



Requirements
and
Minimum Licensing
Standards
for
Halfway Houses

Ohio Department Of Rehabilitation
And Correction

THE OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION

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PREFACE

The development of standards and their broad application to correctional services continue to be of paramount importance, and are essential to our progress as a profession.

The cooperation and assistance of professionals within the field of community corrections has been essential to the development and adoption of these standards.

Community Corrections must strive for program excellence. Our effectiveness as a profession demands it. Community residential programs, as viable, productive and cost-effective alternatives to incarceration, are necessary in order to achieve the vital balance required between institutional and community corrections. Adherence to these standards will help achieve this balance.

It is now up to the Board of Directors, Executive Directors and staff of community residential programs to use the standards in the best interest of the offender, the profession and the community.

INTRODUCTION

Forty years ago, halfway houses were comparatively rare. Except for the well-publicized facilities like Dismas House of St. Louis, the public and even criminal justice practitioners had little awareness of the sleeping giant that is today's halfway house movement. As late as 1965, there were only a few dozen corrections-oriented houses. Yet today, the International Community Correction Association lists 250 private agencies operating over 1,500 residential and community alternative programs throughout the world. There are an additional 1,000 individual members.

There are three approaches that help to "bridge the gap" between the offender and the community.

The first approach is the utilization of existing community resources. Traditionally, corrections have provided its own services for offenders often duplicating the existing community services for use after release. Without such services, offenders can be ill equipped to cope with society's complexities.

Helping offenders learn what community resources are available prior to release and how to use them effectively during the time of community supervision can promote socially acceptable behavior and a seamless re-entry back into society.

The development of community resources for offenders includes; sensitizing human service agencies to the needs of offenders, influencing established agencies to extend their eligibility to the offender population, assisting indigenous and self-help groups and agencies become organized and effective, and serving on advisory committees and boards of directors of human service agencies in the community.

The second approach is to have the offender become involved in community activities. The involvement of an offender in a socially acceptable community activity serves two functions; it is a powerful device in directing interest and energies away from criminal behavior and; it assists in making the offender an asset to the community as involvement and contribution become constructive rather than destructive.

The final approach is to have citizen involvement with offenders. Community corrections is dependent upon understanding and acceptance by the public. As citizens participate in, and accept responsibility for the reintroduction of offenders into society and their diversion from incarceration when possible, the concept of community residential corrections will take root and flourish.

The use of volunteers in direct service roles with offenders is an adjunct to the program's use of community resources to involve offenders in community activities. Volunteers can help offenders use and become involved with community resources and activities. Through their experiences with volunteers,

offenders find new interests, avocations and personal relationships that can lead to law-abiding lifestyles.

Like the field of which they are a part, community corrections have undergone many changes consistent with the development of new and exciting approaches to working with offenders. The standards for community corrections are no exception and merely reflect these changes. The standards for adult community corrections have evolved through a lengthy process of debate and consultation. What has emerged is a forward-looking statement about contemporary community residential corrections. These standards define more clearly the scope and definition of community residential services for offenders during the period when they are neither totally confined nor completely released in the community.

THE OHIO LAW

- (A) The department of rehabilitation and correction or the adult parole authority may require or allow a parolee, a releasee, or a prisoner otherwise released from a state correctional institution to reside in a halfway house or other suitable community residential center that has been licensed by the division of parole and community services pursuant to division (C) of this section during a part or for the entire period of the offender's or parolee's conditional release or of the releasee's term of post-release control. The court of common pleas that placed an offender under a sanction consisting of a term in a halfway house or in an alternative residential sanction may require the offender to reside in a halfway house or other suitable community residential center that is designated by the court and that has been licensed by the division pursuant to division (C) of this section during a part or for the entire period of the offender's residential sanction.
- (B) The division of parole and community services may negotiate and enter into agreements with any public or private agency or a department or political subdivision of the state that operates a halfway house, reentry center, or community residential center that has been licensed by the division pursuant to division (C) of this section. An agreement under this division shall provide for the purchase of beds, shall set limits of supervision and levels of occupancy, and shall determine the scope of services for all eligible offenders, including those subject to a residential sanction, as defined in rules adopted by the director of rehabilitation and correction in accordance with Chapter 119. of the Revised Code, or those released from prison without supervision. The payments for beds and services shall not exceed the total operating costs of the halfway house, reentry center, or community residential center during the term of an agreement. The director of rehabilitation and correction shall adopt rules in accordance with Chapter 119. of the Revised Code for determining includable and excludable costs and income to be used in computing the agency's average daily per capita costs with its facility at full occupancy.
- (C) The department of rehabilitation and correction may use no more than ten per cent of the amount appropriated to the department each fiscal year for the halfway house, reentry center, and community residential center program to pay for contracts for nonresidential services for offenders under the supervision of the adult parole authority. The nonresidential services may include, but are not limited to, treatment for substance abuse, mental health counseling, counseling for sex offenders, and electronic monitoring services.
- (D) The division of parole and community services may license a halfway house, reentry center, or community residential center as a suitable facility for the care and treatment of adult offenders, including offenders sentenced under section 2929.16 or 2929.26 of the Revised Code, only if the halfway house, reentry center, or community residential center complies with the standards

that the division adopts in accordance with Chapter 119. of the Revised Code for the licensure of halfway houses, reentry centers, and community residential centers. The division shall annually inspect each licensed halfway house, licensed reentry center, and licensed community residential center to determine if it is in compliance with the licensure standards.

Amended by 129th General Assembly File No. 29, HB 86, § 1, eff. 9/30/2011.

Note: *Revised Code 2967.14, Halfway Houses or Community Residential Centers*

**LICENSING REQUIREMENTS FOR A HALFWAY HOUSE OR
COMMUNITY RESIDENTIAL CENTER AS A LICENSED FACILITY**
Ohio Department of Rehabilitation and Correction Administrative Rule: 5120:1-3-02

- (A) The division of parole and community services shall be charged with the inspection, supervision and licensing of halfway houses or community residential centers as licensed facilities.
- (B) The division of parole and community services shall make annual on-site inspections of halfway houses or community residential centers under contract with the division for the purpose of conducting an audit of the facility. Such audits shall be scheduled in advance with written notice to the person in charge of the halfway house or community residential center.
- (C) During the inspection, auditors employed by the division of parole and community services shall have full access to all areas of a halfway house or community residential center and to all records relating to the operation of the facility, including offender files.
- (D) The auditors employed by the division of parole and community services shall ascertain compliance with the general and specific halfway house standards set forth in the Administrative Code.
 - (1) Within thirty days after an audit the division of parole and community services shall prepare a written report of the audit results. The report shall include any findings of noncompliance and shall be sent to the person in charge of the halfway house or community residential center.
 - (2) In addition to the appeal rights granted under section 119.12 of the Revised Code, the division of parole and community services will allow licensed halfway house and community residential center managers to administratively appeal adverse decisions regarding licensure of the halfway house or community residential center. The appeal procedure shall be as follows:
 - (a) Notification shall be given in writing to the licensed facility of the particulars of such failures or deficiencies:
 - (b) The licensed facility has the right of a fair hearing during the thirty-day period following notification at which time evidence can be submitted to rebut, clarify, or correct particulars outlined in such notification.
 - (c) The division of parole and community services shall require the licensed facility to correct these deficiencies within thirty days from notification or to submit an acceptable plan and timetable to remedy these areas.

- (3) An appeal of an adverse decision on licensure taken pursuant to paragraph (D)(2) of this rule shall not affect the authority of the division of parole and community services to terminate a contract with a facility at any time pursuant to the terms of the contract.
 - (4) The scope of the administrative appeal authorized under paragraph (D)(2) of this rule is limited to reviewing an adverse decision on licensure. An appeal may not be taken under paragraph (D)(2) of this rule for the purpose of challenging a decision by the division of parole and community services to terminate a contract with a licensed facility pursuant to the contract's terms or be taken for any other purpose other than reviewing an adverse decision on licensure.
- (E) For halfway houses and community residential centers to be licensed, they must comply with the general and specific halfway house standards set forth in the Administrative Code.
- (F) The public or private entity operating a licensed facility shall be a legal entity or a part of a legal entity according to the provisions of Chapter 1702. of the Revised Code. The agency shall maintain a copy of the following items:
- (1) Articles of incorporation or constitution;
 - (2) By-laws;
 - (3) Federal tax identification number;
 - (4) Federal tax exemption number;
 - (5) A current list of the board of directors, their occupations, and their addresses.

Effective: 12/15/2010

R.C. 119.032 review dates: 01/04/2011 and 01/04/2016

Promulgated Under: 119.03

Statutory Authority: 5120.01, 2967.14, 2967.26

Rule Amplifies: 2967.14, 2967.26

Prior Effective Dates: 4/1/82, 7/1/96, 12/15/10

THE INSPECTION PROCESS

Ohio Department of Rehabilitation and Correction Administrative Rule: 5120:1-3-03

- (A) For facilities currently licensed, the agency director shall be notified when the inspection will be conducted. Such notification shall be made no less than thirty days prior to the license's expiration date.
- (B) For new facilities, notification shall be made after a preliminary self-reporting form has been received and evaluated.
- (C) Once at the licensed facility, the audit team conducting the inspection shall meet with the center director to explain the criteria that will be used in the inspection, the reason(s) for the inspection and any other relevant matter.
- (D) The division of parole and community services may conduct unannounced inspections anytime after formal licensing has been granted. Should the division of parole and community services conduct unannounced inspections, the notification requirement in paragraph (A) of this rule does not apply.
- (E) The agency director shall make himself/herself available in the event the audit team has any questions or needs additional information.
- (F) In order for a halfway house or community residential center to be eligible for licensure and state assistance, the facility must have been in operation for at least one year prior to making application for a license.

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BUREAU OF COMMUNITY SANCTIONS GENERAL STANDARDS

1. The Program Director(s) shall have a minimum of a Bachelor's degree in a criminal justice or social science field and a minimum of 5 years full-time experience working with offenders.
2. The Program Director shall have input into the hiring of program staff.
3. The Program Director shall be engaged and involved in the delivery of direct services to offenders.
4. Programs are supported and valued by the criminal justice system.
5. Programs shall make positive contributions to the community.
6. At least seventy-five percent (75%) of staff providing case management or programming to offenders shall have an Associate's degree or higher in a criminal justice or social science field.
7. All services provided must be administered by staff with board certification or licensure when required.
8. Job performance for staff shall be reviewed annually. Evaluations for staff in direct contact with offenders as part of their job duties should include rating on areas such as, communication skills, modeling pro-social behaviors, use of redirection techniques and behavioral reinforcements, knowledge of program's treatment model and effective interventions. In addition to formal, written annual evaluation(s), supervisors shall train, monitor, guide and assist staff to ensure effective delivery of services.
9. All full-time staff, with a primary function of working with offenders, shall annually complete a minimum of 24 hours of training, relevant to evidence-based practices and service delivery. All other staff, having minimal contact with offenders, shall annually complete a minimum of 8 hours of training related to evidence-based practices. Training hours for part-time staff shall be on a pro-rated basis. The Program Director or Training Administrator shall approve relevant staff training and shall ensure training hours are completed.
****ONLY APPLIES TO PROGRAMS DESIGNED TO REDUCE OFFENDER RISK AND NEEDS****
10. Programs shall have a written code of ethics, which is communicated to staff. Violations of the code of ethics shall be addressed according to agency policy.

11. Programs shall define their target population and the process(es) utilized to ensure the program serves the intended population and excludes inappropriate participants.
12. Programs shall administer internally, or refer to a community agency for completion, the following assessments as indicated:
 - The appropriate Ohio Risk Assessment (ORAS) tool at designated interval;
 - Need assessments, such as, mental health, alcohol and other drug, sex offender, domestic violence;
 - Responsivity factors, such as, motivation or readiness to change, intelligence, personality, reading level.
13. At minimum, 70% of services offered, programming and referrals provided by the program shall target criminogenic needs.
14. The program shall maintain treatment manuals, utilized by facilitators, containing goals and content of the group, teaching methods, lesson plans, exercises, activities and assignments.
15. Offenders in residential programs shall spend, at minimum, 40 hours weekly in structured activities.
16. Treatment groups shall separate offenders by gender.
17. Treatment groups shall separate offenders by risk and need level.
18. The duration and intensity of internal services, programming and external referrals provided to offenders shall be based on risk. High risk offenders shall receive more internal services and external referrals, at a higher intensity than moderate risk offenders.
19. All programs designed to reduce offender risk and needs shall ensure services are individualized and address criminogenic targets, based on the results of the offender's current Ohio Risk Assessment System (ORAS) assessment and other results obtained from assessments administered by the program. Offenders shall actively participate in the development of their individual case plan.
20. The program shall implement a behavior management system that includes both rewards and punishers designed to encourage new skills and pro-social behavior, while suppressing anti-social behavior.
21. Program/supervision completion shall be determined by established, defined criteria based on the offender's progress in acquiring pro-social behaviors, attitudes and beliefs and not engaging in illegal activity. Programs shall

incorporate a standardized process to periodically and objectively reassess offender progress in meeting case plan goals.

22. Treatment groups that include skill modeling and skill training shall not exceed a ratio of 12 offenders per actively involved facilitator, unless specifically noted in the curriculum utilized by the program.
23. Prior to the offender's successful program termination, an aftercare plan shall be developed with and provided to the offender. The aftercare plan shall contain appropriate linkages (when available) and progress of offender while in the program in meeting target behaviors and goals and recommendations for ongoing continuity of care for the supervising entity.
24. The program shall implement a quality assurance process ensuring the accuracy of completed Ohio Risk Assessment System (ORAS) assessment tools and all staff completing ORAS assessments is currently certified by the authorized entity.
25. Programs shall conduct case record audits to ensure offender records are current, complete and accurate. The file reviews should include, but not be limited to: accuracy of assessment results, case plan based on assessment results, treatment progress is being monitored and documented.
26. The Program Director or designee(s) shall conduct regular monitoring and observation of staff in group facilitation and service delivery. A process shall be implemented to provide feedback to staff.
27. The Program Director or designee shall monitor programmatic services provided on-site by external entities under (sub)contract or memorandum of understanding. All (sub)contracts for programmatic services are to be evidence-based. A quality assurance process shall be in place to ensure contractual services meet the program and offender needs.
28. The Program Director or designee shall monitor the utilization of external referrals for treatment services provided in the community. A quality assurance process shall be in place to ensure outside treatment services meet the program and offender needs.
29. Program staff shall have the opportunity to provide input into modification of the program. Program Director or designee shall implement a formalized process for analyzing the staff feedback to determine trends.
30. Offenders shall have the opportunity to provide input into the overall program. Program Director or designee shall implement a formalized process for analyzing the offender feedback to determine trends.

31. Programs, with involvement from the Program Director, shall develop and implement, written agency policies and procedures. Policies shall be reviewed annually by the Executive Director or designee and changes approved by governing entity.
32. Programs shall develop written policies and procedures requiring the retention and disposal of all grant purchased equipment and corresponding inventory list according to grant guidelines
33. Programs shall retain all offender records for a minimum of three (3) years from the date of offender termination from the program.
34. Programs shall correct all fiscal findings within designated time, if indicated and provide documentation of the corrective action to the Bureau of Community Sanctions.
35. Programs shall enter intake, termination and reassessment data into the DRC Management Information System within 14-calendar days unless the Bureau of Community Sanctions grants a written waiver.
36. DRC Management Information System data will be accurate when compared to case file information.
37. Programs shall submit written reports of serious incidents to the Bureau of Community Sanctions within two (2) business days of the time the incident occurred or was reported. Serious incidents include, but are not limited to, escapes/AWOL from a CBCF, fires, inappropriate sexual behavior, serious agency staff misconduct, building emergencies, incidents or interviews which may result in a televised or published account in a news release, use of force/deadly force, incidents serious enough to warrant consideration for removal from program (e.g., assaults, theft, property loss or damage) and violation of the Ohio Revised Code that could include law enforcement involvement.
38. Residential programs shall have an annual fire inspection and a valid food service license.
39. Residential programs shall achieve and continuously maintain ACA Accreditation. A copy of ACA annual reports, Significant Incident Summary and Outcome Measure worksheets shall be submitted to the Bureau of Community Sanctions on the anniversary of the ACA accreditation (panel hearing) date.

HALFWAY HOUSE SPECIFIC STANDARDS

1. The licensed agency that operates more than one residential unit shall have a centralized placement contact.
2. The facility shall be clean and in good repair with housekeeping and maintenance plans in effect.
3. The licensed agency shall implement a policy regarding the documentation of granting overnight, weekend and special passes. A form shall be submitted to the supervising authority in cases where the offender is requesting a pass to an address that has not previously been approved. This form shall be submitted no later than noon two days prior to the first day of the pass. A copy of the pass shall be maintained in the offender's file. The form shall include:
 - (1) Name and identification number (institution or docket) of the offender;
 - (2) The dates and times the pass begins and ends;
 - (3) The destination;
 - (4) The basis for the agency's recommendation;
 - (5) Signature of agency staff; and
 - (6) A space for approval or disapproval and signature, if required, of the supervising authority.
4. The supervising authority and/or court shall receive at least monthly progress reports for all offenders in the halfway house and electronic monitoring programs. The monthly report submitted to the Adult Parole Authority shall contain the name, address and telephone number of the person the offender plans to reside with upon program completion, as well as the anticipated termination date.
5. The licensed agency shall provide electronic notification to the Bureau of Community Sanctions of the admission of all Transitional Control offenders within one business day of arrival.
6. Collection and distribution of Transitional Control offenders' earnings shall be in accordance with rule 5120:12-05 of the Administrative Code.
7. The issuance of passes to Transitional Control offenders shall be in accordance with DRC policy 108-ABC-01, Transitional Control Supervision.
8. Transitional Control offenders shall remain in the assigned facility unless working at approved employment or participating in other activities approved by the agency. The licensed agency shall document Transitional Control offenders' whereabouts are being verified while outside of the facility.

9. The licensed agency shall maintain a signed waiver, per episode, for Transitional Control offenders refusing medical treatment or who elect to pay all medical expenses incurred through treatment in the community. The licensed agency shall contact the Bureau of Community Sanctions no later than the next business day for all serious medical conditions requiring medical attention.
10. The placement of Transitional Control offenders on electronic monitoring shall be in accordance with DRC policy 108-ABC-01, Transitional Control Supervision.
11. The licensed agency shall implement Transitional Control Behavioral Guidelines in accordance with DRC policy 108-ABC-01 Transitional Control Supervision.
12. The licensed agency shall submit the Transitional Control Monthly Medication Report and Central Pharmacy co-payments to the Division of Parole and Community Services monthly..
13. The licensed agency shall implement policies and procedures governing the electronic monitoring program to include at minimum:
 - a. Method in which monitoring is being conducted, including subcontractors and type of equipment;
 - b. A back-up plan for the primary failure of equipment at the monitoring center, the halfway house facility or the offender's home unit;
 - c. The referral process, equipment hook-up, program termination, case management activities, itineraries, investigating violations and file documentation; and
 - d. Agency staffing 24 hours a day for the electronic monitoring program, with one person coordinating the program.
14. The licensed agency shall investigate unusual occurrences and/or alleged violations of the electronic monitoring program. The investigation shall include at minimum:
 - a. Type of occurrence or violation, such as, equipment tampering, itinerary violations or power failure;
 - b. Documentation of efforts made to determine the offender's whereabouts by attempting to contact the offender, host, employer, supervising officer, or others that may know the his/her whereabouts;
 - c. Written notification of the outcome of the investigation to the supervising authority no later than the next business day.
15. The licensed agency shall complete electronic monitoring termination reports within three business days of termination from the program. Termination reports shall include, at minimum:
 - a. Offender name and institution number;
 - b. Date of activation and deactivation;

- c. Summary of case management activities (if applicable);
 - d. Summary of violations and investigation results; and
 - e. Outcome of termination, successful or unsuccessful.
16. The licensed agency shall maintain offender electronic monitoring records that include at minimum:
- a. Referral form;
 - b. Electronic monitoring program conditions;
 - c. Host agreement;
 - d. Itineraries;
 - e. Investigations into unusual occurrences and program violations;
 - f. Case management activities such as case notes, referrals, urinalysis results; and
 - g. Termination report
17. The licensed agency shall complete a thorough investigation in an attempt to locate offenders whose whereabouts are unknown. The investigation shall be completed within four (4) hours of discovering his/her whereabouts are unknown.
18. The licensed agency shall provide notification to the Adult Parole Authority under the following circumstances:
- a. Prior to discharging an offender from the facility
 - b. When an offender is observed by agency staff leaving the facility unauthorized
 - c. When an offender's whereabouts remain unknown for four (4) hours

**EVALUATION OF LICENSED HALFWAY HOUSE
OR COMMUNITY RESIDENTIAL CENTERS**

Ohio Department of Rehabilitation and Correction Administrative Rule: 5120:1-3-04

- (A) The administration of each licensed halfway house and community residential center shall provide the division of parole and community services with the goals, objectives and measurement criteria for their organization. This information will be for each new fiscal year and should be submitted with contract negotiation materials for evaluation and review by the division of parole and community services.
- (B) The licensed facility may submit data that will indicate that its goals and objectives are being achieved.
- (C) Resources permitting, the division of parole and community services shall provide technical assistance to halfway houses and community residential center administration in establishing the facility's goals, objectives and measurement criteria.
- (D) The administration of each licensed facility shall be able to review the results of the information submitted by his/her organization.

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CONTRACTING AND PAYMENT REIMBURSEMENT FOR OFFENDERS PLACED IN HALFWAY HOUSES

Ohio Department of Rehabilitation and Correction Administrative Rule: 5120:1-3-01

(A) General policy

The department of rehabilitation and correction (“department”), through the division of parole and community services (“division”), may enter into the contracts for the housing of specific classes of eligible offenders through licensed public and private facilities (hereinafter “licensed facility” or “facilities”).

(1) Such licensed facilities shall comply with all relevant standards of the federal, state and local building, fire, health and safety authorities.

(2) Any licensed facility contracting with the division shall be required to maintain accurate financial records in a manner consistent with generally accepted accounting principles and procedures, which shall be available upon reasonable notice for inspection and audit by representatives of the division. Such records shall disclose the amounts of all income received by the licensed facility and the sources thereof, and the amounts and purposes of all expenditures of the licensed facility. Additionally, each licensed facility contracting with the division shall provide the division with copies of a complete annual audit report of its financial activities prepared by a reputable certified public accountant licensed by the state of Ohio and any other financial data as requested by the division. All licensed facilities contracting with the division shall comply with the laws of the state of Ohio, including, without limitation, sections 109.23 to 109.33 of the Revised Code.

(B) Purpose and applicability

This rule sets forth standards for determining the allowable costs of licensed facilities contracting with the division of parole and community services. The standards are for the purpose of cost determination and are not intended to identify the circumstances or indicate the extent of state participation in the financing of any one program. No provision for profit or other increment above the cost is intended.

(C) Basic guidelines: To be allowable under an agency program, cost must meet the following general criteria:

(1) Be necessary and reasonable for proper and efficient administration of the agency program and be allowable thereto under these rules.

(2) Be authorized or not prohibited under state or local laws or regulations.

(3) Conform to any limitations or exclusions set forth in these rules, federal or state laws, or other governing limitations as to types or amounts of cost items.

(4) Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.

(D) Allowable costs

(1) Accounting. The cost of establishing and maintaining accounting and other information systems required for the management of agency programs is allowable.

(2) Advertising. Advertising media include newspapers, magazines, radio and television programs, direct mail, trade papers and the like. The advertising costs allowable are those which are solely for:

(a) Recruitment of personnel required for the agency program.

(b) Solicitation of bids for the procurement of goods and services required.

(c) Other purposes specifically provided for in the agency contract.

(d) Cost of solicitation mailing for the purpose of raising funds.

(3) Audit service. The cost of audits necessary for the administration and management of functions related to agency programs is allowable.

(4) Bonding. Costs of premiums on bonds covering employees who handle agency funds are allowable.

(5) Communications. Costs incurred for telephone calls or services, telegraph and postage are allowable.

(6) Compensation for personal services.

(a) General. Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the agency contract.

(b) Payroll and distribution of time. Amounts charged to agency programs for personal services, regardless of whether treated as direct or indirect cost, will be based on payrolls documented and approved in accordance with generally accepted practice of the state or local agency.

(7) Depreciation

(a) Agencies may be compensated for the use of buildings, capital improvements and equipment through depreciations. The computation of depreciation be based on acquisition cost. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used in the

computation. In addition, the computation will also exclude the cost of land. Depreciation on idle facilities is not allowable.

(b) Adequate property records must be maintained and any generally accepted method of computing depreciation may be used. However, the method of computing depreciation must be consistently applied for any specific asset or class of assets.

(c) No depreciation may be allowed on any assets that would be considered as fully depreciated.

(8) Employee fringe benefits. Cost identified under paragraphs (D)(8)(a) and (D)(8)(b) of this rule are allowable to the extent that total compensation for employees is reasonable as stated in paragraph (D)(6) of this rule.

(a) Employee benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, sick leave, court leave, military leave and the like if they are provided pursuant to an approved leave system and the cost thereof is equitably allocated to all related activities.

(b) Employee benefits in the form of employer's contribution of expenses for social security, employee's life and health insurance plans, unemployment insurance coverage, worker's compensation insurance, pension plans, severance pay and the like, provided such benefits are granted under approved plans.

(9) Legal expenses. The cost of legal expenses required in the administration of agency programs is allowable.

(10) Maintenance and repair. Costs incurred for necessary maintenance, repair, or upkeep of property which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition are allowable.

(11) Materials and supplies. The cost of materials and supplies necessary to carry out the agency program is allowable.

(12) Organizational memberships, subscriptions and professional activities.

(a) Memberships. The cost of memberships of the licensed facility in civic, business, technical and professional organizations is allowable provided that:

(i) The benefit from the membership is related to the agency program;

(ii) The expenditure is for agency membership:

(iii) The cost of the membership is reasonably related to the value of the services or benefits received; and

(iv) The expenditure is not for membership in an organization, which devotes a substantial part of its activities to influencing legislation.

(b) Reference material. The cost of books, subscriptions to civic, business, professional and technical periodicals is allowable when related to the agency program.

(c) Meetings and conferences. Cost are allowable when the primary purpose of the meeting is the dissemination of technical information relating to the agency program.

(13) Payroll preparation. The cost of preparing payrolls and maintaining necessary related wage records is allowable.

(14) Printing and reproductions. Costs for printing and reproduction services necessary for agency administration, including but not limited to forms, reports, manuals and informational literature are allowable.

(15) Taxes. Taxes which the agency is legally required to pay are allowable.

(16) Training and education. The cost of in-service training customarily provided for employee development which directly or indirectly benefit agency programs and offenders is allowable.

(17) Transportation. Costs incurred for freight, cartage, express, postage and other transportation costs relating either to goods purchased, delivered, or moved from one location to another is allowable.

(18) Travel. Travel costs are allowable for expenses or transportation, lodging, subsistence and related items incurred by employees who are in travel status on official business incident to the agency program.

(19) Accreditation cost. Accreditation cost is allowable in the year and for the amount vouchered. Accreditation costs are only allowable on a three-year basis.

(E) Costs allowable with approval of the Ohio department of rehabilitation and correction. Under this paragraph, "approval" means written approval received from the division of parole and community services prior to incurring any of the following costs:

(1) Building space and related facilities. The cost of space in privately or publicly owned buildings used for the benefit of the agency program is allowable subject to the conditions set forth below. The total cost of space, whether in a privately or

publicly owned building, may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.

(a) Rental cost. The rental cost of space in a privately owned building is allowable when specifically approved.

(b) Maintenance and operation. The costs of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alteration and the like; are allowable to the extent they are not otherwise included in rental or other charges for space when specifically approved.

(c) Occupancy of space under rental purchase or a lease with option to purchase agreement. The cost of space procured under such arrangement is allowable when specifically approved.

(2) Insurance and indemnification.

(a) Contributions to a reserve for a self-insurance program approved by the department of rehabilitation and correction are allowable to the extent that the type of coverage, extent of coverage, and the rates and premiums would have been purchased to cover the risks.

(b) Actual losses which could have been covered by permissible insurance (through an approved self-insurance program or otherwise) are unallowable. However, costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor by insurance, such as losses not covered spoilage, breakage, and disappearance of small hand tools which occur in the ordinary course of business are allowable.

(3) Professional services. Cost of professional services rendered by individuals or organizations not a part of the licensed facility is allowable provided such costs are reasonable. All such costs are subject to approval by the division of parole and community services.

(4) Interest. Reasonable interest on borrowing, however represented, is allowable when specifically approved.

(F) Unallowable costs.

(1) Bad debts. Any losses arising from uncollectable accounts and other claims and related costs, are unallowable.

(2) Contingencies. Contributions to a contingency reserve or any similar provision for unforeseen events are unallowable.

(3) Contributions and donations are unallowable.

(4) Entertainment. Costs of amusements, social activities, and incidental costs relating thereto, such as for meals, beverages, lodging, rental transportation, and gratuities, are unallowable when they are directly for the benefit of employees of the agency.

(5) Fines and penalties. Costs resulting from violations of federal, state, or local laws or regulations, are unallowable.

(6) Expansion and development. Reserves for future expansion and development are unallowable.

(7) Rearrangement and alteration. Costs incurred for rearrangement and alteration of facilities that materially increase the value or useful life of the facilities are unallowable.

(8) Acquisition cost of all depreciable assets are unallowable.

(9) Costs for managing federal grants are unallowable.

(10) Mortgage payments which accrue to the principal are unallowable.

(11) All costs related to the administration and provision of services to other than eligible offenders are unallowable.

(12) If a licensed facility receives subsidy funds under section 5149.30 to 5149.37 of the Revised Code, the costs related to those funds are unallowable.

(13) The licensed facility's cost for residential services shall be reduced by the amount of the subsidies received under sections 5149.30 to 5149.37 of the Revised Code if such subsidies are used to offset residential costs.

(14) Individual membership dues are unallowable as provided in section 9.65 of the Revised Code.

(15) Legal expenses arising from the initiation, prosecution or appeal of any civil action filed against the state of Ohio, the department or any of its employees are unallowable.

(16) Compensation paid by the licensed facility to members of its board of directors or other governing body are unallowable.

(G) Computation of per diem rate

(1) In determining the amount of an agency's total adjusted costs, (allowable expenses) paragraphs (D) to (F) of this rule, must be followed. The total adjusted cost (TAC) is the sum of all allowable costs.

(2) When determining an agency's operating surplus, subtract the total revenue received during the past twelve months by the agency from the agency's total cost for the same time period.

(3) To compute one hundred per cent of an agency's average daily per capita cost with its facility at full occupancy, the procedure outlined below should be followed:

(a) Subtract the amount derived in paragraph (G)(2) of this rule (operating surplus) from the total adjusted cost paragraph (G)(1) of this rule to determine the agency's total includable costs ("TIC").

(b) Compute the contract per diem rate by using this formula:
Total includable costs/Total mandays = Contract per diem rate

(4) The licensed facility's average daily per capita cost at full occupancy shall not exceed the actual cost of the previous twelve months plus any inflation factor that may be deemed necessary by the division.

(H) Contracts

(1) The division of parole and community services may enter into written contracts with licensed facilities to provide services to eligible offenders. Such contracts shall provide for the method of payment by the department to the licensed facility.

(2) The execution of a written contract between the division of parole and community services and a licensed facility stating specifically the obligations of each party shall be a condition precedent to any obligation upon the department to make any payment to the licensed facility for any services rendered to an eligible offender by the licensed facility.

(3) As a condition precedent to the execution of any contract pursuant to paragraph (H)(1) of this rule the board of trustees or other governing body of each licensed facility shall submit to the division of parole and community services a document designating the person who is empowered to enter into contracts on behalf of such licensed facility, and by whose signature such board of trustees or other governing body agrees to be bound.

(4) Contract negotiation materials for state financial assistance to establish, maintain, and operate a licensed facility shall be submitted to the division of parole and community services. These materials shall contain proposed budget expenditures for the total cost of operating the licensed facility for one year. Licensed facilities agree to operate the program as outlined in the submitted contract negotiation materials.

(I) Payment procedure

(1) Each licensed facility shall submit to the bureau of community sanctions in the division of parole and community services by the tenth working day of each month a separate report in such form as required by the bureau of community sanctions, for each class of eligible offender specifying for the preceding month the total mandays for each class of eligible offenders.

(2) The department, through the bureau of community sanctions in the division of parole and community services will disburse funds to each licensed facility according to the contract. The division may adjust the contract amount or terminate the contract with licensed facilities that fail to meet the mutually agreed upon terms of the contract, or fail to maintain average bed utilization as determined in the contract.

(3) A licensed facility may hold a bed for an eligible offender who is in jail or a hospital for a period not to exceed five days if the supervising authority notifies the licensed facility that the eligible offender will return to the licensed facility.

(J) General requirements

(1) The licensed facility shall require each offender to execute a document giving the employees of the licensed facility and the adult parole authority permission to dispose of the offender's property in the event of death or arrest or otherwise specifying what the licensed facility or the adult parole authority should do with the property in such event.

(2) The document executed under paragraph (J)(1) of this rule shall authorize the licensed facility and the adult parole authority to dispose of an offender's property in any manner that the facility and authority consider appropriate if the offender absconds supervision for longer than fourteen consecutive calendar days.

Effective: 03/28/2011

R.C. 119.032 review dates: 01/04/2011 and 01/12/2016

Promulgated Under: 119.03

Statutory Authority: 5120.01, 2967.14, 2967.26

Rule Amplifies: 2967.14, 2967.26

Prior Effective Dates: 10/9/76, 10/12/78, 4/1/82, 9/4/84, 2/1/86, 7/1/91, 7/1/96, 11/10/99, 12/15/10

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the Independent Contractor will be paid for services as a suitable facility for eligible offenders in accordance with Ohio Administrative Code (O.A.C.) 5120:1-3-01.

“THIS AGREEMENT is made and entered into by and between **The Ohio Department of Rehabilitation and Correction** (hereinafter referred to as the ‘Purchaser’) and _____ (hereinafter referred to as the ‘Independent Contractor’) for the performance of services as set forth and described in ‘Exhibit A’, entitled ‘Scope of Work’.

THE PURCHASER AND CONTRACTOR AGREE AS FOLLOWS:

1. **Purchase and Performance of Services:** The Independent Contractor agrees to provide, and the Purchaser agrees to pay for, the scope of work described in “Exhibit A”, which is incorporated herein by reference and made a part thereof, as if fully set forth.

2. **Compensation for Services:** The Purchaser shall pay the Independent Contractor for the performance of services called for by this Agreement as provided in “Exhibit B”, which is incorporated herein by reference, and made a part thereof as if fully set forth, and which is made subject to the termination and default provisions of this Agreement. The maximum dollar amount of this Agreement shall be \$ _____.

	Number of Placements or Miles	Per Diem or Rate	Total
<i>Beds</i>			
Parole/PRC Violator Electronic Monitoring (EM)			
Transitional Control (TC) EM			
TC Supervision			
TC Transportation (in miles)			
<i>Total Contract</i>			

The compensation set forth herein above shall constitute the sole and exclusive consideration offered or furnished by the Purchaser for the performance of services by the Independent Contractor. The Purchaser shall make no payments on behalf of the Independent Contractor into any fringe benefits program nor withhold any money from the Independent Contractor's compensation for any Federal, State or Local taxes or for any other purpose. Total compensation to the Independent Contractor shall be in lieu of any fringe benefits normally available to state employees within the civil service of the State of Ohio.

3. **Licensure:** This Agreement shall be of no force or effect unless and until the Independent Contractor is licensed as a suitable facility by the Deputy Director of the Division of Parole and Community Services of the Ohio Department of Rehabilitation and Correction.

The terms "eligible releasee(s)", "licensed facility", "Center Director" and "full occupancy" have the same meaning as given those terms in Rules 5120:1-3-01 to 5120:1-3-18 of the Administrative Code and the Division of Parole and Community Services Policies as applicable. This Agreement is subject to and governed by the aforesaid Rules as if fully rewritten herein. The Independent Contractor herewith acknowledges receipt of a copy of these Rules.

4. **Terms of Agreement:** This Agreement shall be in effect from the date of the signature of the Deputy Director of the Division of Parole and Community Services on this Agreement, or **July 1, 2010** whichever occurs later, to **June 30, 2011**, unless extended or renewed by written Agreement of both parties, or otherwise terminated as provided herein, but in no event shall this Agreement extend beyond **June 30, 2012**.
5. **Termination of Agreement:** Except as provided in O.A.C. 5120:1-3-02, either party to this Agreement may terminate the Agreement for any reason by providing the other party with written notice sent by certified mail no less than thirty (30) days in advance of termination. In the event that Purchaser, in its sole discretion, determines that the Independent Contractor may be endangering the health, safety or lives of the residents, Purchaser may immediately take appropriate action, up to and including immediate termination of this Agreement. In no event shall Purchaser be obligated to pay for any services not actually performed by the Independent Contractor.
6. **Subcontracting:** The Independent Contractor may subcontract the performance of any services required by this Agreement, but shall remain ultimately responsible as an Independent Contractor for all services performed under this Agreement.

7. **Fiscal Compliance:** Independent Contractor shall review and respond in writing within thirty (30) days to fiscal review recommendations prepared by Purchaser for the audit period.

Should a fiscal review by an Auditor, Independent Auditor or DP&CS fiscal agent find that faulty information was submitted in financial statements, a monetary claim may be initiated to recover monies for the Purchaser.

Independent Contractor is required to maintain, according to the attached audit guidelines, accurate financial records in a manner consistent with generally accepted accounting principles and procedures, which shall be available with reasonable notice for inspection and audited by a representative from Purchaser and as required for full compliance with Administrative Regulation 5120:1-3-01.

The Purchaser and the Independent Contractor agree that the voluntary anti-inflationary plan and price standards as promulgated on March 18, 1980, which are set forth in the Code of Federal Regulations Volume 45, No. 54, shall be interpreted as "other governing limitations" within the meaning of Rule 5120:1-3-01 (C) (3) of the Administrative Code of Ohio in the computation of the Total Includable Cost.

8. **Compliance with Law:** The Independent Contractor agrees to comply with all applicable, Federal, State and Local laws and regulations in the conduct of the work hereunder. Independent Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this Agreement. The Purchaser shall not be liable for any taxes under this Agreement.
9. **Record Retention:** The Independent Contractor shall maintain independent books, records, documents, and papers involving transactions relative to the performance of this Agreement which reflect all direct and indirect costs of any nature expended in the performance thereof. These records, books, documents, and papers shall be retained for a minimum of seven (7) years following the end of the Independent Contractor's fiscal year in which the final entry was made. Such records shall be made available and subject to audit and inspection at all reasonable times during the period of their required retention by authorized Federal, State and Department personnel.

Offender case files and material filed or referenced under an offender's name may be destroyed five (5) years after the date that the offender terminates the program. This requirement does not require the

expungement of personally identifying information, which incidentally appears in financial reports, or other records required to be retained.

For offenders participating in the Transitional Control program that are absent without leave (AWOL) and declared a violator at large by the Adult Parole Authority, case files and material shall be maintained by the Independent Contractor until the offender is apprehended by law enforcement. The case file information shall be made available to the Purchaser for purposes of violation proceedings.

The Independent Contractor shall, for each subcontract in excess of Twenty-Five Hundred Dollars (\$2,500.00), require its subcontractor to agree to the same provisions of this Article.

10. **Disclosure of Information:** All records and other information pertaining to any resident passing to and from the Purchaser, its employees, agents, servants and inmates, and the Independent Contractor in the performance of service shall be strictly confidential. The Independent Contractor shall not use or disclose any information concerning residents for any purpose not directly connected with the administration of the Purchased Services, except upon the written consent of the resident or his/her responsible parent or guardian, or by Court Order, or as permitted by State or Federal law or regulations.

The Independent Contractor shall require its employees, agents, assignees and subcontractors to agree to these same confidentiality provisions, and agrees to hold the Purchaser, its agents, employees and assignees harmless on account of any loss, injury, damage or claim that may result from the failure of the Independent Contractor, its employees, agents, assignees and subcontractors to maintain such confidence.

11. **Certification by Office of Budget and Management:** Notwithstanding any other provision of this Agreement, and in accordance with Section 126.07 of the Ohio Revised Code, this Agreement shall not be valid or enforceable, unless and until the Director of the Office of Budget and Management first certifies that there is a balance in the preparation, not already obligated to pay existing obligations. This Certification, or Proposed Certification, is subject to review by the Office of Budget and Management which may order that it be withdrawn or modified.

12. **Use of Ohio Vendors:** Subject to Section 125.11(b) of the Ohio Revised Code, The Department of Rehabilitation and Correction certifies that Ohio Vendors were sought at the time of the original bid. It was determined at the time that this Vendor was the best Vendor able to provide necessary services.

Independent Contractor is encouraged to purchase a portion of supplies and furnishings from Ohio Penal Industries (OPI), Ohio Industries for the Handicapped (OIH), Inc., and Minority Business Enterprises (MBE) whenever feasible.

13. **Ohio ETHICS AND Elections Law:** The Independent Contractor affirms that, as applicable, no sole proprietor, partner, shareholder, or other principal, or the spouse of such principal, has made, as an individual, any time between **January 1, 2010,** and **December 31, 2011,** one or more contributions to the Governor or to his campaign committees, in excess of the restrictions of Section 3517.13 of the Ohio Revised Code.

The Independent Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by section 102.04 of the Ohio Revised Code. Further, the Contractor affirms that, as applicable to them, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the contract and with all applicable provisions that extend beyond the expiration of the contract.

14. **Equal Employment Opportunities:** In carrying out this Agreement, the Independent Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status. The Independent Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, handicap, age, or veteran status. Such actions shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other Forms of Compensation; and Selection for Training, including Apprenticeship.

The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Independent Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, handicap, age, or veteran status. The Independent Contractor shall incorporate the foregoing requirements of this paragraph in all of its Agreements for any of the work described herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontract for such work.

15. **Conflict of Interest:** No personnel of the Independent Contractor or member of the governing body of any locality, or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the State in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the State shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

16. **Certification of Drug-Free Workplace Compliance:** The Independent Contractor certifies that all its employees while working on State property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
17. **Responsibility for Claims:** Independent Contractor agrees to indemnify and hold harmless the Purchaser, its employees, agents, and assignees, from any and all claims, liability and damages whatsoever, resulting from activities in furtherance of the work hereunder. Independent Contractor agrees to defend against any such claims or legal actions when requested by the Purchaser to do so.

The Independent Contractor shall furnish and keep in full force and effect at all times during the term of this Agreement, all appropriate insurance as may be required or necessary.

18. **Limitation of Liability:** The Purchaser's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Independent Contractor under this Agreement or the amount of direct damages incurred by the Independent Contractor, whichever is less. In no event shall the Purchaser be liable for any indirect or consequential damages, including loss of profits, even if the Purchaser knew, or should have known, of the possibility of such damages.
19. **Entire Agreement:** This Agreement when signed by both parties, shall constitute the entire Agreement between the parties and no other prior

oral or written communication shall have any force or effect. It is agreed that any term or provision may be modified or added to this Agreement only by means of a writing, agreed to and signed by both parties to this Agreement. Such writing need not be supported by any further consideration to be binding on both parties.

20. **Construction of Agreement:** This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. If any provision of this Agreement is held by any Court to be invalid, void and unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect to the extent possible.

This Agreement supersedes and replaces any previous Agreements.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below their signatures.

CONTRACTOR:

PURCHASER:

**OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION**

FACILITY

DEPARTMENT NAME

Bureau of Community Sanctions

770 W. Broad Street

Address

Address

City/State/Zip

Columbus, Ohio 43222
City/State/Zip

Tax I. D. Number

Assistant Chief, Bureau Of Community Sanctions Date

By

Chief, Bureau of Community Sanctions Date

Deputy Director, Division of Parole and Community Services Date

EXHIBIT A

Scope of Work – Halfway Houses

The term of this Contract shall end on June 30, 2011 unless extended or renewed in accordance with Section 4 of the Contract.

The Independent Contractor hereby agrees that the scope of work to include Sections 1 through 9 under this Contract shall be as follows:

- 1) The Independent Contractor shall provide for services as required by the existing state licensing standards, which are incorporated as part of this Agreement as if fully rewritten herein, and to make arrangements for special conditions mandated for any eligible offender in residence.
- 2) The Independent Contractor shall comply, when applicable, with the American Disabilities Act and all guidelines and policies issued by the department.
- 3) The Independent Contractor shall make available to each assigned eligible offender at least three meals per day. The meals shall be in accordance with a plan approved by a licensed dietician.
- 4) The Independent Contractor shall maintain the facility in good repair and provide for heat, ventilation, light, and water, including hot water for personal hygiene, and sanitary facilities sufficient to meet the reasonable needs of the eligible offender assigned to the Independent Contractor by the Division of Parole and Community Services in accordance with licensing standards.
- 5) The Independent Contractor shall provide twenty-four hour supervision of each eligible offender, and ensure that staffing patterns of the agency will be concentrated when most residents are available to use facility resources. This includes all controls and documentation required by the Division of Parole and Community Services.
- 6) In the event the Independent Contractor determines that a referred offender is not eligible for admission based upon established criteria, the Independent Contractor shall electronically respond to the referral source within five business days of receipt of the referral. A reason for the rejection shall be provided at the time of response to the referral source.

This does not include Transitional Control and Intensive Program Prison (IPP) programs at Pickaway Correctional Institution (OASIS

Therapeutic Community) and MADISON Correctional Institution (AOD IPP) referrals. The Independent Contractor shall accept all referred offenders who are appropriately screened for Transitional Control.

- 7) The Independent Contractor shall not discharge an offender from the facility without notifying the supervising AUTHORITY prior to release.
- 8) The Independent Contractor shall:
 - a. Provide structural and staff control for all facility entrances and exits
 - b. Provide in-house food services under staff supervision; and
 - c. Comply with Department of Rehabilitation and Correction licensing standards and Department of Rehabilitation and Correction policy 108-ABC-01 for residential monitoring and supervision, specifically to include, but not limited to: itineraries, in-house population counts, community monitoring, documentation, proper notification to supervisory authority, enforcement of special conditions and Electronic Monitoring.
 - d. Collect fees from Transitional Control offenders in accordance with O.A.C. 5120:12-05 and submit those fees monthly in the form of a check to the "Treasurer - State of Ohio" to the Purchaser's business office.
- 9) The Independent Contractor who provides in-patient mental health and drug and alcohol treatment shall be certified/licensed by the appropriate regulatory agency.

EXHIBIT B

The Independent Contractor shall include, as part of the agreed upon total cost, the following:

- 1) The Independent Contractor shall submit on an annual basis a "Summary Report", of all allowable expenses in accordance with Administrative Rule 5120:1-3-01.
- 2) The Independent Contractor shall provide the Division of Parole and Community Services with information in accordance with Administrative Regulation 5120:1-3-04.
- 3) The parties understand and agree that "eligible releasee," as defined in Ohio Administrative Code Rule 5120:1-3-05, shall be the only class of persons whom the Independent Contractor serves under the terms of this Agreement.
- 4) For the services herein agreed to be performed, the Division of Parole and Community Services will pay the Independent Contractor at the rate of \$ per day for beds for 365 days. Total Contract not to exceed \$.
- 5) The Independent Contractor agrees to designate beds for the individual classes of offenders as stated below:

	Male	Female
PRC/Parole bed is:		
Mental Health Transition bed is		
Community Control/Probation bed is:		
Transitional Control bed is:		

Total bed quota is:

If the Independent Contractor falls below the indicated occupancy rates, then Purchaser may immediately take appropriate action, including a contract modification to adjust for unfilled beds. If, at the end of the fiscal year, the Independent Contractor is determined to have fallen below the indicated occupancy rates, the Independent Contractor and Purchaser shall negotiate the appropriate method, amount and timeframe for repayment.

- 6) The Independent Contractor shall RECEIVE PAYMENT for the first quarter, which equals one-fourth of the

CONTRACT TOTAL stated in Paragraph 2. Throughout the contract period the purchaser will review utilization and may adjust the contract accordingly via an addendum. The second, third and fourth quarter PAYMENTS will be adjusted to reflect the compensation shown on the contract addendum. If fourth quarter utilization is projected to fall below the indicated occupancy rate, the fourth quarter PAYMENT will be adjusted to reflect the projected under-utilization.

- 7) Compliance with all of the terms of this Agreement by the Independent Contractor is a condition precedent to payment for any services rendered under this Agreement. The Independent Contractor shall submit to the Assistant Chief of the Bureau of Community Sanctions an accurate monthly validation report, signed by the Independent Contractor or designee. The Independent Contractor shall complete the reports and submit them in such manner as may be required by the Division of Parole and Community Services.
- 8) The Independent Contractor shall complete and submit an ODRC Management Information System's (CCIS-Web) Intake and Termination Report for each eligible offender accepted into the facility.
- 9) The Independent Contractor shall provide the Assistant Chief of the Bureau of Community Sanctions, upon request, an accurate account of the total beds occupied and or unoccupied.
- 10) The Independent Contractor and the Division of Parole and Community Services agree that the eligible offender will be admitted to the facility, providing a bed is available, and that the offender meets the pre-approved Independent Contractor's admission criteria.
- 11) The Independent Contractor shall obtain and CONTINUOUSLY maintain American Correctional Association (ACA) accreditation.

EXHIBIT C

Provisions of Electronic Monitoring:

1. The Independent Contractor shall monitor offenders on Electronic Monitoring in accordance with DEPARTMENT OF REHABILITATION AND CORRECTION Policy 108-ABC-04 or guidelines established by the Division of Parole and Community Services for Electronic Monitoring of offenders under Parole/PRC/Interstate Compact supervision.
2. The Independent Contractor shall submit an accurate monthly validation report signed by the INDEPENDENT CONTRACTOR DIRECTOR or designee.
3. The Independent Contractor shall provide documentation upon request from the Purchaser of staffing levels (at the electronic monitoring center). This is to include, but is not limited to names of staff assigned to EM duties, and if applicable, shifts that each is assigned to.
4. The Independent Contractor shall provide upon request from the Purchaser a written description detailing the way in which monitoring is being conducted. This may include, but is not limited to the identity of any subcontractors being utilized by the Independent Contractor, a description of the type of monitoring being conducted (i.e.; continuous tracking [GPS] or continuous Radio Frequency [Home Monitoring System]) and the name of the equipment being used.
5. The Independent Contractor shall maintain twenty-four (24) hour/seven days per week monitoring of offenders and provide upon request from the Purchaser a written back-up plan to be utilized to ensure continuous monitoring of offenders should a failure of primary equipment at the monitoring center occur. The Independent Contractor must be capable of implementing a back-up monitoring plan that is deemed adequate by the Purchaser. Monitoring with primary equipment must resume as soon as practical.
6. The Independent Contractor shall provide written termination summary reports (successful or unsuccessful) to the supervising authority within three business days of deactivation. The reports shall minimally include: offender name, institution number, date of activation, date of deactivation, summary of case management activities, summary of violations and whether termination was successful or unsuccessful.
7. The Independent Contractor shall investigate monitoring violations which may include but not be limited to; tampering, violation of approved itinerary, out of range and power and equipment failure.

8. The investigation completed by the Independent Contractor shall include but not be limited to;
 - a. attempts to contact the offender by telephone.
 - b. attempts to contact the offender's host, parole officer, emergency contact, employer and local jail.
 - c. document all contacts and/or attempted contacts made.
9. Upon completion of the investigation, for which a maximum of two (2) hours is allowed, the Independent Contractor shall report the outcome to the APA. If special circumstances arise requiring the investigation to extend beyond two hours, the Independent Contractor shall notify the APA.
10. The Independent Contractor shall provide the APA with investigative outcomes in accordance with Bureau of Community Sanctions (BCS) licensing standards; except when otherwise requested by the APA in writing at the time of referral.
11. The Independent Contractor shall provide monitoring through Global Positioning System (GPS) equipment for high-risk offenders as requested by the APA.

EXHIBIT D

Provision of medical services for Transitional Control:

- 1 The Independent Contractor shall provide offenders under Transitional Control with medical, mental health and/or prescription medication assistance in accordance with the following procedures:
 - a) If the offender is under Transitional Control supervision and if the medical treatment required is not an emergency or is serious in nature, requiring repeated care (i.e. flare-up of a chronic condition or non-emergency surgery), the offender will be returned to the appropriate ODRC correctional institution for treatment. If long term treatment is required to address mental health issues, the offender will be returned to the appropriate ODRC correctional institution.
 - i) An emergency is a condition identified by the attending physician as life threatening with no possibility of transportation. If an offender requires emergency treatment the Bureau of Community Sanctions (BCS) designee must be notified immediately.
 - ii) A minor medical condition is one that does not require surgery or several repeated visits (such as, physical therapy) for treatment.
 - iii) Offenders may be returned to the appropriate ODRC correctional institution for any serious medical treatment, including, but not restricted to: surgery, chemotherapy, physical therapy, dialysis; unless the offender demonstrates the ability to pay for treatment him/herself and is able to actively participate in the Transitional Control program.
 - b) Offenders are to be notified at orientation that they are ultimately responsible for any medical treatment they receive while on Transitional Control, but they will not be denied treatment due to an inability to pay.
 - i) The Transitional Control offender will not be responsible for any costs incurred because the releasing institution failed to provide the offender with a 14-day medication supply upon release.
 - c) The Independent Contractor must explore other payment options prior to making payment for offender medical expenses, this may include, but is not limited to: Medicare benefits, Veteran's benefits, employee medical benefits and spousal benefits coverage.
 - d) If the Independent Contractor provides payment for medical assistance rendered to Transitional Control offenders, the Independent Contractor and offender must follow these payback guidelines:
 - i) The offender must have at least \$300 in savings before repayment is required. At any time the offender achieves \$300 in his/her savings account, the repayment plan begins.
 - ii) Up to 25% of the offender's net paycheck may be withheld to repay medical expenses.
 - iii) The amount of reimbursement paid by the offender per paycheck may be decreased if the offender also has child support, fine or restitution

obligations. The Independent Contract may grant this decrease at its discretion.

- 2 The Independent Contractor shall abide by the conditions of the contract with the Department of Mental Health's Office of Support Services' Central Pharmacy for Transitional Control medication and shall provide the Bureau of Community Sanctions with timely documentation of medications provided to the offender, so that BCS may approve payment by the DEPARTMENT OF REHABILITATION AND CORRECTION business office. Failure to provide documentation to BCS in a timely manner that results in late payment and accrual of interest may result in the Independent Contractor reimbursing the Division of Parole and Community Services for any interest paid.
- 3 In accordance with the conditions outlined in 1 d) above:

Offenders with more than \$300 in savings shall make full payment for medication received from Central Pharmacy. Offenders with less than \$300 in savings shall make a \$3 co-pay for each prescription filled by Central Pharmacy. Transitional Control medication payments and co-pays shall be submitted monthly in the form of a check to the "Treasurer - State of Ohio" to the Purchaser's business office. This shall be a separate payment from the Transitional Control offender fees addressed in Exhibit A.
- 4 The Independent Contractor shall invoice the Purchaser for reimbursement for all other appropriate medical expenses incurred by Transitional Control offenders, which they cannot themselves pay. The Independent Contractor must provide appropriate documentation of such expenses, i.e. physician's bill.
- 5 If an offender is released from the institution without being provided with a fourteen-day supply of medication in accordance with DRC policy, the halfway house must first request that the institution overnight the fourteen-day supply from the institution. If the medication cannot be obtained in this manner, the halfway house may purchase the medication for the offender and invoice the Purchaser for reimbursement. The Independent Contractor must provide appropriate documentation of such expenses.

EXHIBIT E

Provisions of Transitional Control transportation:

1. The Independent Contractor shall provide offenders under Transitional Control with transportation from the releasing institution to the receiving agency in accordance with Chapter 4511 and 2921.36 of the Revised Code.
2. The Independent Contractor shall indemnify and hold harmless the State for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the Independent Contractor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.
3. The Independent Contractor may not subcontract the performance of any services required by this Addendum, but shall remain ultimately responsible as an Independent Contractor for all services performed under this Agreement.
4. The Bureau of Community Sanctions (BCS) shall notify the Independent Contractor not less than 5 business days prior to the desired pick-up time. The BCS shall provide the Independent Contractor, via fax or email, with a contact name, telephone and fax number of the designated institution to release the offender.
5. The BCS shall notify the institution that the Independent Contractor is the designated agent to transport the inmate(s) prior to notifying the Independent Contractor of the pick-up.
6. The BCS shall notify the designated institution by fax, telephone or email of the Independent Contractor's date and estimated time of arrival and name(s) of transporting staff.
7. The Independent Contractor shall verify the scheduled transport by contacting the designated institution the day prior to pick-up to ensure the offender will be available for transport.
8. The Independent Contractor shall telephone the designated institution if the estimated time of arrival shall vary two (2) hours either way.
9. The Independent Contractor shall provide at least one (1) female staff when transporting a female inmate(s).
10. The Independent Contractor may be reimbursed for the mileage rate for each of two drivers involved in a transport, in the following instances:

- a) Both male and female TC offenders are being transported at the same time.
 - b) TC offenders are being transported from multiple locations during the same transport.
 - c) More than four (4) TC offenders are being transported at the same time.
 - d) If the Independent Contractor chooses to utilize two drivers in situations beyond the scope of the aforementioned guidelines, the mileage for the additional driver will not be reimbursed.
10. In the event of any unusual incident, emergency or controversial situation which arises in the performance of this contract, the Independent Contractor shall immediately report such to the BCS in accordance with the Division of Parole and Community Sanctions standard for reporting unusual incidents. For purpose of this subparagraph, "Unusual Incident, Emergency, or Controversial Situation" includes, but is not limited to, any act of violence or attempted act of violence by an inmate, any unusual delay in the transportation of the inmate, any absconding by the inmate, and any medical treatment.
11. The Independent Contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event that the driver refuses to transport any such individual, the BCS shall be notified immediately, prior to leaving the pick-up location.
12. If, upon arrival at the institution, the Independent Contractor learns that the inmate(s) has a contagious disease, which was unknown to the Independent Contractor and the BCS the Independent Contractor will immediately contact the BCS for further instructions, and if the inmate is transported, this transport will be made in such a manner as to ensure the well being of all other occupants.
13. The Independent Contractor is not required to provide transportation to inmates for Administrative Returns or Arrests.
14. All employees of the Independent Contractor involved in the pick-up and transport of inmates shall have successfully completed a training program which focused on legal use of force, self-defense, etc., necessary to perform the duties specified herein.
15. The Independent Contractor shall provide documentation showing that background checks are performed on each transportation agent, indicating the individual is not under the supervision of any federal, state or local jurisdiction, that the agent has received complete training in all phases of

inmate transport and should be properly licensed in accordance with all applicable state and federal requirements.

16. The Independent Contractor shall provide documentation showing all employees involved in transporting inmates are certified in Cardio-Pulmonary Resuscitation (CPR).
17. All employees of the Independent Contractor involved in the pick-up and transport of inmates shall carry an ID that indicates information including, but not limited to, the company name, employee's name, photo, etc. These ID's must be presented and/or displayed properly when requested by the institution prior to the release of any inmate(s).
18. The Independent Contractor shall be responsible for providing their own vehicle that is in good operating condition and all necessary maintenance and repairs will be the Independent Contractor's responsibility. The Independent Contractor shall maintain a vehicle maintenance log to include all repairs, maintenance performed, date maintenance/repair performed, location of where maintenance was completed and cost of maintenance.
19. The Independent Contractor shall record all actual mileage accumulated in the course of transporting inmates from the institution to the receiving agency. This mileage sheet shall be submitted monthly to the BCS.
20. The Independent Contractor agrees to provide monthly invoices and supporting documentation to BCS. All records pertaining to transportation funds will be maintained separately, in accordance with established accounting guidelines and subject to ODRC audit.

EXHIBIT F

Scope of Work - Community Residential Centers

The Independent Contractor hereby agrees that the scope of work to include Sections 1 through 4 under this Contract shall be as follows:

- 1) The Independent Contractor shall provide for services as required by the existing state licensing standards as contained in Administrative Rule 5120:1-3-07:
 - A. The licensed agency shall have a policy and procedure/operation manual, which is accessible to all employees and volunteers to include:
 - a. Fiscal management
 - b. Personnel
 - c. Intake
 - d. Housing Support Services
 - e. Resident Rules and Regulations (To be readily available to all residents)
 - f. Resident grievance/appeal process policy
 - g. Resident case records
 - B. The licensed agency shall meet the legal requirements of the governmental jurisdiction in which the licensed agency is located. The documentation for this standard shall include copies of all annual local licensing and inspection certificates indicating conformance to all local fire, health, building and zoning regulations.
 - C. The licensed agency shall implement a housekeeping and maintenance plan and the facility shall be clean and in good repair.
 - D. The licensed agency shall correctly complete and enter all required intake/termination fields on the management information system authorized by the Department of Rehabilitation and Correction (Community Corrections Information System: CCIS-Web) within fourteen (14) days of intake and termination.
 - E. The licensed agency shall notify the offender of available Housing Support services.

- F. The licensed agency shall establish a staffing pattern that ensures that staff will be available to assist and monitor offenders as needed.
- G. The Licensed Agency shall establish a means of limiting ingress into the facility.
- H. The licensed agency shall have written emergency plans that are reviewed and updated annually. Plans shall be communicated to all employees and residents and be conspicuously posted in the facility. Emergency fire and disaster drills shall be conducted on a regular basis and documented.
- I. Any unusual incidents shall be reported to the Assistant Chief or designee of THE BUREAU OF COMMUNITY SANCTIONS and the supervising authority within 48 hours of the incident. Unusual incidents are defined as any events that have serious internal or external ramifications or that may attract the attention of the general public and/or news media. Copy of incident report shall be maintained in resident file.
- J. The licensed agency shall maintain the following records for each offender residing in the facility:
 - 1) Intake and termination forms
 - 2) Signed copy of resident rules and regulations
 - 3) Referral forms
 - 4) Case management notes as appropriate
 - 5) Unusual incident reports as appropriate
 - 6) Grievance forms

The records shall be maintained for a minimum of three years in such a way as to protect their confidentiality.

- K. The Licensed Agency shall be a legal entity or part of a legal entity according to the provisions of Chapter 1702 of the Revised Code. The Agency shall have a copy of the following items:
 - A. Articles of Incorporation or Constitution;
 - B. By-Laws;
 - C. Federal Tax Identification number; and
 - D. A current list of the Board of Directors, their occupations and addresses.

- L. The Licensed Agency shall implement procedures to ensure that all prospective employees and volunteers obtain a local police criminal record check and provide this information to the Licensed Agency prior to the beginning of employment. The retention of an employee or use of a volunteer shall be contingent upon a state-wide criminal record check being completed within ninety (90) days of the date of hire. The Agency Director shall review all record check results to determine compliance with agency hiring practices. All record checks shall be maintained in the employee's personnel file.
 - M. The Licensed Agency shall implement a policy and procedure which prohibits any offender from being assigned to a position of authority over any other offender (e.g. in charge of providing offender services such as commissary, telephone calls, ore being permitted to perform or assist in any security duties).
- 2) The Independent Contractor shall comply, when applicable, with the American Disabilities Act and all guidelines and policies issued by the department.
 - 3) The Independent Contractor shall maintain the facility in good repair and provide for heat, ventilation, light, and water, including hot water for personal hygiene, and sanitary facilities sufficient to meet the reasonable needs of the eligible offender assigned to the Independent Contractor by the Division of Parole and Community Services in accordance with licensing standards.
 - 4) The Independent Contractor shall not discharge an offender from the facility without notifying the supervising authority.

EXHIBIT G

Ohio Department of Rehabilitation and Correction

Standards of Conduct for Contractors, Volunteers and Interns

Definitions

Contractor - Any individual or business under legal agreement with the Ohio Department of Rehabilitation and Correction (ODRC) to provide goods, services or construction for a certain price.

Volunteer - Any individual who has been recruited and has requested volunteer status. The person will be involved in on-going programs and will have direct contact with offenders and offenders under supervision. Paid or unpaid student interns shall be considered as volunteers.

Intern - A paid or unpaid individual in an educational or experiential capacity whose institution or department assignment will deliver a work product of material benefit to the individual and DRC.

Purpose

The purpose of this document is to provide guidance to contractors, volunteers and interns entering the facilities of the ODRC or working with offenders under Division of Parole and Community Service (DPCS) supervision. In view of the nature and purpose of the various facilities of ODRC and DPCS it is necessary that all persons who enter the facilities or work with offenders in the community, understand the rules and security requirements of a correctional environment. Persons entering a correctional facility or who provide services to offenders under supervision, have certain obligations under law to insure that their actions do not jeopardize the safe and secure operation of ODRC and DPCS.

Responsibilities

The Site Manager (APA Regional Administrative/Designee, appropriate Section Manager, or Warden) of each facility/region has the responsibility to ensure that all contractors, volunteers and interns understand the guidelines necessary for their safe entrance and operation while in a correctional setting. Staff will be assigned by the Site Manager to insure that all such persons are properly oriented to working in a correctional environment. Contractors, volunteers and interns must realize their responsibility to follow the rules of conduct, ethics, policies, and law relating to their assignments. The Site Manager will approve entrance and training of all contractors, volunteers and interns and has the authority to terminate entrance authorization or working relationships for any such person who has demonstrated an inability to follow the approved guidelines. In addition, violations may result in termination of contracts/services and/or prosecution.

Personal Conduct

It is essential to the orderly operation of a correctional department that all persons conduct themselves in a professional manner. The following are several types of behavior that cannot be tolerated within a correctional environment, including DPCS offices. (This is not intended to be an all-inclusive list).

1. The use, possession, conveyance, or unauthorized distribution of illegal drugs, narcotics, or controlled substances is strictly prohibited at any time. Use of alcoholic beverages or being under the influence of alcohol or drugs while on duty or conducting volunteer work is prohibited.
2. No person shall, without authorization from the Site Manager, allow themselves to show partiality toward, or become emotionally, physically, or financially involved with offenders, parolees, probationers, transitional controlees or their families, or establish a pattern of social fraternization with same.
 - A. No persons shall offer, send or give to an offender, parolee, probationer, transitional controlee, or a member of his/her family, or to any person known to be associated with him/her, any article, monies, favor, or service which is not authorized in the performance of the person's duties and which conflicts or appears to conflict with the person's assigned duties. Contractors/volunteers or interns shall not accept any gift, personal service, or favor from an offender, parolee, probationer, or transitional controlee, or his/her family, or person known to be associated with him/her which is not authorized in the performance of the person's duties and which conflicts, or appears to conflict, with the person's duties.
 - B. Contractors shall not visit an offender, parolee, probationer, or transitional controlee while such an individual is under the supervision of the Department unless such a visit is given prior authorization during the contract service period by the ODRC Contact Person and Site Manager of the respective facility or the visit is part of the job duties.
 - C. Volunteers/Interns shall not visit an offender at the institution or DPCS office that they are volunteering at except as referenced by DRC policy 71-SOC-01. Volunteers must notify their staff supervisor and complete DRC form 1500, Staff Nexus, if/when they choose to visit an offender at another prison.
 - D. Contractors who become involved in any set of circumstances as described above, have an affirmative responsibility of notifying their contact person at the correctional institution who will be responsible for notifying the site manager.
3. No such person shall, without the express authorization of the Site Manager, show favoritism or give preferential treatment to an individual under

supervision of the ODRC to include, but not limited to offering, receiving, or giving of a favor or anything of value.

4. Brutality, physical violence, or intimidation of inmates, and/or their families, such persons will not be permitted, nor will force be used beyond that necessary to protect any person from physical harm.
5. The use of obscene, threatening, or abusive language by contractors/volunteers toward offenders or others will not be tolerated.

Work Schedule

Due to staffing and security concerns and the nature of services being performed by contractors, volunteers and interns, it is essential that contractors, volunteers and interns work out a mutually acceptable work schedule with their ODRC Contact Person or Intern Mentor. Failure to perform services consistent with the mutually agreed upon schedule may be considered failure to fulfill the requirements of the contract, volunteer service or internship program.

Responsiveness

1. Inattentiveness to job responsibilities and procedures in a correctional environment can result in escapes, assaults, and other incidents. Therefore, contractors, volunteers and interns must remain fully alert and attentive during the time they are on state property or in a state operated office.
2. To insure safety and security to the facility and DPCS operations, such persons must abide the instructions of their ODRC Contact Person or Intern Mentor regarding safety and security related issues.

Confidentiality

1. Some contractors/volunteers may have access to official information, ranging from personal data concerning staff and inmates to information involving security. Because of the various degrees of sensitivity afforded to this information, official information may be disclosed or released only as required in the performance of any contractor's/volunteer's duties upon specific authorization from someone with the delegated authority to release official information. The Director or his designee in the Central Office and the Site Managers are the only persons authorized to release official information.

2. The above shall not be construed as a reason to deny authorized persons access to official records and files. ODRC has an obligation to supply official information in response to requests from organizations or individuals upon determining that such individuals are properly identified and acting in an official capacity. To ensure the proper use of official information the following rules of conduct are established:

- A. Contractors/volunteers will verify the identification and authority of individuals requesting access to information prior to giving or discussing records, personnel files, or other official information.

- B. Authorized persons will not be denied access to official information.
- C. Contractors/volunteers will not use, or release for use, official information for private purposes unless this information is available to the general public.
- D. Contractors/volunteers will not remove from files, or make copies of records or documents except in accordance with established procedures or upon proper authorization.
- E. Contractors/volunteers will not make statements or release official information that could breach the security of the institution/APA district office or unduly endanger any person.
- F. Former contractors/volunteers will be granted access only to information available to other members of the general public, and will have no greater standing than members of the public, irrespective of their past contractual relationship and/or any associations developed in the course of such relationships.

Illegal Activity

The very nature and purpose of the Department's existence demand that it closely monitors any alleged illegal activity by its employees and non-employees. Should any contractors, volunteers or interns be arrested for, charged with or convicted of any felony or degree misdemeanor (except for a minor misdemeanor), or is required to be a plaintiff in any court in a criminal matter, that person shall immediately inform his/her ODRC Contact Person or Intern Mentor. Such information shall be evaluated and may be reason to terminate the contract/service/internship immediately.

Conveying or Trafficking in Contraband

The introduction of contraband into or upon the grounds of any state property, or taking or attempting to take contraband there from, or otherwise trafficking in contraband without the knowledge and consent of the Site Manager of such institution/regional office is prohibited. Contraband is defined as "any" article which is intended for the unauthorized use or possession of any inmate or which is prohibited by law or Department Policy from being carried onto the grounds of an institution, detention facility or APA Office. Examples of contraband, which could be intended for an inmate's/offender's unauthorized possession or use, include letters, stamps, tools, paper, food, messages, and money. Examples of contraband, which are prohibited by law (ORC Section 2921.36), include firearms, knives, explosives, ammunition, drugs, and alcoholic beverages.

Investigations

Every contractor/volunteer/intern is required to immediately report to the Site Manager, or designee, any violation or attempted violation of any law or

regulation, and any act or omission by any person which has resulted in a breach of institution security or jeopardizes the safety of others.

Allegations of misconduct will be investigated by the Appointing Authority or his designee (could be immediate supervisor or anyone else in the chain of command). Where appropriate, investigations will be coordinated and conducted by the Department Chief Inspector and/or other appropriate agency. The Ohio State Highway Patrol is responsible for investigating violations of Ohio laws occurring on state property.

During the course of an official investigation, contractors, volunteers and interns are to cooperate fully by providing all pertinent information that they may have. Failure to answer any inquiry fully and to the best of his/her knowledge may be grounds to terminate the contract or internship.

Government Property

1. All government property, including automobiles, identification badges, supplies, equipment, telephones, and facilities are to be used for official purposes only. Loss, misplacement, theft, damage, or destruction of government property issued to and used by contractors, volunteers and interns must be reported to his/her ODRC Contact Person or Intern Mentor immediately.

2. ODRC credentials, identification cards, or badges shall not be used to coerce, intimidate, or deceive others or to obtain any privilege or article not otherwise authorized in the performance of official duties.

Chain of Command

Every contractor/volunteer will be assigned an ODRC Contact Person, or Intern Mentor who will be responsible for informing each person of the rules, policies, and regulations relevant to their work at the institution. In their absence, the contact person shall be the Shift Supervisor, generally know as the Shift Captain or Acting Shift Captain or the previously designated DPCS staff. In cases of emergency, this person will always be available to respond to questions or needs.

Standards of Conduct

Violation of the Standards of Conduct may result in termination of authorization to enter the grounds of the facility or DPCS Office Site, referral to the Ohio State Highway Patrol for criminal investigation, referral to the Appointing Authority for investigation, and/or termination of an existing contract with the institution or DPCS. The following acts are prohibited and considered violations of appropriate conduct:

1. Visiting an offender unless the person is a verified immediate family member and/or have been approved by the Warden, DPCS Administration Assistant of the institution per DRC Policy 71-SOC-01 and DRC Policy 76-VIS-01.

2. Deliberate destruction, damage, and/or theft of state property, offender property, property of visitors, or property of an employee, including state vehicles.
3. Failure to carry out directions provided by the ODRC Contact Person.
4. Commission of a felony or misdemeanor.
5. Interfering with the orderly operation of the institution.
6. Willfully making false, abusive, or obscene statements towards employees, inmates/offenders, or the general public is prohibited.
7. Any acts of discrimination or harassment on the basis of sex, race, color, age, religion, national origin, disability or sexual orientation.
8. Theft.
9. Misusing official position for personal gain, including soliciting bribes, in the course of carrying out assigned duties at the institution, APA District Office or Central Office.
10. Failure to report accidents or unsafe work conditions.
11. Threatening, intimidating, or coercing another for personal gain or satisfaction.
12. Fighting with a fellow worker, employee, visitor, or inmate/offender.
13. Interfering or failing to permit an official search, including searches of your person and of your personal property, or failing to cooperate with any official inquiry or investigation.
14. Distribution, possession, misuse, conveyance, or display of weapons, explosives, money, or other contraband.
15. Loss of control of any instrument that could result in a breach of security and/or jeopardize the safety of others, e.g., to include but not limited to, Class A tools, keys, communication devices, identification badges, etc.
16. Possession or consumption of alcoholic beverages or illegal drugs while on state property.
17. Reporting to the institution, DPCS office or place where, as the contractor, volunteer, or intern, you are performing official duties, under the influence of intoxicants, alcohol, or illegal drugs.

18. The posting or removal of any matter on a bulletin board without permission.
19. Other actions that could harm or potentially harm others.
20. Use of excessive force or physical abuse towards an inmate/offender.
21. Threatening or intimidating an inmate/offender.
22. Giving preferential treatment to an inmate/offender, the offering, receiving, or giving of a favor or anything of value to an offender without authorization from ODRC.
23. Engaging in unauthorized personal relationships with inmates or their families, including correspondence or phone communications with inmates and their families.

Entry Procedures

Institution Entry:

The ODRC Contact Person, Intern Mentor will coordinate the initial on-site visit. It is the responsibility of this person to ensure that contractors, volunteers and interns are aware of the rules and regulations governing activities in the institution. A designated administrative staff member must authorize entrance into the facility. Any person entering a correctional environment is subject to search at any time. This search may include a metal detector search, a frisk search, or a strip search. Failure to comply with any authorized search will result in removal from the institution and possible denial of future entry.

All contractors, volunteers and interns must show identification to enter. Generally, a driver's license or state picture identification is appropriate for this identification process. Contractors, volunteers and interns will be issued either a temporary badge or a temporary picture identification badge, which must be turned in at the conclusion of services each day. Such identifications are government property and may only be used at the institution/APA District Office/Central Office for identification purposes. They must be worn at all times and must not be left unattended.

Contractors, volunteers and interns must sign in and out upon entry and exiting state property. Appropriate attire for men includes a shirt and slacks. Women may wear a dress or pants, and a blouse or sweater. Shoes are required. Shorts, short skirts, see-through blouses, men's sleeveless shirts, and clothing with vulgar symbols or statements are examples of items of clothing are not permitted.

It is recommended that only items necessary for the volunteer/contracted service or internship be brought into the correctional environment. Large sums of money, pocket knives, etc., are discouraged. The contractor/volunteer will be asked to store the items either in their car or available lockers in the entrance area. If a

contractor/volunteer requires medication they should take only that amount that is necessary for the day. All persons must sign the medication log if they require a dosage during their stay. This log will identify the type of medication and the amount. The institution cannot be responsible for loss of property. If a tradesman requires tools to perform their contracted service, all tools must be inventoried and a copy supplied to the Major. The Major may wish to review institution tool control policy and discuss security of equipment. A written authorization for all tools from the Deputy Warden of Operations or Major will be required before they are authorized to enter the institution.

The contractor/volunteer service or internship may or may not require contact with inmates/offenders. Contractors, volunteers and interns are prohibited from developing any relationship with inmates outside of contractor, volunteer or internship activity. They cannot mail letters or make telephone calls to the inmate/offender for them. If a contractor/volunteer/intern receives mail or telephone calls from inmates or their families, they must report this to their ODRC Contact Person or the Deputy Warden, or APA Administrative Assistant. A contractor/volunteer/intern should never disclose personal information such as their address, telephone number, or any personal information about their family or friends. There is no instance where sharing such information will serve a useful purpose.

DPCS Office Entry:

Entrance procedures will be explained during the orientation process to each DPCS Volunteer or Contractor that must report to a regional office.

If at any time a contractor/volunteer has a question, they should contact their ODRC Contact Person, Intern Mentor, DPCS Administrative Assistant, the Shift Captain, or the Deputy Warden of Operations.

I have read and understand the Standards of Conduct for Contractors/Volunteers/Interns, including the rules and guidelines listed above. I understand that entering a correctional institution, DPCS Office, or Central Office carries responsibilities necessary to ensure safety and security to the facility and will abide by all rules and guidelines contained herein.

Acknowledgement of Receipt of the Standards of Conduct for Contractors, Volunteers and Interns

I have read and understand the Standards of Conduct for Contractors, Volunteers and Interns including the rules and guidelines listed above. I understand that entering a correctional institution, DPCS District Office, or Central Office carries responsibilities necessary to ensure safety and security to the facility and will abide by all rules and guidelines contained herein.

Signature of Contractor/Volunteer/Intern:

Printed Name of Contractor/Volunteer/Intern:	Job Title:
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Staff Witness Signature:

Institution/Agency:	Date:
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GLOSSARY

As used in rules 5120:1-3-01 to 5120:1-3-18 of the Administrative Code, the following terms have the following meaning:

- (A) “Agency director” : A person designated by the board of trustees or other governing body of the licensed facility as the principal executive officer of a community correctional center or other licensed facility.
- (B) “Agency program” : Those activities and operations of the licensed facility that are necessary to carry out the purpose of the licensed facility.
- (C) “Appointing authority” : The deputy director of the division of parole and community services.
- (E) “Audit report” : A report prepared by a certified public accountant of an agency’s fiscal activities, including, but not limited to, costs, income, and expenditures.
- (F) “Licensed” : The formal acknowledgment by the division of parole and community services that a halfway house, community residential center, or similar facility operates a licensed facility.
- (G) “Licensing agency” : The division of parole and community services vested with statutory and administrative authority to establish standards for halfway houses and other community residential centers and to determine whether an applicant halfway house meets those standards and therefore qualifies as a licensed facility.
- (H) “Costs” : As determined on a cash, accrual, or other basis as meeting the test of generally accepted accounting principles by the division of parole and community services, the amount paid for the operation of the licensed facility.
- (H) “Documentation” : The formal, official records of transactions and events for the purpose of verification and public accountability.
- (I) “Eligible offender” : Adult felony offenders actively supervised by the adult parole authority, supervised by common pleas court probation staff, required by a court to seek treatment in lieu of conviction and actively supervised by a common pleas court probation department, or offenders released from a department of rehabilitation and correction penal institution. Eligible offenders do not include federal offenders, municipal offenders, or offenders supervised or released by the Ohio department of youth services.
- (J) “Facility” : The actual physical setting in which a program or agency functions.

(K) “Governing authority” : That entity within an agency that has responsibility and authority to set policies and procedures.

(L) “Audit team” : Individuals employed by the division of parole and community services and/or other private or governmental entity personnel who have a contract agreement with the licensed facility. The audit team shall be comprised of bureau of community sanction staff and/or other individuals, as approved by the assistant chief of community residential services.

(M) “Institution” : Any penal institution operated directly by the department of rehabilitation and correction or by a public or private agency in contract with the department of rehabilitation and correction that is used for the custody, care, or treatment of criminal offenders.

(N) “Manday” : Each twenty-four hour period an eligible offender is in a licensed facility.

(O) “Offender” : Any individual under the supervision of the adult parole authority, under the supervision of a common pleas court, or incarcerated in a department of rehabilitation and correction institution.

(P) “Licensed facility” : Includes, but is not limited to, halfway houses, community residential centers, and similar facilities that have been licensed by the division of parole and community services to house eligible offenders.

(Q) “Program director” : The person responsible for the day-to-day operations of a licensed facility.

(R) “Supervising authority” : The entity designated to provide supervision to offenders.

(S) “Unusual incident” : Any event having internal or external ramifications or news media interest of sufficient seriousness to warrant immediate attention. Such incidents include, but are not limited to, fires, assaults, property loss or damage, and events of an apparently criminal nature.

(T) “Adult parole authority (APA)” : That section of the division of parole and community services that includes field services, the parole board, and interstate compact.

(U) “Bureau of community sanctions” : That bureau in the division of parole and community services that includes oversight and funding of community-based correctional facilities, community corrections act programs, halfway house programs, and other community residential centers.

(V) “Division of parole and community services (DPCS)” : That division of the department of rehabilitation and correction that includes the adult parole

authority, the bureau of community sanctions, the bureau of adult detention, and the office of victim services.

(W) "Halfway house" : A facility licensed by the department of rehabilitation and correction under section 2967.14 of the Revised Code as a suitable facility for the care and treatment of adult offenders.

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