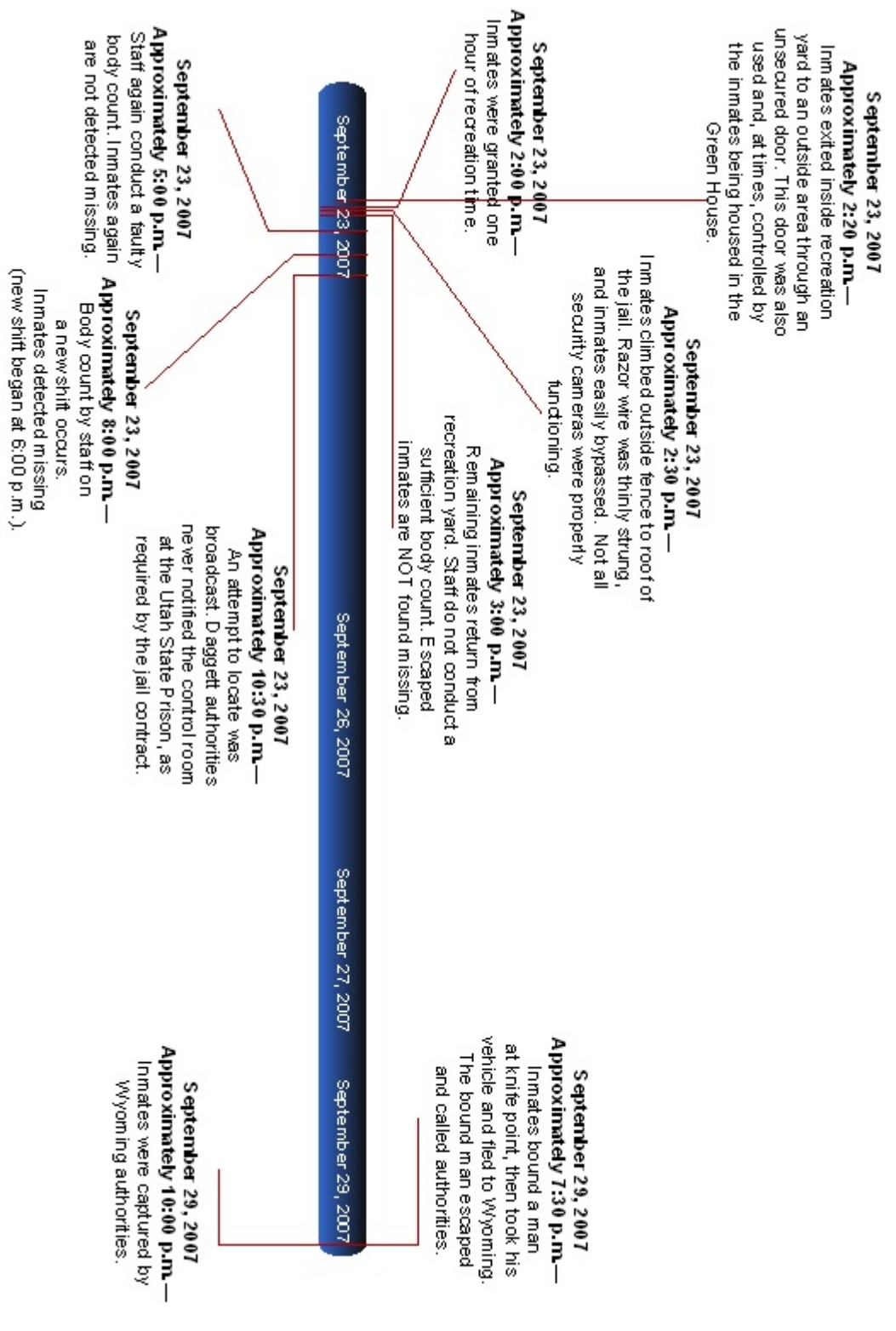
UDC staff again suggested that either the Green House be closed or direct and constant supervision of the area be maintained by the jail. However, inmates continued to be housed there without the needed security improvements in place.

**Two Inmates Escaped from Daggett Jail in 2007.** It appears UDC management required little improvement from the Daggett jail over the course of several years and multiple reviews. Consequently, little

improvement was made, and UDC management continued to send state inmates to the Daggett facility. The uncorrected security problems led directly to two state inmates, convicted of murder, escaping from the Daggett jail in September 2007.

In September 2007, the two state inmates walked through an unlocked and insufficiently monitored door that led to the Green House. The inmates then climbed an unalarmed fence and escaped. The two inmates were at large for six days and bound a man with duct tape at knifepoint before being apprehended by Wyoming authorities. The timeline for major events leading to the escape is shown in Figure 2.2.

**Figure 2.2 Previously Reported Security Problems Led to Daggett Jail Escapes in 2007.** Security problems that had been identified by UDC staff, but uncorrected by the jail and UDC management, contributed to the 2007 escapes.



Two inmates convicted of murder escaped the Daggett Jail and the escape went undetected for over five hours.

**Identified but Uncorrected Security Problems at Daggett Jail Led to The 2007 Escapes.** Previous UDC inspections and management observations identified at least three security problems that led to the 2007 escapes. These concerns and their consequences are listed below:

- **Unsecured Housing Facility (Green House)** – The existence of the Green House, and the consequent inmate travel from the Green House to the jail, minimized the security of what was supposed to be a secure door located in the inside recreation yard. At times, inmates controlled the door and had the ability to prop the door open. The escaped inmates used this door, which was not properly secured, to flee the facility.
- **Insufficient Security Equipment** – The fence that the inmates climbed over to gain access to the jail’s roof did not have sufficient razor wire and was not properly equipped with sensors that would have sounded an alarm in the control room signaling an escape was occurring. Also, not all security cameras were working, so the cameras did not detect which direction the inmates fled.
- **Lax Jail Management, Insufficient Supervision, Inexperienced Correction Officers** – Problems with lax jail management, insufficient supervision and inexperienced officers led to the improper supervision of inmates in the recreation yard. After the escape these problems led to faulty body counts being conducted, which afforded the inmates five and one-half hours before being detected missing.

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**The Daggett jail escapes clearly illustrate the consequences of poor contract management.**

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**Along with the Daggett jail escape, several other incidents have occurred that relate to insufficient contract management by UDC.**

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The 2007 escapes from the Daggett County Jail clearly exemplify the consequence of not properly overseeing and managing state inmates in county jails. However, we found that other notable events have also occurred due to UDC’s poor contract management.

### **Poor UDC Oversight Has Contributed To Other Concerns at County Jails**

As previously described in the example with Daggett County, UDC can improve its contract management and enforcement with county jails. The following examples illustrate other concerns that might have been avoided with better contract monitoring by UDC.

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**Some fire, life, and safety issues continued on year to year. UDC should have required the jails to correct these concerns.**

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- **Duchesne Jail Escape**, July 2004 – A state inmate convicted of aggravated robbery escaped through an unsecured kitchen door and over an unmonitored perimeter fence. A UDC post-incident review concluded that poor jail security hardware and insufficient supervision apparently contributed to the escape. UDC could have been more diligent in rectifying these concerns.
- **Sexual Misconduct**, discovered in March 2006 – Washington County Jail staff sexually exploited two female state inmates over a five-year period. UDC internal auditors concluded that ineffective staff supervision and deficiencies in UDC’s monitoring of the jail contract may have contributed to the conditions that allowed the sexual abuse to go undetected.
- **Scope of Authority**, November 2007 – The jail contract was not adequate in identifying UDC’s scope of authority over state inmates in county jails (discussed more in Chapter III). Prompted by two state inmates walking away from a state road crew and other general security concerns, UDC ordered all state inmate road crews (operated by the prison and the jails) to temporarily shut down while security measures were reviewed. However, the vagueness of the jail contract did not allow UDC to enforce this order. The Washington County Sheriff ordered state inmate road crews back to the streets.
- **General Fire, Life, and Safety Concerns Have Not Been Corrected** – Between 2002 and 2006 each of the contract jails was inspected annually, principally for compliance to fire and life safety standards. Some notable deficiencies continued on from year to year that UDC should have required to be corrected, and for the most serious violations UDC should have removed inmates. These deficiencies included not routinely checking fire extinguishers, not properly securing medicine and medical syringes, and storing oil and volatile solvents in boiler rooms.

### **To Reduce Risk of Future Escapes, UDC Should Improve Oversight of Contracted State Inmates**

UDC must improve its oversight over county jails that house state inmates. UDC’s past oversight system has not sufficiently controlled security and operational risks of state inmates in county jails. A recent

internal audit also verified UDC's poor oversight over county jails. The internal audit found that much improvement is needed in the way UDC oversees state inmates in county jails. The UDC internal audit stated:

. . . It appears poor contract standards and deficient oversight have become the accepted norm for doing business. This norm has contributed to the conditions that allowed inmates to simply walk through unlocked doors and climb over perimeter fencing to escape . . . this norm also contributed to a county's decision to override the UDC Executive Director's directive that mandated a minimum oversight [ratio] . . . on road crews.

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**The remaining chapters of the report will outline three critical areas UDC should correct to improve jail contract management.**

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The next three chapters will outline three critical areas that UDC should improve to bolster contract management. These areas are:

- UDC should improve the language in the jail contract to include clear performance measures, adequate security standards, and clarify certain expectations and desired procedures (Chapter III).
- UDC should better monitor the counties' compliance with the jail contract and improve certain management areas pertaining to state inmates in county jails (Chapter IV).
- UDC should improve its follow-up and enforcement of concerns that are identified during monitoring (Chapter V).

We believe that improvements in these three areas will greatly enhance the department's oversight of state inmates located in county jails.



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## **Chapter III Jail Contract Requirements Need Review**

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**The current jail contract is not sufficient, which has led to some security and operational concerns involving state inmates.**

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The current jail contract is insufficient in some key areas. The inadequate jail contract has led to insufficient control and monitoring of the contract with county jails, which has led to security and operational concerns discussed in Chapter II. The Utah Department of Corrections (UDC or department) should rewrite the contract to contain at least the following items:

- A requirement that jails match their security and operational policies and procedures to a measurable standard
- New clauses, or revisions to current clauses, that will improve clarity on various technical items (e.g., inmate grievance reporting requirements and UDC access to jail facilities) and better communicate UDC's expectations and oversight
- A clear monitoring program consisting of dedicated, independent contract monitors (Chapter IV)
- An enforcement protocol that has set expectations and consequences for noncompliance (Chapter V)

These additions to the jail contract should provide UDC with the additional strength and clarity needed to properly manage state inmates in county jails.

### **The Jail Contract Should Be Linked To a Measurable Standard**

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**The department should require contracted jails to be held to a measurable standard.**

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The current jail contract does not adequately require the jails to meet basic performance standards, or clearly establish the department's expectations. Performance measurements are needed in the contract to help ensure the jails are operating at an acceptable level. Each contracted jail should be required by the contract to be held to a measurable standard that is set forth in the county jails' policies and procedures. UDC should

then require, in contract, access to the entirety of the jails’ policies and procedures.

Many county jails are already, independently, meeting self-imposed performance measures. However, formalizing measurable standards in the jail contract will help ensure that all contracted jails are operating at a similar acceptable level. The measurable standards should provide specific, prioritized areas that, when analyzed, provide UDC with a clear picture of each contracted jail’s performance in key areas, such as: security, staffing, training, safety, and other various operational areas.

We recommend that UDC choose a competent, measurable standard and then require the jails in the jail contract to tie their policies and procedures to the standard.

### **Best Practices Suggest Importance Of Performance Measures/Standards**

Measuring performance is a fundamental best practice for good management. The Auditor General’s *Best Practices for Good Management* report states that, “Performance measures are indicators of how well the organization is achieving a specific goal or objective. Performance measures also show where programs are strong and where improvements are necessary.” Performance measures should be relevant, responsive, valid, and clear.

The U.S. Department of Justice (DOJ), like the State of Utah, uses contract facilities to house some of its inmates. The DOJ reviewed federal contracted correction facilities in 2001 and recommended that clear, consistent performance measures were needed in their jail contracts. DOJ stated:

The use of nonfederal facilities may create a situation in which two or more sets of detention standards apply to detainees inside the same facility. The USMS [United States Marshals Services] and INS [Immigration and Naturalization Service] standards are similar but not identical, and may be quite different from state or local standards in a given location. In fact, an internal review of 40 nonfederal facilities revealed numerous instances in which medical sanitation, and safety practices failed to meet the detention standards. The review also identified many significant security

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**Performance measurement is a fundamental best practice for good management.**

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**DOJ recommended in 2001 that their contracts with county jails needed consistent performance measures.**

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**UDC internal auditors also recently reported that performance measures are needed in the jail contract.**

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breaches in these facilities. . . . these incidences suggest that consistent performance measures and adequate monitoring on a DOJ-wide basis are needed.

A recent audit conducted by the UDC’s internal auditors also recognized the need for measurable standards in the jail contract. The internal auditors stated:

We think each contracted jail should be required by the contract to maintain policies and procedures that provide measurable specifics in certain areas described in the contract. UDC monitors can then determine the extent that jails have performed according to their own policies and procedures.

To ensure that contracted jail facilities are adhering to performance standards, the department should require that the jails follow a measurable standard in the jail contract.

### **UDC Should Require Jails to Adopt Standards And Policies That Are Measurable**

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**The current jail contract does not adequately utilize a measurable standard to rate the performance of contracted county jails.**

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The current jail contract has oversight provisions, but little mention of performance review or standards. It does not adequately tie the performance of county jails to a set of measurable standards. Consequently, it is not clear from reading the contract the basis or judgment the department would use to engage in oversight activities. For example, a stipulation allows UDC to cancel the jail contract for nonperformance, but there is no mention of how nonperformance would be identified or measured.

To remedy this problem, the department should require, by contract, that the jails implement a set of competent, measurable standards. The department should also require the jails to tie their policies and procedures to the standard. The department should then approve a jail’s policies and procedures, based on the agreed standard, before a jail contract is signed.

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**UDC should require the contracted jails to perform to a measurable standard.**

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Currently, jails base their policies and procedures on the Utah Sheriffs’ Association Standards. The use of the sheriffs’ association standards are so prevalent that, recently, UDC revised some of the jail contracts to require compliance with these standards. We did not validate the sheriffs’ standards, but we did speak to some jail and prison professionals who

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**In the absence of measurable standards, it has been unclear from jail inspections how well the jails are actually operating.**

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believed the standards to be competent. Regardless, if UDC decides to utilize the sheriffs' association standards, or a different standard, in the future, we believe the standards must be measurable.

**Previous Jail Reviews Have Not Been Measured.** A complete measurement and prioritization system can help UDC gauge a jail's compliance with the approved jail standards. Further, prioritizing the standards will help UDC and the jails understand the severity of noncompliance with the various standards. Previous jail reviews conducted by UDC did not utilize a prioritization system. Consequently, past jail inspections that have reported the compliance rate of jails with the sheriffs' association standards have been vague. For example, a 2005 UDC jail review states:

This facility has a history of partial compliance [with] Sheriffs' Association Jail Standards. . . . the jail operation is noncompliant with 23 and partially compliant with 267 [sheriffs' standards].

However, there is no scale or prioritization of the importance of the standards the jail is not compliant with. Another UDC review states:

For the past several years, the jail administration has made little progress in improving its partial compliance with approximately 177 [standards] and noncompliance with 120 of the approximately 600 standards published by the sheriffs' association.

It is unclear whether being noncompliant with 23 standards is any better than being noncompliant with 120. It is conceivable that the jail with 23 standards violations has serious breaches in critical security areas, whereas the jail with 120 standards violations might be noncompliant in relatively minor areas.

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**Based on a measurable standard, UDC should devise a grading system that clearly denotes the level of the jails' operations.**

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**UDC Should Devise a Grading/Scoring System.** Once UDC has established a system to measure jail standards and jails' policies and procedures, then UDC should develop a grading/scoring system to monitor each jail's compliance, and ensure the jails are meeting an acceptable minimum standard. The scoring system should be accompanied by a clear explanation of action the department will take depending on the level of an unacceptable score.

For example, federal inspectors use a three-tiered system of satisfactory, unsatisfactory, and unacceptable. Each rating is accompanied by an action statement and rationale for the action.

We recommend the department devise a grading/scoring system and use the system to better communicate expectations and correct any contract noncompliance by the jails.

### **Other Technical Clarifications Should Be Made to the Jail Contract**

Along with tying the jail contract to specific performance measures, the department could improve the contract by clarifying or adding other procedural and operational amendments. For example, the department should clarify its access to jails' standards and policies, disciplinary action records, inmate grievance records, and so forth. Clarifying these contract clauses can better explain UDC's authority over and expectations of the jails.

In discussions with department and jail officials, we identified various clauses in the jail contract that can be improved. Changes to these clauses should help clarify expectations for both UDC and the jails. These contract changes are the result of both past concerns the department has encountered and the desire to mitigate potential future concerns. Figure 3.1 provides a brief summary of some of the needed clarifications. The list should not be considered exhaustive; the department may have additional revisions it desires to make.

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**To further strengthen the jail contract, UDC should add other various contract clauses.**

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**Figure 3.1 Some Technical Changes Needed in the Jail Contract.** The following technical changes will help clarify the department's expectations and bring more uniformity of services between counties.

**Additional contract clauses will help clarify UDC's expectations of the counties.**

**Medical Emergencies** – The contract should clarify the definition of medical emergencies and provide clearer parameters on the level of approval needed for medical emergencies. This will allow UDC to more fully control medical billings, as well as clarify reporting expectations for the counties.

**UDC Access to Jail Facilities** – The current contract allows UDC access to state inmates but does not specifically state that access is granted to the jail facility, creating an inconsistency. Therefore, the contract should be clarified to also include the jail facility. This will allow UDC more flexibility when monitoring the jail facility, and clear up questions for the jails as to UDC's access authority.

**UDC Access to Jail Standards and Policies** – The contract does not stipulate access to the jails' standards. Currently, UDC must pay to gain access to the sheriffs' association standards. UDC should stipulate in the contract that the jails must provide their standards and all of their policies and procedures.

**Disciplinary Action Records** – UDC should clarify in greater detail what disciplinary information, taken by the jail regarding UDC inmates, they want and when they want to receive it (e.g., receiving information before or after cases are heard). This practice will give UDC a better picture of the disciplinary actions taken against UDC inmates. It will also clarify the jails' reporting responsibilities.

**Grievance Records** – UDC should clarify the breadth of information on state inmate grievance records to include all grievances filed by state inmates. This will give UDC greater knowledge into the concerns of UDC inmates.

**Work Program** – UDC should clarify levels of approval the jails must obtain when using state inmates in work programs. This will provide UDC more control over state inmates when they are out of a secured environment, and will clearly communicate to the jails UDC's authority.

**Action Plan** – UDC should clearly stipulate actions that will be taken when jails do not adequately perform. This will make it more clear what actions UDC will take when jails violate contract provisions or do not perform at an acceptable level (discussed more in Chapter V). This will also establish expectations for the jails.

Clarifying the above-mentioned contract clauses should help explain the department's expectations for the jails and help ensure the department receives adequate information and necessary jail access.

## **Jails Not Adhering to Standards Have Allowed Some Security Concerns**

As previously noted in Chapter II, some jails have had significant security and operational problems. In some cases, these problems could

have been avoided had the jails been following the sheriffs' association standards and the jails' own policies and procedures.

### **Application of Standards/Policies May Have Prevented Past Jail Problems**

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**Some security concerns could have been avoided if the jails had adhered to the sheriffs' association standards.**

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As previously discussed, clear standards are essential to ensure that consistent and adequate service is being provided across the system. In some instances, security and operational concerns noted in Chapter II may have been avoided if the jails had adhered to the standards they had adopted. All of the sheriffs adopted the sheriffs' association standards 15 years ago as guidelines; some have implemented these standards into their policies and procedures. However, good standards are not useful if they are not being followed; UDC must ensure that a standard is being consistently followed.

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**If the Daggett jail had been in compliance with the door security standard, the jail escapes might have been avoided.**

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For example, if Daggett County Jail had been in compliance with the sheriffs' association standards, the escapes may have been avoided. As mentioned in Chapter II, the inmates escaped through an unsecured security door, facilitated by inmate movement to the Green House. Naturally, door security is an important standard. Figure 3.2 illustrates what the sheriffs' association standards say about door security.

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**Figure 3.2 Utah Sheriffs' Association Standard on Door Security.** The sheriffs' association standard requires the jails to ensure the security of doors and warns of jail escapes if the standard is not followed.

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Jail officials shall ensure that all security doors remain closed and locked when not opened to permit authorized movement of staff, prisoners, and others. . . . One of the most frequent breaches of security in jails and prisons is the failure of staff to keep doors closed and locked when not in immediate use. Staff leave security doors open for a variety of reasons (i.e., convenience, to permit staff faster movement between security zones, laziness, a lack of understanding of the risk to personal safety and facility security, complacency). Open doors have lead to escape, death, and even the loss of entire facilities to prisoner takeover. . . . Jail inspectors should be particularly alert during jail inspections to discover any breaches of door security.

This is one example where the failure to adhere to one jail standard facilitated a jail escape. Further, as stated in the above standard, jail inspectors must be alert to discover noncompliance with jail standards, or the future risk of security and operational problems remains high.



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**As discussed in the next two chapters, UDC should improve their monitoring and enforcement efforts.**

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In conclusion, the department should rewrite the jail contract to include provisions such as a requirement that jails match their security and operational policies and procedures to a measurable standard, and new or revised clauses that clarify UDC's expectations and oversight. As discussed in the next two chapters, UDC should also establish, by contract, a clear monitoring program consisting of dedicated, independent contract monitors, and an enforcement protocol with a clear corrective action plan.

## **Recommendations**

1. We recommend that UDC choose competent measurable standards, and then require the jails in the jail contract to tie their policies and procedures to the standard.
2. We recommend UDC devise a grading/scoring system and use the system to better communicate and correct jail contract noncompliance.
3. We recommend that UDC revise the contract to include such provisions as discussed in Figure 3.1, which are:
  - Medical emergencies
  - Access to jail
  - Access to jail standards/policies and procedures
  - Disciplinary action records
  - Grievance records
  - Work program
  - Action plan

## **Chapter IV Jail Contract Monitoring Can Improve**

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**Monitoring contracted jails is essential to ensure state offenders are secure.**

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**The department also needs to improve in the overall management of the jail contracting program.**

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It is essential that UDC adequately monitor jail contracts, given the consequences to public safety if jails fail to securely house state offenders. Monitoring of contracts ensures that jails are in compliance with standards and other provisions of the contract. We believe UDC can improve its monitoring of county jails. The department has a system of monitoring that lacks enforcement and completeness.

UDC also needs to improve in the overall management of the jail contracting program in four areas. First, UDC should finalize an inmate screening policy to avoid sending security-risk inmates to county jails. Second, the department needs to more adequately track programming outcomes. Such measures would be useful in helping inmates housed in county jails achieve their programming goals such as substance abuse treatment, life skills, and anger management. Third, Inmate Placement Program (IPP) needs to implement and track performance measures. Finally, UDC can improve management of state inmates by developing a plan to best allocate state resources when extra bed capacity exists within the prison system.

### **Monitoring Should Be a Standard Component of Contracts**

Monitoring is essential to guarantee that contractual obligations are being met. Indeed, both UDC's own policy and relevant state statute require that the department conduct adequate contract monitoring. However, UDC's monitoring has been insufficient. Best practices from other states and the federal government also point to a need for consistent, reliable monitoring of contract compliance.

## UDC Policy Requires Monitoring And Review of Contracts

UDC policy requires the department to engage in effective, annual reviews and continuous monitoring of agency contracts. Figure 4.1 shows the importance of contract monitoring in UDC policy.

**Figure 4.1 UDC Contract Monitoring Policy.** UDC policy requires an annual review of contracts and a continuous monitoring program for every contract. However, UDC's compliance with this policy has been uncoordinated and inconsistent.

UDC policy requires monitoring of contracts, but the department has not adequately monitored the jail contract.

It is the policy of the Department that the Division [DIO] shall:

- Perform a thorough review of all agency contracts at least annually;
- Designate staff members who are knowledgeable in the administration of contracts to conduct the review;
- Establish and maintain a review monitoring system to ensure the agency contract providers comply with contract provisions and applicable laws;
- Continuously monitor all agency contracts to ensure proper service is being rendered and the proper cost is being charged as outlined in the contract.

In order to carry out contract monitoring, UDC policy breaks out the process into two roles: an annual contract review conducted by DIO, and a contract monitoring by jail coordinators (discussed more in the next section).

The department did conduct annual reviews and some monitoring functions. However, as will be discussed further in the next section, the review and monitoring efforts made by the department were uncoordinated, inconsistent, and lacked enforcement. Chapter V shows that the department did not follow through on the monitoring that did occur.

## Private Prison Statute Requires UDC to Monitor Facilities Incarcerating State Inmates

Though *Utah Code* does not specifically require the department to monitor county jails, a statute referring to private prisons, *Utah Code 64-13d-106*, says, "The executive director or his designee shall monitor the performance of all facilities incarcerating inmates under the jurisdiction of the department."

The private prison statute requires UDC to monitor the performance of facilities incarcerating state inmates.

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**Some other states and the federal government have implemented dedicated contracted monitors to inspect county jails and private prisons.**

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In many ways, private prison contracting is similar to jail contracting because the state is allowing another agency to incarcerate inmates that are under the state's jurisdiction. If monitoring contracts with private prisons is considered necessary to ensure that contractual obligations are being met, state contracts with jails should be under similar requirements, considering the consequences of jail failures.

### **Other States and the Federal Government Have Dedicated Contract Monitors to Ensure Jail Security and Safety**

Utah's jail contracting program is not identical to programs in other states; however, other states do house state inmates in county jails (the arrangements vary) and private facilities. As was shown earlier in Figure 1.2 of Chapter I, most surrounding western states do very little jail contracting. Therefore, in order to find a more comparable program, we surveyed other states that do a significant amount of jail contracting (Tennessee, Kentucky, Louisiana and Mississippi) and the Office of Federal Detention Trustee, which manages jail contracts for several federal agencies. Most of the states surveyed and several federal agencies have organized a separate agency, department, or individuals whose main purpose is to monitor contracts with jails and private prisons to ensure these facilities meet minimum standards.

Having separate agencies conduct the inspections gives some degree of independence to the inspectors to allow them to be more impartial and less influenced by the contractor or contractee. Of the nine states we looked at, all monitor their contracts with jails and private prisons; seven of them have dedicated monitors. Among those entities surveyed:

- Tennessee has a separate state agency that monitors and certifies jails.
- Kentucky has six full-time jail inspectors.
- The Office of Federal Detention Trustee has its own Detention Standards and Compliance Division that conducts Quality Assurance Reviews of jails for the U.S. Marshals and Immigration and Customs Enforcement (ICE).
- Idaho—the western state with the second-most contracted inmates (6.4 percent)—has established a virtual prison, with a warden, security personnel, contract managers, and program managers to manage and monitor their inmates in county jails.

Based on this criteria from other states and the Office of Federal Detention Trustee, we believe that to ensure monitoring is a priority, UDC needs dedicated monitors that will focus on jail security, jail safety, and contract compliance.

## UDC Has Not Adequately Monitored Its Jail Contracts

UDC has made a number of efforts to monitor its contracts with jails, but we do not believe these efforts to be adequate. A primary reason for the department’s monitoring shortfall is the incongruent monitoring system. The department utilized several entities within the department to review and monitor the jail contracts, but these efforts lacked enforcement and were incomplete. For example, Figure 4.2 identifies the four main entities the department utilized to monitor and review the jail contracts, a brief description of their monitoring efforts, and a description of the monitoring shortcomings.

**UDC’s monitoring efforts have been incomplete and inconsistent.**

**Figure 4.2 Past UDC Monitoring Efforts Had Shortcomings.**

Monitoring Entity	Monitoring Effort	Primary Concern
Office of Compliance Review(OCR)/Internal Adit	Conducted an annual fire, life, and safety inspection	Was not a complete review of all relevant jail operations (e.g., security), and lacked enforcement by UDC management
Division of Institutional Operations (DIO or division)	Supposed to conduct annual contract review	Inconsistently and incompletely conducted reviews, and had no enforcement
Inmate Placement Program (IPP), Jail Coordinators	Supposed to conduct security inspections	Inconsistently and incompletely conducted reviews, and had no enforcement
UDC Staff and Internal Audit	Conducted acute post-incident inspections	Was not a complete review of all relevant jail operations, and lacked enforcement by UDC management

Along with the disjointed monitoring activities they employed, the department failed to adequately enforce the recommendations made when

monitoring occurred; this concern will be discussed in more detail in Chapter V.

### **OCR and Internal Audit Inspections Were Not Enforced**

The Office of Compliance Review (OCR), and then later internal audit conducted annual fire, life, and safety inspections of each county jail from 2002 to 2006. These inspections generally included reviews of various fire safety issues like egress access, fire extinguishers, and fire hazards, but did not typically include security. However, from time to time, the inspection reports identified glaring security concerns that if corrected might have prevented some jail escapes. However, it appears department management did little to ensure that recommendations from these inspections were enforced.

As will also be shown in Chapter V, very little follow-up/enforcement of the fire, life, and safety inspections was completed, primarily because no coordinated effort existed between IPP management and those conducting inspections. UDC management did not follow up to ensure enforcement was completed. If recommendations of the fire, life, and safety reviews would have been enforced, in our opinion, it is likely some of the escapes and other operational concerns could have been avoided.

### **DIO Contract Reviews Were Insufficient**

According to UDC policy, the Division of Institutional Operations (DIO) is supposed to annually review all contracts the division employs. However, it appears that the department has not been compliant with this policy. The little monitoring that DIO conducted was not sufficient to ensure acceptable contract performance. We could only find two reviews: one complete review conducted in 2007 by IPP jail coordinators, and a partial, insufficient review conducted in 2006 by DIO.

UDC policy stipulates that the division annually review and monitor all division contracts. Figure 4.3 provides the language in UDC policy.

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**In our opinion, had UDC management implemented recommendations from the fire, life, and safety reviews, it is likely that some escapes and operational concerns could have been avoided.**

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**DIO contract reviews were inconsistent and incomplete.**

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**Figure 4.3 UDC Policy Requires DIO to Assign Reviewers to Each Contract and Conduct an Annual Review.**

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According to UDC policy, a reviewer is “a designated staff member who reviews the contract for contractor compliance and is designated by the Division Director/designee.” The reviewer “conduct[s] an annual review to gather any information necessary; write[s] the Review Reports; and present[s] the Review Reports to the Contract Monitor and the Contract Coordinator.” The Reviewer “determine[s] if and by what method the contract is being continuously monitored.”

In 2006, it appears that contract reviewers collected safety, health, fire, and food inspections but did not actually determine if the jails were being continuously monitored for compliance with their contracts. We could locate no other documents showing any reviews were done, notes were taken, or corrective action was given. It appears that the review process did not bring any concerns to light.

In the 2007 review—which was the only complete review we could find—the reviewers could not obtain adequate information to assess the contract compliance of the jails. We found the following comments by the jail coordinators conducting the reviews, which suggest the review was not adequate.

- “I don’t know what ‘adequate’ is defined as or what acceptable minimum core staffing is.”
- “I cannot say there are adequate officers without reviewing shift schedules and staffing patterns. I see staff working but have no idea what their overall schedule looks like or even what adequate implies.”
- “In most cases there appears to be an adequate number of Correctional Officers in [the] Jail, but . . . would need more time to examine scheduling patterns and standards on this subject to give a more definitive answer.”

Even with the lack of information and confusion, the reviewers still graded 16 out of 21 jails as “clean, efficient and secure.” In this March 2007 review, the Daggett County Jail was stated as being clean and efficient, but “could be more secure.” We could find no corrective action plan, follow-up, or enforcement on jails deemed unclean, inefficient, and insecure. If security issues had been specifically identified and addressed with action plans in March 2007 (when these reviews occurred), the

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**Comments by UDC staff suggest the DIO review was not adequate.**

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**We could find no corrective action plan or enforcement for jails that had deficiencies in the contract review process.**

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Daggett escapes, which occurred six months later, may have been prevented.

### **IPP Jail Coordinators’ Monitoring Was Insufficient**

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**Jail coordinators were tasked with jail monitoring, but other responsibilities often got in the way.**

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The task for monitoring security at the jails was an official responsibility given to IPP jail coordinators. Jail coordinator duties involve handling inmate issues such as: filling out board of pardon reports, conducting inmate reassessments, screening inmates, facilitating inmate and family contact, entering data, acting as jail liaison, as well as other duties. Because of these duties, it appears that the jail coordinators were simply too overwhelmed to provide, consistent, adequate contract monitoring.

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**We could find no documentation of jail coordinators conducting formal security reviews.**

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We could not locate any jail coordinator inspection reports suggesting continual monitoring occurred. Instead, the only documentation suggesting monitoring was the 2006 DIO review previously mentioned. This review was assigned to jail coordinators in 2006. One former IPP director said he conducted informal security walk-throughs of each jail twice a year but admits these inspections were not documented.

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**Jail coordinators were assigned conflicting roles. They were to be congenial with jail staff, but were also to be critical of jail security.**

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The coordinators’ role of jail liaison requires they maintain a congenial relationship with jail management, but this conflicted with their other role of security monitoring, which required them to be critical of jail security. Given these conflicting roles and their workload, security inspections became secondary notations of glaringly obvious security issues as coordinators walked in and out of the jails. IPP staff admit that thorough jail security inspections and contract monitoring by jail coordinators did not occur.

Assigning jail coordinators the task of monitoring security was not sufficient enough to establish an effective jail-contract-monitoring program. Not only did conducting security inspections conflict with the coordinators’ duty to be the jail liaison, but the importance of the monitoring role was not taken into consideration given the many duties of the coordinators. While it does appear the jail coordinators were qualified to conduct security inspections, they were just simply not given the time, tools, and training to function as security monitors. UDC management is now in the process of designating full-time contract monitors. UDC



reports these monitors will be located in the department's Law Enforcement Bureau, providing them independence from IPP.

### **Post-Incident Inspections Lacked Enforcement**

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**UDC conducted post-incident inspections, but often management failed to enforce the recommendations.**

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Post-incident inspections were often conducted by UDC's internal auditors or in conjunction with other UDC staff after an inmate escape or after a major breach of security. For example, after several incidents in 2007, UDC management decided to send department staff from DIO to do post-incident reviews on all the jails, even though not all the jails had experienced security or operational problems.

As previously stated, after two inmates escaped from Daggett County Jail in 2004, the post-incident security review sent to the UDC executive director recommended that either staffing patterns improve or no state inmates be housed in the Daggett County Jail Green House facility. The department, at the time, did not ensure these recommendations were implemented, and inmates continued to be housed in the insecure facility.

Perhaps some of the most alarming post-incident recommendations that were not implemented were aimed at UDC itself. Three such recommendations occurred after allegations in 2006 of sexual misconduct between officers and female offenders at the Washington County Jail. Of the many recommendations made in the post-incident inspection, these stand out because they focus on UDC's lack of a systematic mechanism to monitor the jail's day-to-day operations and ensure it consistently met the standards contained in UDC jail contract. These recommendations state that:

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**A 2006 UDC post-incident inspection recommended that UDC more clearly define monitoring functions. It appears this recommendation was not implemented.**

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- UDC should consider auditing each jail more often than “as situations arise.”
- UDC should also consider a more clearly defined jail-contract-monitoring function, assigning a specific person or persons to complete this function as their primary duty and responsibility.
- Jail contract monitoring should be independent of direct supervision by IPP and likely report to either the UDC director's office or administrative services.

These recommendations were not implemented at the time of the audit, but the department reports they are now in the process of

implementation. If the department had heeded and implemented the recommendations before the escapes, sexual misconduct, and other operational problems occurred, these problems might have been avoided.

### **UDC Needs Dedicated, Independent Contract Monitors to Conduct Regular Inspections**

Regular security inspections and management follow-up on recommendations could have prevented some of the jail escapes. We could find no regular, thorough security inspections of jails. However, in October 2007, after the latest escapes from Daggett County Jail, UDC conducted a thorough security inspection of all contracted county jails. One recommendation from those inspections noted that Beaver County Jail lacked a secondary perimeter fence and needed upgraded razor wire along the yard portion of the building. A short time later, an inmate escaped over the primary yard fence as an officer watched him from a monitor. The inmate might have been caught quickly if a secondary perimeter fence existed, but by the time officers could get out of the security doors, he was gone.

There was little time from the end of the inspection to the time of the escape for Beaver to have installed the perimeter fence. However, if such thorough inspections had occurred regularly in past years and were enforced, Beaver would have had time to install the fence and might have avoided the escape.

UDC needs to assign dedicated contract monitors the responsibility of security inspections and other continuous monitoring functions as is done in other states and by the federal government. This will help unify the segregated and ineffective efforts that UDC has made in the past. These monitors should conduct regular inspections, track corrective action plans, and work with IPP and the jails to ensure that improvements are made. These monitors should have independence from IPP to avoid conflicts of interest. Most importantly, communication and coordination of efforts must be established between monitors, IPP, and jail staff so that deficiencies are corrected and recommendations are enforced.

In Chapter V, we discuss the lack of enforcement by UDC on recommendations. The final section in this chapter discusses other management issues related to jail contracting that need improvement.

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**UDC needs dedicated, independent contract monitors to continually review and inspect contracted county jails.**

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## UDC Should Improve the Management of Jail Contracting

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The department can improve the management of some aspects of the jail contracting process.

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In addition to improving the monitoring function, UDC can better manage some critical aspects of the jail contracting process. The department can benefit by instituting basic management systems and processes to oversee and control the jail contracting program. Specifically, we found that improvements are needed in the following areas:

- Formal inmate screening policies need to be developed by IPP to avoid sending security-risk inmates to county jails.
- UDC needs to track inmate programming outcomes to ensure inmates in county jails are receiving needed treatment and training.
- IPP needs to better measure their performance to guide improvements and gauge their outcomes.
- UDC should develop a plan to better utilize resources when there are extra prison beds.

### UDC Had No Jail Screening Policies Prior to 2007 Jail Escapes

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UDC should finalize the implementation of policies and procedures governing inmate referrals to county jails.

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Until recently, the department did not have formal policies and procedures detailing the screening and referral process of state inmates to county jails. The lack of policies was a contributing factor in the escapes that occurred in 2007, especially the escape from Daggett County Jail. Shortly before the escapes occurred, the department hired new staff to manage the IPP program. The new staff did not have experience managing the program, and previous staff had not developed policies and procedures to help guide the new staff decisions. In the absence of clear written procedures, the new department staff sent inmates to Daggett County Jail with security threat levels greater than what the jail could handle.

UDC is currently in the process of adopting new policies and procedures for the screening of inmates. Figure 4.4 illustrates what was informally in place before the escapes and what new staff have recently developed.

**Figure 4.4 History of Inmate Screening.** Until recently, UDC did not have adequate policies for screening inmates sent to county jails.

Before 2007 Jail Escapes	After 2007 Jail Escapes
<p>No formal policy was in place. Consequently, most inmates qualified for the jail contracting program.</p> <p>The following criteria were informally established:</p> <ul style="list-style-type: none"> <li>• Inmates with certain medical conditions were not sent to county jail.</li> <li>• IPP attempted to limit inmates in county jails to 3 years or less.</li> </ul>	<p>After the jail escapes, the former director of IPP established some screening criteria in a Jan 16, 2008 memo. Those criteria, along with a few extra provisions have now been adopted through a UDC general order. The new criteria are:</p> <ul style="list-style-type: none"> <li>• 2nd and 3rd degree felons are allowed. No 1st degree felons are allowed unless approved through an established process (1st degree felons were restricted from jails on November 16, 2007).</li> <li>• Inmates that have attempted an escape within 5 years are not eligible.</li> <li>• Level 1 and 2 inmates are not allowed. (Level 2 inmates with protective custody status are allowed.)</li> <li>• A board hearing or release date must be within 10 years to be eligible.</li> <li>• Inmates can have no loss-of-life crimes, unless approved through an established process.</li> </ul>

Prior to the 2007 jail escapes, the department had few guidelines as to which inmates qualified for county jail placement.

As Figure 4.4 illustrates, the department had not begun to develop written policies until after the high-profile escapes in 2007. Without screening policies and procedures in place new management and staff may continue to make the same errors that led to the Daggett escapes. We are encouraged, however, that the current IPP director has developed policies and procedures in the jail contracting area.

**UDC Needs to Better Track Programming Outcomes for Inmates in Jails**

UDC has not been adequately tracking programming outcomes for state inmates in county jails.

UDC has not been adequately tracking programming outcomes for state inmates in county jails. This training and treatment data has also not been reliably collected. When we requested information comparing programming outcomes of inmates who spent time in a county jail to those who have not, the department had no such analysis nor could it quickly obtain the data, due to the lack of collected information.

We are surprised the department has not adequately tracked such a fundamental measurement as programming outcomes. Programming is a major activity of the prison system and by tracking their efforts in this area, the department can better gauge their performance.

In order to compare the amount of programming received by inmates in jails to those in prison, we asked IPP to have the coordinators enter the necessary data (class end dates). With the class end dates entered, the department was able to compare the programming needs of inmates currently in jail to those currently in prison. Figure 4.5 illustrates that inmates in county jails have about the same number of programming goals yet to complete as inmates in state prison. However, the inmates in jails are about half as likely to be in active programming. It is important to note that this is the current status and not the status upon parole, which may or may not be different.

**Figure 4.5 Programming Data Results.** Analysis shows that inmates currently in jails are about half as likely to be in active programming.

	County Jails	State Prison
Number of Programming Goals	1.97	2.01
Percent in Active Programming	15.6%	35.8%

Source: UDC

Though this data shows that inmates currently in jails have the same number of programming goals as those currently in prison, we still could not determine if those paroled have completed their programming. Only recently has there been a completion level code added to the database that will help determine this. Therefore, at the time of this audit, UDC could not compare those who spent time only in prison to those who spent some time in jail to see if they received differing amounts of programming during their sentences.

UDC has developed a management information system that is used to assign programming requirements to inmates and track their individual goals, yet UDC has not been analyzing and tracking program completion of those sent to jails. UDC needs to start recording and tracking overall completion levels of its inmates' goals to determine its overall effectiveness at providing programming to inmates.

**Programming goals for inmates in prison and jails are about the same, though fewer inmates in jails are in active programming.**

**The department should start doing a better job of tracking programming outcomes of inmates in county jails.**

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**IPP should develop specific performance measures and track performance outcomes.**

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### **IPP Needs to Better Measure Its Performance**

IPP can improve the way it measures its performance. One way to do so is through the Governor's Balanced Scorecard. In August 2006, the Governor introduced the Balanced Scorecard Initiative for which departments are to measure key performance indicators in order to continuously improve strategic performance and results. These performance indicators show the status of the agency, give diagnostic feedback to guide improvements, and allow the agency to track performance over time.

The Department of Corrections does have a scorecard, but the intent of the scorecard initiative is for divisions also to adopt key performance measures. IPP, as part of DIO, should track and measure its performance outcomes. With the complexity of managing contracts with 21 jails and the potential impacts from unsafe and unsecured jails, performance outcomes will give IPP important diagnostic information.

We are encouraged that the new IPP director has recently begun implementation of the Governor's Balanced Scorecard. The new director has implemented systems to measure items such as: programming outcomes, contract monitoring activities, and inmate referral statistics. We recommend that IPP continue to implement and track performance measures.

### **UDC Can Improve Management of Inmates by Developing a Capacity Plan**

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**UDC should develop a plan to best manage its resources when extra capacity exists.**

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Currently there is some extra bed capacity in the system, and UDC does not have an adequate plan in place to manage inmates in county jails when extra capacity exists at the prison while not the primary focus of the audit. UDC should implement a plan in order to better manage state inmates in county jails. This is important to ensure that the department is best utilizing its allocated resources.

In 2001, the Legislative Fiscal Analyst discussed the need for UDC to better manage state inmates in county jails at times when extra capacity existed at the prison. The Fiscal Analyst recommended that UDC devise a method to distribute beds when extra capacity exists.

UDC again is faced with excess beds in the prison system (including county jail beds). Figure 4.6 shows that, recently, the department's incarcerated count, or the number of currently incarcerated inmates, has dropped, leaving extra bed capacity in the system.

**Figure 4.6 UDC Currently Has Extra Capacity in the Prison – Including Jail Contracting Beds.**



Source: UDC

In the beginning of 2008, UDC had maximum capacity (red line in figure) for 6,886 total beds in the system (including jails), and 6,650 operational capacity beds (green line in figure). At the same time the department had 6,465 inmates incarcerated, which left vacant 421 total beds, or 185 operational beds. UDC management prefers to keep prison populations at operational capacity, which is a small percent below maximum capacity, this gives the department extra bed space to move and manage inmates.

The department's current strategy is to not remove inmates from county jails when extra capacity exists. Instead, the department is putting even more inmates in jails. In February 2008, UDC had 1,224 jail beds filled and 1,391 available beds, or 88 percent of the available beds filled. In contrast, in May 2008, UDC increased the number of state inmates in county jails to 1,323, or 95 percent of the available beds filled.

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**UDC management believes there are various reasons to fill county jail beds before filling prison beds, such as keeping county jails financially secure.**

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**In conclusion, UDC should improve both the monitoring and management of the jail contracts.**

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Department management believes there are various reasons to fill county jail beds before filling prison beds. For example, management believes it is important to fill jail beds to keep the county jails financially secure and to keep inmates in programming offered at some of the county jails. We believe that the department should devise a clear extra capacity plan to help guide its actions in instances where extra capacity exists. The department should consider the following points when extra capacity occurs, the department could:

- Shut down portions of the prison that need maintenance and circulate inmates to jails.
- Shut down costly areas of the prison and circulate inmates to jails.
- Re-designate bed space to better suit the classification and programmatic needs of the prison community.

In sum, UDC needs to better monitor its jail contracts by assigning dedicated contract monitors the responsibility of continuously monitoring these contracts. The department should also improve its management of jail contracts and track inmate programming outcomes. IPP needs to adequately measure their performance and establish and implement inmate screening policies. Finally, UDC should also develop a plan to better utilize excess bed capacity.

## **Recommendations**

1. We recommend that UDC assign contract monitors the responsibility of continuously monitoring jail contracts. These monitors should have independence from IPP.
2. We recommend that IPP develop and implement inmate screening policies for sending inmates to jails.
3. We recommend that UDC better track programming outcomes for inmates in jails.
4. We recommend that IPP implement and track performance measures.
5. We recommend that UDC develop an extra capacity plan for when state bed availability is below operational capacity needs.



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## **Chapter V Jail Contract Enforcement Needed**

The Utah Department of Corrections (UDC or department) has not adequately enforced security or corrected operational concerns at some jails. This lack of oversight by the department has allowed for great risk in the jail contracting program, evident in the recent escapes by state inmates from county jails.

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**The lack of oversight by the department has allowed for great risk in the jail contracting program.**

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To reduce the risk of future security and operational problems at the jails, the department should improve enforcement by 1) consistently engaging in enforcement activities, 2) obtaining better management information, and 3) developing a specific corrective action plan.

### **UDC's Enforcement Is Inadequate**

Implementation of recommendations from contract monitoring and jail inspections has not been adequate. Inadequate enforcement is largely due to the poor system of coordination utilized by past department management. It appears staff at UDC were not aware of who was responsible for follow-up on jail contracts. This is apparent in the 2007 Division of Institutional Operations (DIO) post-incident security reviews that mostly sat ignored until a new director in the Inmate Placement Program (IPP) recently began follow-up activities. The effect of UDC's inadequate enforcement is evident in the security and operational problems that have existed at some jails. Inadequate enforcement has also produced a lack of contractually required management information from the jails (discussed in the next section). We recommend that UDC coordinate follow-up, document noncompliance with its jail contracts, and enforce its contracts with jails.

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**The department has not clearly established a follow-up and enforcement plan for correcting the deficiencies of some contracted county jails.**

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### **No Clear Follow-Up and Enforcement Procedure Has Been Established**

The department has not clearly established a follow-up and enforcement plan for correcting the deficiencies of some county jails under

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**We received conflicting information concerning who was responsible for jail follow-up.**

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contract with the state. Department management has not clearly held the division or persons accountable that were responsible for enforcement. Consequently, it has not always been clear to staff at UDC who was to follow up on deficiencies and ensure corrective action plans were followed or impose sanctions if improvements were not made.

As discussed in Chapter IV, the department has not implemented a unified follow-up and enforcement system. In discussions with department personnel involved in the jail contracting program, we received conflicting information concerning who was responsible for jail follow-up. The fire, life, and safety inspector/auditor, housed in the internal audit bureau, was told he had only a reporting responsibility, not a follow-up role. However, UDC personnel in IPP, who are responsible for administering the jail contract, believed that the fire, life, and safety inspector/auditor was conducting the follow-up.

Assuming that the fire, life, and safety inspector had conducted follow-up activities, as an auditor, auditing standards would not allow him to enforce the follow-up. Auditors do not enforce management activities. However, the IPP office had responsibility over moving inmates to county jails, as well as the responsibility of removing inmates from jails suffering from security and/or operational concerns. Therefore, IPP should have been intimately aware of all enforcement activities.

### **Inadequate Follow-Up Occurred After Most Recent Jail Reviews**

Evidence of the uncoordinated follow-up procedure is apparent in the department's most recent monitoring attempt (shown in Chapter IV). In October 2007, after four escapes in a few months, the department sent out a qualified team of professionals from the DIO to review every contracted county jail's operations. These DIO post-incident reviews were the result of several incidents that had occurred in the preceding months (see Chapter II).

However, it appears the department had done little follow-up or enforcement with the information gathered in the reviews until recently, when a new IPP director was hired. This is unfortunate because the DIO monitoring exercise provided the department with some valuable information on particular strengths and weaknesses of county jails. It

should be noted that some county jails took exception to the findings in the DIO post-incident review.

**Follow-Up Needed, but Not Completed, with at Least One Jail.**

We found in at least one instance, follow-up of the DIO post-incident review is needed but has not yet been sufficiently completed. The Garfield jail had an escape in August 2007. The general problems contributing to the escape were identified as being present in the October 2007 DIO review, but the department has not actively pursued corrective action against the jail.

In August 2007, a state inmate convicted of manslaughter escaped from an outside exercise area at the Garfield County Jail. The escape was precipitated by staff who inadequately supervised an inmate in a relatively unsecured outside recreational area. In the recreation area, the inmate gained access to a civilian bus that was not adequately searched and fled the facility in the bus' storage compartment. DIO's security review that occurred two months later also highlighted similar problem areas that led to the escape. Specifically, the review noted problems at the jail with staff training, inmate movement procedures, and staff supervision of inmates.

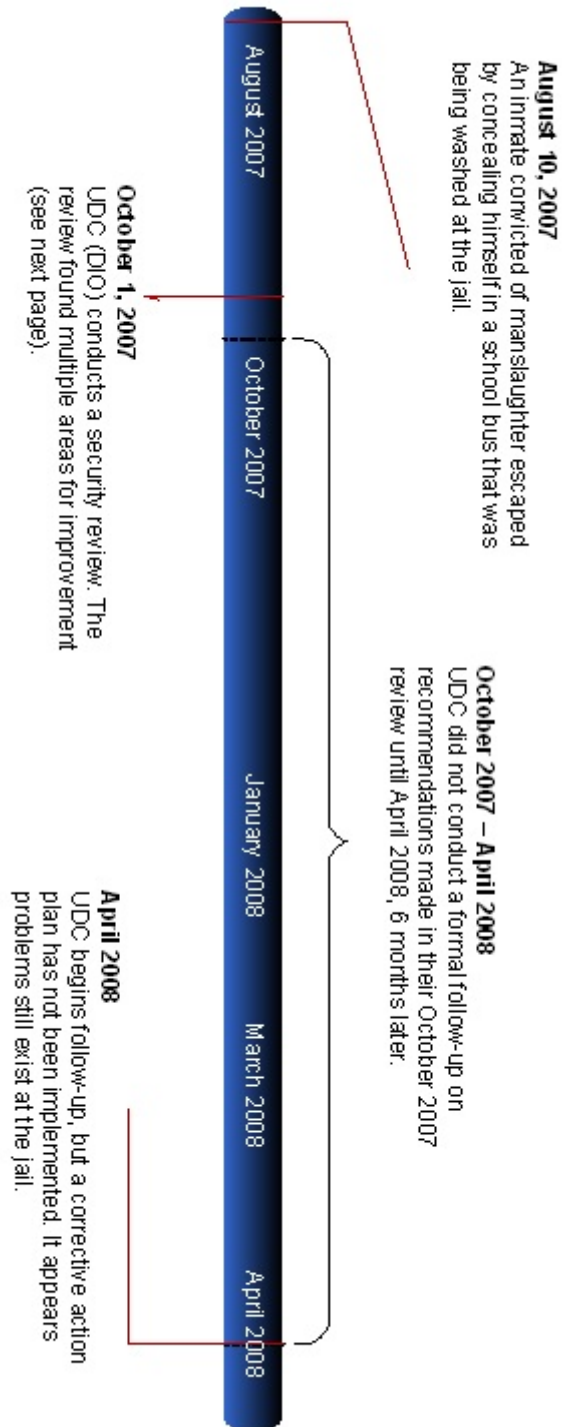
With these concerns noted, the department should have immediately implemented a corrective action plan to ensure these concerns were corrected. However, follow-up did not occur for several months later, and it appears some problems are still present at the Garfield facility. Figure 5.1 illustrates the lack of follow-up by UDC.

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**With concerns identified, the department should have immediately implemented a corrective action plan for Garfield County Jail.**

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**Figure 5.1 Enforcement Needed After Jail Escapes.** Details of the Garfield County Jail escape illustrate the need for more enforcement by UDC.



The escaped state inmate had been in the Garfield County Jail for over three years and was likely aware of the security weaknesses in the jail. Security problems that led to the inmate escaping from the Garfield Jail included:

- Improper search of school bus (staff training issue)
- Improper supervision in the recreation yard

The department's October 2007 security review found several areas where the jail needed improvement. Some notable areas for improvement that the October 2007 review found included the following:

- Jail staff needs more training.
- Inmate movement within the jail facility could improve; specifically, better supervision of inmates is needed.
- Razor wire needs upgrading along security fences and around the tops of buildings.
- Improved inmate-count process is needed.
- Items in the control room obstructing views should be removed.

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**The department did not conduct formal enforcement activities at the Garfield County Jail until 6 months later, and problems appear to still be present at the jail.**

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It appeared from our walk-through of the jail in April 2008 that the razor wire has still not been upgraded, the control room still has obstructed views, and some staffing issues still seem unresolved. With these areas of improvement identified, the department still did not conduct formal enforcement activities until April 2008, which was six months after the review. However, it appears problems at the jail persist.

This is concerning due to the connections between the escape that occurred in August and the concerns noted in October. Further, the October review found other important security and operational areas that need to be enforced at Garfield and other county jails.

### **UDC Failed to Obtain and Utilize Management Information**

Because the department has not been vigilant in enforcing the jail contract, the department has received very little required management information. The jail contract stipulates that the jails must provide certain types of management information. For example, the contract requires the jails provide their inspection reports and updates to their policies and

The department has not enforced contract stipulations that require jails to provide needed management information.

procedures. The lack of management information is evident with 1) the poor rate in which UDC received required information from the jails, and 2) UDC’s failure to document enforcement action taken against the jails.

**Most Jails Do Not Provide UDC-Required Information**

The department has not received required management information because it appears UDC has not enforced a provision in the contract requiring the county jails to provide this information. For example, the jail contract requires the county jails to provide UDC with some specific information. The jail contract requires the following:

- Jails agree to provide UDC a copy of all reports of any inspection of the jail performed by any other agency.
- Jails agree to provide a copy of their jail’s policies and procedures to the IPP director.

Figure 5.2 shows the jails’ low compliance rate with the above contract stipulations.

**Figure 5.2 UDC Has Not Enforced Compliance with Jail Contract.** The jails have not been compliant with some provisions of the jail contract, and UDC has not enforced compliance.

Requirement	Results From 2004 to 2006
Provide Inspection Reports	10.7% Compliance Rate
Provide Updates to Policies and Procedures	33.9 % Compliance Rate

Source: UDC

It is important for the department to receive this management information. Inspection reports from other entities (sheriffs’ association, federal government, etc) provide valuable insight into the strengths and weaknesses of the jail. Updated policies and procedures are necessary to know what processes the jails have adopted and to review the sufficiency of the policies. However, as shown in Figure 5.2, there is only an 11 percent compliance rate for providing inspection reports and a 34 percent rate for policies and procedures.

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**We could find little information in UDC files pertaining to jail contract enforcement activities.**

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To calculate compliance, we reviewed each jail's inspection report for a three-year period (2004 to 2006) and tallied the noted compliance statements. We also corroborated the information by reviewing the jail contract files and noting the deficiency of this information in UDC's contract files. In sum, it seems difficult for department management to provide effective oversight when they are not receiving important management information regarding the status of the jails.

### **UDC Jail Files Document Little Enforcement Action**

A review of the jails' contract files maintained at UDC produced very little in terms of documentary follow-up and enforcement information. For example, we could find little information pertaining to recent jail inspections, policies and procedures, and management decisions. Even the jails with known security and operational concerns have very little information in their files.

Some jail files had virtually no information in them. For example, one jail contract file contained only a copy of the jail contract and a 2005 certified mail receipt. Another file contained the jail contract and two outdated letters discussing contract details. One letter dates back to 2002, the other 1997.

To help ensure that follow-up is completed and to help ensure consistency among the jails, the department should establish a clear follow-up and corrective action plan and document the follow-up and enforcement efforts.

### **UDC Should Develop A Corrective Action Plan**

The department should develop a coordinated enforcement program for its jail contracts, which includes a system to document contract noncompliance; a specific enforcement plan, which includes both unannounced and scheduled inspections; and a corrective action plan that denotes the consequences of noncompliance. The corrective action plan will help the department formalize and standardize their enforcement response. When added to the jail contract, the corrective action plan can clearly communicate expectations to counties.



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**Other states with jail contracting have developed enforcement plans.**

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## **Other States Have Developed Enforcement Plans**

We found that other states that do a significant amount of jail contracting have developed enforcement plans, and they have steps and processes they follow for noncompliant jails. As noted in Figure 1.2 of Chapter I, western states do not utilize county jails beds at the same rate as Utah does. However, we found some southern states with utilization rates that are similar to Utah's.

For example, in Louisiana, where 44 percent of the prison population is housed in county jails, the jails are given 120 days to correct problems or they face removal of state inmates. In Tennessee, where 25 percent of state inmates are in county jails, a jail that fails to meet standards is decertified and must use 75 percent of state reimbursement to make the required improvements. Most other states we reviewed remove state inmates unless corrective action is taken. However, in Utah, no defined corrective action plan has been developed.

## **Action Plan Should Be Developed**

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**The department has no set policy describing what level of contract noncompliance would warrant the removal of inmates from county jails.**

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The department has not implemented a set action plan to enforce contract noncompliance with the county jails. It was reported to us that, in the past, the department has removed a few inmates or deprived the county of new referrals. However, we could find no documentation of such action, and the department has no set policy describing what level of contract noncompliance would warrant the removal of inmates from county jails.

We were able to document that, recently, UDC removed inmates from the Daggett County Jail. It appears that this action finally got needed security improvements made at the jail (see Chapter II for needed improvements). The department should learn from this recent experience and formalize a corrective action plan in the jail contract. The corrective action plan should clearly denote what specific actions will be taken for various violations to the jail contract, and/or jail standards and policies and procedures.

## Recommendation

1. We recommend UDC develop a coordinated enforcement program for its jail contracts, which includes:
  - A system to document contract noncompliance
  - A specific enforcement plan, which includes both unannounced and scheduled inspections
  - A corrective action plan that denotes the consequences of non-compliance

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**Agency Response**



State of Utah

JON M. HUNTSMAN, JR.  
*Governor*

GARY R. HERBERT  
*Lieutenant Governor*

## Department of Corrections

THOMAS E. PATTERSON  
*Executive Director*

ROBYN WILLIAMS  
*Deputy Director*

MIKE HADDON  
*Deputy Director*

August 14, 2008

John M. Schaff, CIA  
Auditor General  
W315 State Capitol Complex,  
Salt Lake City, UT 84114

Dear Mr. Schaff:

Thank you for the opportunity to respond to your draft report, "A Performance Audit of Utah's Jail Contracting Program." We express our sincere appreciation for your thorough examination and discussion of jail-contracting issues needing our attention. Your staff have been most helpful in discussing each of their findings with us, and we commend them for their professionalism.

As you are aware, we are already under way in correcting the problems your audit identified. The Department's jail contracting program has not been managed as well as it should have been over the past decade and a half. With the help of your audit and the cooperation of our county partners, we believe we will reach a new level of performance and accountability that will serve the best interests of Utah's citizens.

Below is our response to each of your recommendations.

### **CHAPTER 3 RECOMMENDATIONS**

1. *We recommend that UDC choose competent measurable standards, and then require the jails in the jail contract to tie their policies and procedures to the standard.*

### **UDC RESPONSE**

UDC agrees there must be measurable jail contract standards. UDC is developing minimum measurable standards that contracting county jails must meet. We anticipate having these standards finalized by October 2008. The Department's contract with each jail will require that these standards be tied to the jail's policies and procedures.

2. *We recommend UDC devise a grading/scoring system and use the system to better communicate and correct jail contract noncompliance.*

### **UDC RESPONSE**

UDC agrees there is a need to implement a grading/scoring system for jail contract compliance. UDC is developing a system for communicating compliance issues with jails, based on measurable standards that are concurrently under development. Together with the standards, this grading/scoring system will provide each jail with adequate information and appropriate time frames for correcting compliance problems. We expect the completion of this grading/scoring system within 3 months after minimum contract standards are completed.

3. *We recommend that UDC revise the contract to include such provisions as discussed in Figure 3.1, which are:*

- *Medical emergencies*
- *Access to jail*
- *Access to jail standards/policies and procedures*
- *Disciplinary action*
- *Grievance records*
- *Work program*
- *Action plan*

### **UDC RESPONSE**

UDC agrees with the Audit recommendation to revise county jail contracts. The Department also intends to include contract provisions containing other key education and treatment requirements that will benefit State inmates. It is anticipated the new contract will be completed before the majority of the county contracts expire in 2009.

### **CHAPTER 4 RECOMMENDATIONS**

1. *We recommend that UDC assign contract monitors the responsibility of continuously monitoring jail contracts. These monitors should have independence from IPP.*

### **UDC RESPONSE**

We agree with the Audit recommendation to employ independent contract monitors. Four independent contract monitor positions have been established under the Law Enforcement Bureau, which reports directly to the Department's Executive Director. Recruitment for these positions is awaiting resolution of retirement issues with URS.

2. *We recommend that IPP develop and implement inmate-screening policies for sending inmates to jails.*

### **UDC RESPONSE**

UDC agrees with the Audit recommendation for inmate screening policies. Policies that set specific criteria for inmate housing in county jails have been revised and are effective as of 7/10/08.

3. *We recommend that UDC better track programming outcomes for inmates in jails.*

### **UDC RESPONSE**

UDC agrees there is a need to better track programming outcomes for State inmates in county jails. A program outcome scorecard for these inmates was formalized and implemented in April 2008. The monitoring of this scorecard is ongoing.

4. *We recommend that IPP implement and track performance measures.*

### **UDC RESPONSE**

UDC agrees with the need to track performance measures as recommended by the Audit. IPP's scorecard will track programming, contract monitoring, and inmate referral statistics.

5. *We recommend that UDC develop an extra capacity plan for when state bed availability is below operational capacity needs.*

### **UDC RESPONSE**

UDC agrees with the Audit recommendation for a plan to utilize extra capacity in state beds. A new policy that implements this concept has been written and is pending final approval.

### **CHAPTER 5 RECOMMENDATIONS**

1. *We recommend UDC develop a coordinated enforcement program for its jail contracts, which includes:*
  - A. *A system to document contract noncompliance*
  - B. *A specific enforcement plan, which includes both unannounced and scheduled inspections*
  - C. *A corrective action plan that denotes the consequences of noncompliance*

### **UDC RESPONSE**

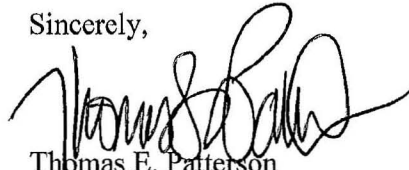
UDC agrees with the Audit recommendation for a coordinated jail contract enforcement program.

Contract monitors who are independent from IPP will systematically document contract compliance issues. These monitors will provide written reports to both the jails and to IPP so an appropriate document trail is maintained. IPP captains and administrators have been conducting after-hour, unannounced and scheduled inspections since January 2008, and will continue to do so. The findings

from these inspections are documented in individual files related to each jail. As appropriate, a jail's progress in taking corrective actions on compliance issues will be noted in these files. IPP administration conducts routine follow-up reviews as problems are noted in these inspection activities, and the results of these reviews are documented in the individual jail files.

UDC agrees with the need for corrective action plans. UDC will develop and implement a process for documenting and tracking corrective actions taken by jails when contract compliance issues arise. This process will employ consequences appropriate to the facts and circumstances of the compliance issue, and applicable to the terms of the contract. The Department expects to complete the development and implementation of this process prior to the majority of contracts expiring in early 2009.

Sincerely,



Thomas E. Patterson  
Executive Director