

OHIO DEPARTMENT OF  
REHABILITATION & CORRECTION

INMATE PACKAGE PROGRAM  
VENDOR APPROVAL APPLICATION

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**ANNOUNCEMENT FOR THE INMATE PACKAGE PROGRAM**

**OPEN APPLICATION PERIOD – ACCEPTING APPLICATIONS FROM:**

**August 16, 2019 THROUGH September 30, 2019**



Department of  
Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

Dear Prospective Vendor:

The Ohio Department of Rehabilitation and Correction (ODRC) is accepting applications from vendors seeking approval to provide food, sundry, and exempt items to Ohio inmates. After a thorough review process, ODRC will select vendors to do business with family, friends and inmates by filling orders and sending in secured packages to the inmates. The application process and vendor criteria information are enclosed with this letter.

Prospective vendors are required to submit a proposed product catalog along with a completed application package for ODRC's review. ODRC reserves the right to limit the number of approved vendors to a maximum of five at any one time. If ODRC receives applications from more than five vendors that meet the criteria, an additional review step will be implemented. All prospective vendors shall receive notice from ODRC either that they have been approved for the program or an explanation why they were eliminated.

Prospective vendors must complete and return all information requested on the enclosed Checklist for Vendor Approval Application.

Please submit all requested documents to:

Ohio Department of Rehabilitation and Correction  
Operation Support Center  
Office of Administration  
Attn: Yolanda Cooks, Project Manager 1  
4545 Fisher Road, Suite D  
Columbus, OH 43228

Please be advised this application process is not complete until a vendor receives approval by authorized ODRC personnel to sign the enclosed Memorandum of Understanding and it is fully executed. ODRC will generate a list identifying approved vendors and will post this information to the ODRC website at: <http://www.drc.ohio.gov/>

For inquiries, please send e-mail to: [Yolanda.Cooks@odrc.state.oh.us](mailto:Yolanda.Cooks@odrc.state.oh.us).

Sincerely,

Yolanda Cooks, Project Manager

## **INMATE PACKAGE PROGRAM**

The purpose of the Inmate Package Program is for vendors to partner with the Ohio Department of Rehabilitation and Correction (ODRC) to provide food, sundry, and exempt package services to ODRC inmates. Persons outside of the prisons as well as eligible ODRC inmates are allowed to order packages by mailing an order form or placing an on-line order.

The goals of the Inmate Package Program are to maximize the availability of food, sundry, and exempt packages for ODRC inmates and to have providers offer a variety of items at competitive prices while maintaining high security and providing an efficient operation. Additionally, the ODRC wants to keep package processing time to a minimum and ensure inmates only receive items permitted by the Ohio Administrative Code ([OAC] or Administrative Rules [AR]), ODRC policies, ODRC management audit standards and American Correctional Association Standards. Also, as purchases from an outside vendor may impact sales through the institution commissaries, a to-be-determined percent, not to exceed ten percent, of gross sales may be collected from all approved providers for the statewide Industries and Entertainment (I&E) account, which is used to fund equipment and programs strictly for inmate use. In order to meet these goals, the ODRC is accepting applications from a variety of vendors willing to prevent contraband from being introduced into inmate food, sundry, and exempt packages to become approved to provide such package services.

Approved vendors (“providers”) must comply with ODRC’s policies and security requirements and provide approved merchandise at fair prices to inmates, their families and friends. Providers are not employed by the ODRC, and approval of a vendor does not constitute a contractual agreement between the ODRC and the provider. The ODRC will issue an approval statement which the provider is required to place on the cover of its catalogs and on its websites. The ODRC approval statement only indicates that the provider has received ODRC approval to provide packages to ODRC inmates and does not constitute any type of endorsement.

### **ODRC Background and General Package Processing Information**

In addition to commissary operations for the ODRC inmate population, inmates are allowed to receive up to a total of 4 packages per year with food or sundry items. These items are purchased through an approved provider by inmates, family, and friends. Package services are provided to 28 Ohio adult correctional institutions with 29 delivery points as listed and shown in Appendix A, Institution Address List and Map. The inmate population at each institution ranges from approximately 400 to 3,000 inmates. Weekly population reports can be viewed on the ODRC website at <http://www.drc.ohio.gov/web/Reports/reports.htm>

ODRC posts an electronic file on a Secure File Transport Protocol (SFTP) server for providers to pick up on a daily basis (see Appendix B, Memorandum of Understanding, Exhibit A - Example of SFTP File Data and Package Restrictions). When an order is received, the provider must check the current SFTP file to verify the inmate is eligible to receive the package before processing the order. The provider assigns a secure identifying number, such as a purchase order number, to each order and produces an item pick list that does not include any information identifying the inmate or person who placed the order. The item pick list is filled, packaged, and labeled with only the secure identifying number. The provider sends a list linking the secure identifying number to the correct inmate name/number to the appropriate institution prior to and separately from the packages being sent to the institution.

When the packages arrive at the institution, institution staff use the list to determine the inmate to whom each order belongs; verifies the inmate is permitted to receive the package and weighs it to verify it is within the 30-pound limit. If the inmate is not eligible to receive the package or the package is overweight, the unopened package is returned to the provider. On average, approximately 67 packages per week are

returned to providers due to not meeting requirements, such as being over the weight limit, missing packing slip, or inmate ineligible to receive the package.

Approved packages are electronically logged to update the inmate’s eligibility status, and the inmate is instructed to pick up the package within 48 hours (not including holidays or weekends) of its receipt at the institution. Food and sundry items are randomly opened in the presence of the inmate to check for contraband. Any unauthorized items are destroyed or returned to the family, friend or vendor as directed by and at the expense of the inmate. The inmate signs for receipt of the package.

The number of packages an inmate can receive is based on his or her security level, housing assignment, and medical or mental health condition restrictions. These maximum limits and restrictions are outlined in the ODRC Policy 61-PRP-01 (Inmate Personal Property) in Section VI (B) (1) and (2). Section VI (D) (2) of the same policy lists certain electronic and personal items that must be shipped separately because they are exempt and do not count against the inmate’s maximum package limit. ODRC policies may be found here: <http://www.drc.ohio.gov/policies>

The majority of ODRC inmates are eligible to receive the number of packages as shown in the table below, which is excerpted from ODRC Policy 61-PRP-01 (Inmate Personal Property):

<b>Inmate Security Level and Housing Locations</b>	<b>Total Number of Packages Per Year</b>	<b>Maximum Number of Food Packages Per Year*</b>
Level 1	4	2
Level 2	3	2
Level 3	3	1
Level 4A	2	1
Death Row	3	2

**\* NOTE:** The number of food packages is included in the total number of packages per year, not in addition to the total number of packages.

Inmate package sales for the period of January 1, 2019 through May 9, 2019 were as follows:

Food	\$2,126,445.28
Sundry	\$1,760,477.21
Exempt	\$603,388.87

## **ANNOUNCEMENT FOR THE INMATE PACKAGE PROGRAM**

### **SUBMIT APPLICATION BY MAIL TO:**

Ohio Department of Rehabilitation and Correction  
Operation Support Center  
Office of Administration  
4545 Fisher Road, Suite D  
Columbus, Ohio 43228  
Attention: Yolanda Cooks, Project Manager

### **VENDOR APPROVAL APPLICATION PROCESS**

The Ohio Department of Rehabilitation and Correction (ODRC) is accepting applications from vendors seeking approval to provide packages of preapproved food and personal property items to inmates. Ohio Administrative Code (OAC) 5120-9-33 (Packages and Property Restrictions) allows inmates placed in the custody of the ODRC to receive packages of food, clothing and other items of personal property through approved vendors. These packages are subject to restrictions identified in OAC 5120-9-33 and ODRC Policy 61-PRP-01 (Inmate Personal Property), which may be accessed from <http://www.drc.ohio.gov/policies>, and to general restrictions as listed in Appendix B, Memorandum of Understanding (MOU), including restrictions on the sale of chemical items with a Safety Data Sheet rating higher than Low/Non-Hazardous.

Prospective vendors can submit applications during the open application period beginning \_\_\_\_\_ through \_\_\_\_\_. Applications must be postmarked no later than \_\_\_\_\_ and must be received by ODRC no later than \_\_\_\_\_. The ODRC is not required to consider any applications received after close of business (4:45pm EDT) on \_\_\_\_\_.

All vendors are required to submit a non-refundable application fee in the amount of \$2,000.00 (two thousand dollars) at the time the Vendor Approval Application is submitted to ODRC. The fee is non-refundable under all circumstances and, therefore, will not be returned if the vendor withdraws its application or if the vendor is not approved to participate in the program. In addition, the fee cannot be transferred to another vendor. Fees must be paid in U.S. dollars via money order or cashier's check made payable to "ODRC Industrial and Entertainment Fund".

A prospective vendor's application and, if selected, provision of goods and services by an approved vendor must result in no expense to or incurred by ODRC.

Applications will be reviewed by the ODRC Operation Support Center staff to determine if the prospective vendor meets the ODRC criteria as described in the Vendor Approval Application Criteria section beginning on page 4.

ODRC reserves the right to limit the number of approved vendors ("providers") to a maximum of five (5) at any one time. If more than five (5) prospective vendors meet ODRC criteria, a focus group may be selected to review and score the applications according to (lowest) price and (largest) variety of items offered. The five (5) vendors with the highest resulting scores shall be selected to participate in the inmate food and sundry package program. The approval process shall not be complete until the selected prospective vendor(s) receive authorization from ODRC to sign the Memorandum of Understanding ("MOU" in Exhibit B); the MOU is fully executed, and the ODRC Vendor Approval Statement is given to the vendor. Contact

information for approved providers will be posted on the ODRC website: [www.drc.ohio.gov](http://www.drc.ohio.gov) and <https://www.drc.ohio.gov/general-mail>.

All prospective vendors shall receive notice from ODRC either that they have been approved for the program or an explanation why they were not approved. Vendors not approved after the current open application period may re-apply during the next open application period for the ODRC Inmate Package Program.

During the next open application period for the ODRC Inmate Package Program, providers must send the ODRC a letter indicating their intent to re-apply and requesting to continue service during the new open application period. The letter must be accompanied by a non-refundable application fee in the amount of \$2,000.00, payable in US dollars to the "ODRC Industries and Entertainment Fund". A provider may be required to submit a new application with corrected deficiencies and revised policies or processes if it is not in good standing with the ODRC at the time of the next open application period.

## **VENDOR APPROVAL APPLICATION CRITERIA**

The Vendor Approval Application must include the documentation, information, and acknowledgements or affirmations of understanding of all criteria explained in this section in order for the prospective vendor to be considered for participation in the ODRC Inmate Package Program. Appendix C, Checklist for Vendor Approval Application, is provided as a help to ensure all required documentation, information, and acknowledgements or affirmations of understanding is included in the application.

1. Vendor shall submit a cover sheet including all the following information:
  - a. The vendor's legal structure (e.g. an Ohio corporation), Federal tax identification number, and principal place of business.
  - b. List of people who prepared the application, including their title, name, address, telephone number, fax number, e-mail address and a project representative who has authority to answer questions regarding the submitted vendor approval application.
  - c. A list of all subcontractors or independent vendors, if any, which the vendor will use to provide services.
  - d. A statement that the vendor's application meets all the requirements of the Vendor Approval Application Criteria.
  - e. A statement that the vendor is not now, and will not become, subject to an "unresolved" finding for recovery under ORC 9.24 prior to applying to do business with the ODRC, without notifying ODRC of such finding.
  - f. A statement that the vendor is capable of supplying packages to inmates within 72 hours, and no later than 10 days, of receipt of a paid order.
  - g. A statement that the vendor is willing to submit to, and cooperate with, unannounced inspections by ODRC, which shall be performed by ODRC staff. These inspections may include any or all areas involved in the package process with an emphasis on security measures and adherence to the ODRC criteria.
  - h. A statement that the vendor is willing to donate a to-be-determined percent, not to exceed ten percent, of gross sales to the statewide I&E fund if requested by the ODRC.

2. Vendor must provide a self-certified inventory report showing it possesses a minimum of \$250,000.00 (two hundred fifty thousand dollars) in advertised retail value of merchandise on the premises, subject to physical verification by the ODRC. The minimum \$250,000.00 retail value of merchandise must always be maintained by the vendor on premises and is subject to unannounced inspections by the ODRC.
3. Vendor must provide a copy of its Certification of Insurance showing a Commercial General Liability insurance policy with Warehouse Legal Liability policy for a minimum of \$1,000,000.00 (one million dollars) per occurrence.
4. Vendor must provide a copy of its business license and resale permit. The vendor shall possess a valid Ohio city or county business license (if applicable), incorporation documents if the corporation is located within the state of Ohio, a letter from the Secretary of State or, if not an Ohio business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
5. Vendor must provide names and identification information, including date of hire and position title, for all staff providing services for the ODRC inmate package program. Current state driver's licenses or state-issued identification cards are accepted as valid identification.
6. Vendor must agree that, if approved for participation in the ODRC Inmate Package Program, the vendor is responsible for ensuring all its employees meet the ODRC background requirement, which restricts the hiring of staff who have had drug-related arrests or convictions within the last 5 (five) years.
  - a. For any employees hired after the open application period, the vendor must provide evidence upon demand that **pre-employment background checks and urinalysis/drug testing** were completed, and that the checks and testing were completed by a business certified to conduct such checks and by a certified drug testing laboratory.
  - b. For any persons employed prior to the end of the open application period, the vendor must show that all existing employees involved in processing, receiving, packaging, or shipping packages have had background checks and have been subject to urinalysis/drug testing prior to the approval of participation in the package program, and that the checks and testing were completed by a business certified to conduct such checks and by a certified drug testing laboratory.
7. Vendor must agree to retrieve a daily file from an ODRC SFTP server and process an order only if the inmate is in the current file and is eligible to receive the type of package ordered per the information in the current file. (See Appendix B, Memorandum of Understanding, Exhibit A, for information on the content and layout of the file.)
8. Vendor must provide a list or catalog identifying items and prices for the ODRC to review and approve. Kosher and Halal foods and container materials (e.g., pouch, bag, plastic bottle) must be clearly identified.
  - a. Vendor must affirm and ensure that no items listed in the package restrictions section of Appendix B, Exhibit A are included.
  - b. Vendor must agree that no new or updated list or catalog identifying items and prices will be sent to institutions or be available on a website before the ODRC has approved the new or updated list. The additions, edits, and deletions to the list or catalog must be highlighted or otherwise noted to streamline the review and approval process.
  - c. Vendor must acknowledge that once approved, no other items can be permanently added to the list or catalog and no prices may be increased until the next open application period occurs.

- d. Vendor must agree that all items offered shall be available for the duration of the approval period, barring unforeseen manufacturing issues.
  - e. Special pricing is allowed but must be less than the price listed in the catalog or on-line.
  - f. Holiday or “occasion” items and pricing to be offered for a limited period of time may be submitted for ODRC’s approval. The vendor must receive written approval from the ODRC before the items can be advertised, listed, posted, or made available for purchase.
  - g. A 16-section Safety Data Sheet conforming to Appendix D of 29 CFR 1910.1200 must be provided for all proposed chemical items, including those used for personal hygiene. Appendix D of 29 CFR 1910.1200 may be found here: <https://www.osha.gov/dsg/hazcom/hazcom-appendix-d.html>. ODRC reserves the right to reject any chemical items with a rating higher than Low/Non-Hazardous.
  - h. Vendor must agree to provide sundry and exempt items only if they are in compliance with OAC 5120-9-33 (Packages and Property Restrictions) and ODRC Policy 61-PRP-01 (Inmate Personal Property), which may be found here: <http://www.drc.ohio.gov/policies>
  - i. Vendor must agree to refund the cost of any item sold that was not approved by ODRC before being available on a website or being included on a new or updated list or catalog of items and prices.
9. Vendor must acknowledge that all offered clothing categories must come in all sizes. For example, while 3 (three) brands of t-shirts may be offered, at least one brand must be available in the full range of sizes for both male and female inmates, but preferably all brands offered would be available in a full range of sizes. Personal clothing may include pockets and must be only solid color blue or green unless otherwise specifically allowed. Red is not permitted for any attire, including footwear. No zippers or hoods are allowed. The manufacturer’s labels, emblems, or insignias may not be displayed on the outside of any clothing. Shoes may have the manufacturer’s labels, emblems, or insignias but they must comply with security requirements as detailed in OAC 5120-9-33 (Packages and Property Restrictions) and ODRC Policy 61-PRP-01 (Inmate Personal Property).
10. Vendor must submit a link to or mock-up of its website for the ODRC to review the visitor log-in and product selection options and ordering process. If selected as a provider, the website must display or provide a link to the ODRC Vendor Approval Statement affirming the vendor is an approved provider for the inmate package program.
11. Vendor must submit a mock-up for all catalogs, flyers, and order forms that will be used. Vendor must agree to supply ample catalogs, flyers and order forms to each ODRC institution for the inmate visiting rooms to meet the visitors’ needs, and to supply additional catalogs, flyers, and forms upon request from the institution. At a minimum, the information provided on the catalogs, flyers, and forms should include the vendor’s ordering (including substitution, no backorders, and returns) policies, instructions on how to order items, internet address for on-line service, and space for the ODRC Vendor Approval Statement.
12. Vendor must indicate acceptable payment methods with the following methods being required by the ODRC:
- a. Major credit card;
  - b. Cashier’s check;
  - c. Money order, and
  - d. Institution check for inmate orders.

13. Vendor must refund any overpayment if funds are received in excess of the price of the order. For underpayments on orders, the vendor must fill the order, but drop an item(s) equivalent to the underpayment amount and refund any resulting overpayment as applicable.
14. Vendor must explain its substitution policy. Vendor must incorporate an alternate selection option on its website and order forms.
15. Vendor must have a "no backorder" policy. Orders should normally be processed within 72 hours of receipt, but vendor may choose to hold orders up to 10 (ten) calendar days for out of stock items. The policy for handling orders that include out of stock items must be described.
16. Vendor must describe its return policy and clearly state said policy in its catalogs and website.
17. Vendor must describe its procedure for handling orders for inmates not eligible to receive a package.
18. Vendor's receiving, order preparation, packaging and shipping areas must be monitored by a closed-circuit television system. Backup media must be held for 30 calendar days before re-use and must contain date/time stamps and the ability to identify vendor staff. Backup media must be available for the ODRC to review upon request during the 30-calendar day period.
19. Vendor must document its method for filling orders, including how it will keep inmate and purchaser information separate from the item picking, packaging, and shipping processes. A blind pull system is required, which is where the person filling the order does not know the identity of the inmate who is receiving the order or the identity of the person who placed the order. Vendor's staff responsible for receiving orders, assigning secure identifying numbers (such as purchase orders), or compiling and sending shipping manifests shall not be allowed to assemble packages.
20. Vendor must agree that prior to each shipment of packages, it shall provide the receiving institution with a shipping manifest linking the secure identifying number to the correct inmate name/number for each package shipped. The shipping manifest shall be sent to the institution via e-mail or facsimile (fax) as determined by the institution. Under no circumstances shall the shipping manifest accompany the shipment of packages.
21. Vendor must acknowledge it will meet the following requirements for all boxes in which orders are packed:
  - a. Maximum of 30 pounds which includes packing materials;
  - b. Maximum box size of 12"x24"x28";
  - c. Only one box per order;
  - d. Only one type of order (food, sundry, exempt) per box, and
  - e. A packing slip listing the items in the box will be included.
22. Vendor must acknowledge that standard shipping labels may be used provided only the vendor's return address, institution's address, and the secure identifying number are on the label. Vendor must further agree that no information indicating the inmate or purchaser shall be on the box in which an order is packaged and if standard shipping labels are not used, only the vendor's return address, institution address, and the secure identifying number may be on a label or on the box. Any shipping containers or pallets containing packages for more than one inmate shall show only the vendor's return address and the institution's address.

23. Vendor must agree to send packages for inmates only to the institution addresses provided by the ODRC in Appendix A, Institution Address List and Map.
24. Vendor must identify the shipping company it will use to ship individual packages to institutions. After the MOU is fully executed, no change of shipping companies will be allowed without the ODRC's approval which shall not be unreasonably withheld.
25. Vendor must agree to the following:
  - a. The current ODRC SFTP file will be checked to verify an inmate's eligibility for the package and his/her institution location prior to sending a package.
  - b. A means of package forwarding at the vendor's expense for inmates who moved from one institution to another will be provided. The receiving institution will notify the vendor of the correct inmate location if the inmate is not at the expected institution at the time of delivery.
  - c. If an inmate is ineligible to receive a package at the time it is received, the vendor must provide a means for the package to be returned to the vendor at the vendor's expense. The vendor may charge the purchaser a reasonable restocking fee not to exceed 10% of the order if, on the date the package was shipped, the inmate was in the ODRC SFTP file as eligible, but the inmate caused a change to ineligible status after the package was shipped.
  - d. Vendor is responsible to replace any item that is damaged or missing during shipping.
26. Vendor must provide a toll-free, customer service number for non-inmate customers to call for order disputes, concerns, and other issues and must include that number in its flyers, catalogs, order forms, and website. All order disputes are solely between the vendor and the purchaser and must be settled without involvement of ODRC.
27. Vendor must submit a sample of the postage-paid complaint form to be provided in each package for an inmate to complete and send to the vendor with order disputes or complaints. All order disputes are solely between the vendor and the purchaser and must be settled without involvement of ODRC.
28. Vendor must provide an example of a quarterly report that includes the following for each type of package (food, sundry, exempt): number of packages sent to each ODRC institution, total number of packages statewide, the sales amount per ODRC institution, and the total amount of statewide sales. The ODRC reserves the right to require a provider to send a daily report of packages shipped with information including, but not limited to, the purchaser, inmate number, package date, package number, and list of items in the package. The vendor is responsible for sending quarterly (and daily if required) reports to designated ODRC employee(s) who will be identified later. All reports must be sent electronically in a format that allows sorting.
29. If selected for participation, the vendor must agree to sign a Memorandum of Understanding (MOU) (see Appendix B) and provide a signed copy to the ODRC.
30. If selected for participation, the vendor must agree to sign the Acknowledgement of Receipt of the Standards of Conduct for Contractors, Volunteers and Interns (see Appendix E) and provide it to the ODRC.
31. The completed Appendix C, Checklist for Vendor Approval Application, must be included with the application packet.
32. A completed Appendix D, Institution Selection List, must be included with the application packet.

## Appendix A: INSTITUTION ADDRESS LIST AND MAP

The vendor may elect to provide package services for any or all of the 28 ODRC correctional institutions with 29 delivery points/addresses in this Appendix. Vendor criterion requires that packages shipped to ODRC inmates be shipped only to institution addresses provided by the ODRC.

<b>Allen/Oakwood Correctional Institution (AOCI)</b> 2338 North West Street Lima, Ohio 45802 419-224-8000; Fax 419-224-5828	<b>Belmont Correctional Institution (BeCI)</b> 68518 Bannock Road, S.R. 331 St. Clairsville, Ohio 43950 740-695-5169; Fax 740-526-0511
<b>Chillicothe Correctional Institution (CCI)</b> 15802 State Route 104 North Chillicothe, Ohio 45601 740-774-7080; Fax 740-779-5398	<b>Correctional Reception Center (CRC)</b> 11271 State Route 762 Orient, Ohio 43146 614-877-2441; Fax 614-877-3853
<b>Franklin Medical Center (FMC) ZONE A</b> 1990 Harmon Avenue Columbus, Ohio 43223 614-445-5960; Fax 614-445-7040	<b>Dayton Correctional Institution (DCI)</b> 4104 Germantown Street Dayton, Ohio 45417 Dayton - 937-263-0058; Fax 937-263-1322
<b>Franklin Medical Center (FMC) ZONE B</b> 1800 Harmon Avenue Columbus, Ohio 43223 614-445-8600; Fax 614-444-8267	<b>Grafton Correctional Institution (GCI)</b> 2500 South Avon Beldon Road Grafton, Ohio 44044 440-748-1161; Fax 440-748-2521
<b>Lake Erie Correctional Institution (LaECI)</b> 501 Thompson Road Conneaut, Ohio 44030 440-599-5000; Fax 440-593-4536	<b>Lebanon Correctional Institution (LECI)</b> 3791 State Route 63 Lebanon, Ohio 45036 513-932-1211; Fax 513-932-1320
<b>London Correctional Institution (LOCI)</b> 1580 State Route 56 London, Ohio 43140 740-852-2454; Fax 740-845-3399	<b>Lorain Correctional Institution (LorCI)</b> 2075 South Avon Beldon Road Grafton, Ohio 44044 440-748-1049; Fax 440-748-2191
<b>Madison Correctional Institution (MaCI)</b> 1851 State Route 56 London, Ohio 43140-0740 740-852-9777; Fax 740-852-3666	<b>Mansfield Correctional Institution (ManCI)</b> 1150 North Main Street Mansfield, Ohio 44901 419-525-4455; Fax 419-524-8022

**Marion Correctional Institution (MCI)**  
940 Marion-Williamsport Road  
Marion, Ohio 43302  
740-382-5781; Fax 740-387-8736

**Noble Correctional Institution (NCI)**  
15708 McConnelsville Road  
Caldwell, Ohio 43724  
740-732-5188; Fax 740-732-2651

**North Central Correctional Complex (NCCI)**  
670 Marion-Williamsport Road East  
Marion, Ohio 43302  
740-387-7040; Fax 740-387-5575

**Northeast Ohio Correctional Center (NEOCC)**  
2240 Hubbard Road  
Youngstown, Ohio 44505  
330-746-3777

**Northeast Reintegration Center (NERC)**  
2675 East 30th Street  
Cleveland, Ohio 44115  
216-771-6460; Fax 216-787-3540

**Ohio Reformatory for Women (ORW)**  
1479 Collins Avenue  
Marysville, Ohio 43040  
937-642-1065; Fax 937-642-7678

**Ohio State Penitentiary (OSP)**  
878 Coitsville-Hubbard Road  
Youngstown, Ohio 44505  
330-743-0700; Fax 330-743-0841

**Pickaway Correctional Institution (PCI)**  
11781 State Route 762  
Orient, Ohio 43146  
614-877-4362; Fax 614-877-1740

**Richland Correctional Institution (RiCI)**  
1001 Olivesburg Road  
Mansfield, OH 44901  
419-526-2100; Fax 419-521-2810

**Ross Correctional Institution (RCI)**  
16149 State Route 104  
Chillicothe, Ohio 45601  
740-774-7050; Fax 740-774-7055

**Southeastern Correctional Institution (SCI)**  
5900 B.I.S. Road  
Lancaster, Ohio 43130  
740-653-4324; Fax 740-653-6155

**Southern Ohio Correctional Facility (SOCF)**  
1724 State Route 728  
Lucasville, Ohio 45699  
740-259-5544; Fax 740-259-2882

**Toledo Correctional Institution (ToCI)**  
2001 East Central Avenue  
Toledo, Ohio 43608  
419-726-7977; Fax 419-726-7157

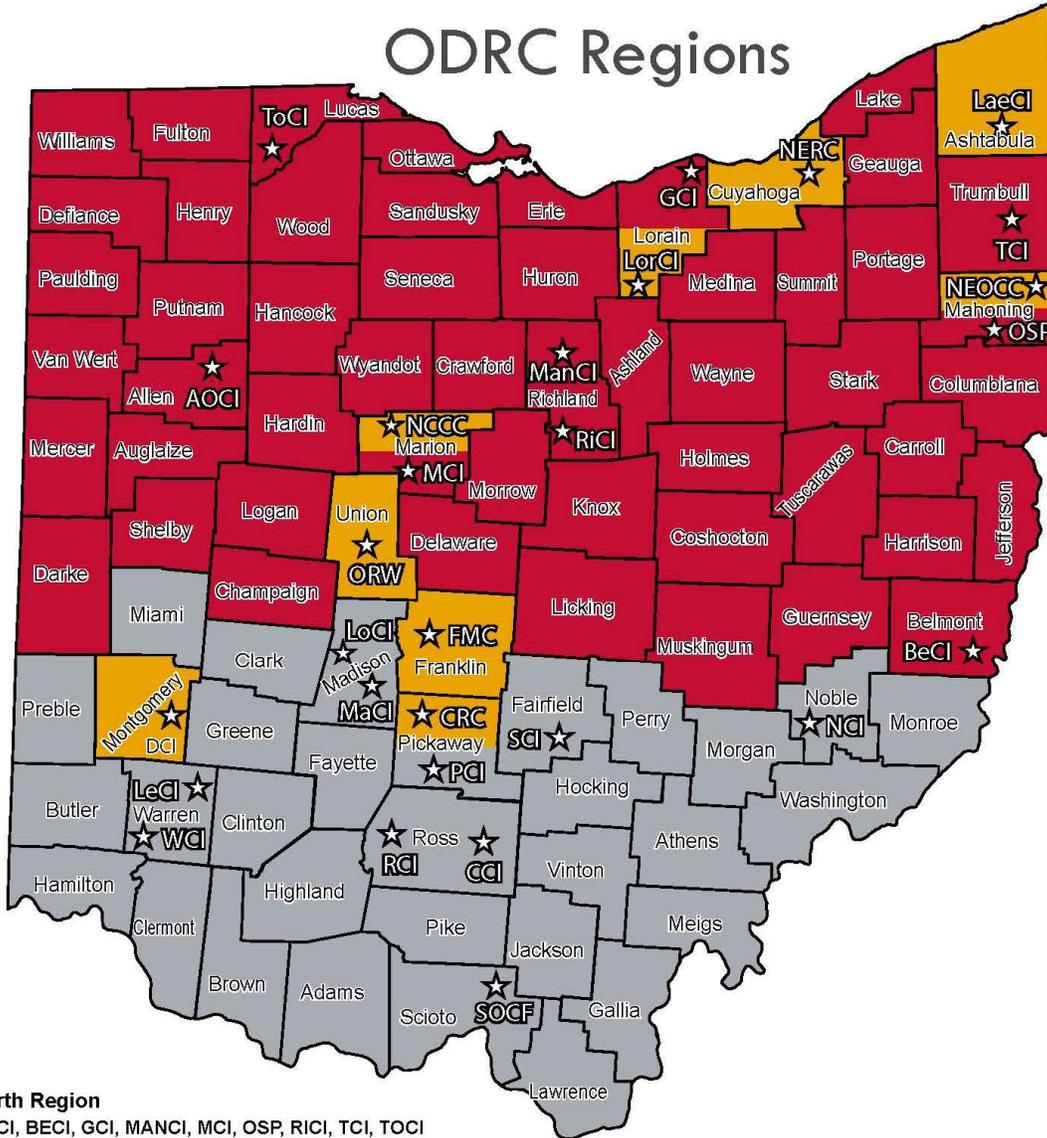
**Trumbull Correctional Institution (TCI)**  
5701 Burnett Road  
Leavittsburg, Ohio 44430  
330-898-0820; Fax 330-898-0848

**Warren Correctional Institution (WCI)**  
3791 State Route 63  
Lebanon, Ohio 45036  
513-932-3388; Fax 513-933-0150



Department of  
Rehabilitation & Correction

ODRC Regions



**North Region**  
 AOCI, BECI, GCI, MANCI, MCI, OSP, RIC, TCI, TOCI  
 Dave Bobby, Regional Director

**South Region**  
 CCI, LECl, LOCl, MACl, NCl, PCl, RCl, SCl, SOCF, WCl  
 Ed Banks, Regional Director

**Specialty Region**  
 CRC, DCI, LAECI, LORCI, NCCC, NEOCC, NERC, ORW, FMC  
 Charles Bradley, Regional Director

Office of Prisons Administrative Assistants	
<b>Brian Niceswanger</b> *All prisons north of I-70	AOCI, BECI, GCI, LAECI, LORCI, MANCI, MCI, NCCC, NERC, NEOCC, ORW, OSP, RIC, TCI & TOCI
<b>Cassy Wilkins</b> *All prisons south of I-70	CCI, CRC, DCI, FMC, LECl, LOCl, MACl, NCl, PCl, RCl, SCl, SOCF & WCl

Regions (6/14/2019)

**Appendix B: MEMORANDUM OF UNDERSTANDING**

**Inmate Package Program Services Data Sharing Agreement  
Between  
The Ohio Department of Rehabilitation and Correction  
And**

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, effective \_\_\_\_\_, entered into by and between the Ohio Department of Rehabilitation and Correction (ODRC), 4545 Fisher Road, Suite D; Columbus, Ohio 43228 and the \_\_\_\_\_ (hereinafter referred to as “the Provider”), establishes a data sharing agreement in order to provide information for the inmate package program. ODRC and Provider also individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS the ODRC has a policy that only certain inmates are eligible to receive food or sundry or exempt packages;

WHEREAS the ODRC has a policy that an inmate who ordered a food or sundry or exempt package is not eligible to receive the package if he/she is no longer incarcerated;

WHEREAS the ODRC desires the Provider to conduct a match program to said inmate(s) who are eligible to receive said package(s);

WHEREAS the ODRC maintains a file containing the information except for the notes described on Exhibit A attached hereto and incorporated herein which identifies said inmate(s) who are eligible to receive said package(s) and said information is necessary to implement the match program;

WHEREAS both Parties desire the information contained on Exhibit A to be delivered to Provider;

WHEREAS the ODRC agrees to provide the Provider an electronic file via Secure File Transfer Protocol (SFTP) with information on all inmates who are eligible to receive food or sundry or exempt packages; and

WHEREAS the Provider agrees to review the information in the SFTP file and is responsible to know if the inmate is eligible to receive a food or sundry or exempt package prior to sending any said package to that inmate.

NOW, THEREFORE, the Parties in consideration of the mutual promises and covenants contained herein agree to the following terms and conditions:

1) **The Term, Modification and Termination:**

- a) This MOU continues until terminated by either Party upon thirty (30) days advanced written notice to the other party. In any event, this MOU shall be concluded no later than the \_\_\_\_ day of \_\_\_\_\_, 202\_.
- b) Either Party to this MOU may request of the other Party, in writing, an amendment to this MOU. The Party receiving the request shall have forty-five (45) calendar days to respond to the request. Such an amendment to this MOU shall become effective only when signed and dated by duly designated representatives of the Parties.

2) **ODRC Responsibilities:**

- a) Daily, ODRC will deliver inmate information as set forth in Exhibit A to the Provider in an electronic file via web based SFTP.
- b) ODRC will identify the person(s) to serve as contact(s) for the purpose of addressing technical and policy issues with the Provider.
- c) In the event ODRC makes changes to data transfer routes or file format that may impact the quality or delivery of information, ODRC shall identify and communicate said change to the point of contact for the Provider.

3) **Provider Responsibilities:**

- a) The Provider agrees to use the electronic file information solely for the inmate food or sundry or exempt package program to ensure that only eligible inmates receive said packages.
- b) The Provider will identify the person(s) to serve as contact(s) for the purpose of addressing technical and policy issues with ODRC.
- c) The Provider will maintain the file only on secured computer systems.
- d) The Provider will obtain confidentiality agreements from all those persons who have access to the data to not disclose SFTP or electronic file information to the public and to use said information only for purposes of this MOU unless ODRC approves otherwise.

4) **Applicable Law:**

The Parties, in the execution of duties and obligations under this MOU, agree to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. However, this MOU and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the MOU and/or performance hereunder.

5) **Entire Agreement:**

- a) This MOU constitutes the entire understanding between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon, in writing, by the Parties hereto.
- b) The Parties agree that the exchange of information shall be conducted without charge to either Party.

6) **Assignment:**

Neither this MOU nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part, without prior written consent of the other Party.

7) **Compensation**

Neither Party shall pay the other Party for services rendered.

8) **Notices**

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

9) **Headings**

The headings in this MOU have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this MOU.

10) **Severability**

The provisions of this MOU are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

11) **Liability**

In no event shall either Party be liable to the other Party for indirect, consequential, incidental, special, punitive damages, or lost profits resulting from this data sharing agreement

12) **Execution**

This MOU is not binding upon the Parties unless executed in full.

**IN WITNESS WHEREOF**, the Parties hereto do execute this MOU on the dates set forth below.

Date:

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Date:

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Annette Chambers-Smith, Director  
Ohio Department of Rehabilitation & Correction

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date:

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Date:

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Erica Johnson, Legal Counsel  
Ohio Department of Rehabilitation & Correction

## EXHIBIT A – Example of SFTP File Data and Package Restrictions

Example of SFTP File Data:

**A012345|PUBLIC |JOHNNY |L |LOCI |A/2/111L |N|N|Y|1A**

File notes:

- The following header line is not included in the file:  
OID|LAST|FIRST|MI|INSTITUTION |DORM|FOOD-ELIGIBLE|SUNDRY-ELIGIBLE|EXEMPT-ELIGIBLE|SECURITY-LEVEL
- If an inmate is not in the file, he/she is no longer incarcerated, and the package order should not be filled.
- If the inmate is eligible for a food/sundry/exempt package, the file will contain a Y in the column for that type of package. If an inmate is not eligible for a food/sundry/exempt package, the file will contain an N in the column for that type of package.

### PACKAGE RESTRICTIONS

Food packages may contain food only. Sundry packages may not contain food items.

Personal clothing received in a package from an approved vendor shall be blue or green solid color only. Exceptions include the following:

- a. Clear - Vinyl Poncho;
- b. Brown - Work gloves;
- c. White - Underwear, handkerchief, socks; and
- d. Black - Belt, socks.

Zipper, hoods, hidden compartments, and manufacturer labeled emblems and insignias on the exterior of clothing are prohibited.

General prohibitions for food and sundry packages received from an approved vendor are noted below:

- a. No chewing gum;
- b. No hidden compartments;
- c. No food items packaged in cans;
- d. No food items packaged in glass;
- e. No peppers beyond the rating of mild (e.g., jalapeno, banana, red, chili) in any form (whole, crushed, sliced, powdered, pickled, etc.);
- f. No mega-vitamin packs (e.g., animal paks, creatine);
- g. No muscle builders (e.g., protein powders, amino acids);
- h. No protein bars, shakes, supplements or similar items;
- i. No psyllium husk fiber in any form (powder, tablet, etc.);

- j. No effervescent denture cleansers in any form (powder, tablet, etc.);
- k. No immersion Heaters (e.g. stingers, immersion coils, heating coils), and
- l. No chemical items, including those used for personal hygiene, with a Safety Data Sheet showing a rating higher than Low/Non-Hazardous unless specifically approved by ODRC.

Exempt packages may contain only one of the items specified in ODRC Policy 61-PRP-01, Inmate Personal Property, VI.D.2 and listed below. No other items may be included in the same package.

<b>INMATE PERSONAL PROPERTY ITEM</b>	<b>VALUE LIMIT</b>	<b>POSSESSION LIMIT</b>
Chain (necklace) with religious medallion (2" maximum size of medallion)	\$60.00	1
Coaxial Cable (maximum 6' in length)	\$5.00	1
Compact Disc (CD) player (clear plastic only, non-recording, battery operated, clear plastic ear bud/plug) - Level 4 & 5 only		1 Written approval
Digital Television Signal Converter Box (Clear case only)	\$75.00	1
Dress shoes (black or brown, no patent leather or suede, 1" heel limit, no platforms, no steel/metal shank)	\$80.00	1
Hand Held Gaming Device (i.e., Clear Tunes 50 N'1 Model HG-503, Sudoku, Word)	\$20.00	2
Headphones/Ear Buds/Ear Plugs (clear plastic only, maximum 6' cord length)	\$30.00	1
Japa Mala Beads (wood, no red)	\$11.00	1
*JP4/5 Player (8GB, clear plastic case only, clear ear buds included)	\$75.00	1
Musical Keyboard (clear silicone only)	\$100.00	1
Plug and Play Device	\$35.00	1
Prayer Beads (wood, no red)	\$5.00	1
Prayer Robe (white)	\$40.00	1
Prayer Rug (solid or multicolored, no solid red, maximum size of 44" x 26")	\$20.00	1
Radio/Radio Cassette (Walkman style; clear plastic case only, non-recording, battery operated, clear plastic ear buds/plugs)	\$50.00	1
Skull Cap (Yarmulke, Kufi) (white or beige cloth)	\$5.00	1
Sports shoe (turf or multi-purpose as approved by the institution, predominantly black or white)	\$75.00	1
Television (clear case only, LCD, cable ready, color screen, earphone jack, clear plastic ear buds and remote included [no battery operation])	\$250.00	1
Television Remote	\$12.00	1
Tennis shoes (predominantly black or white)	\$75.00	1
Typewriter (manual or electric, clear plastic case only, one-line correction memory, no other memory capability, no password capability)	\$250.00	1

\*May also possess JP4 player with either previously authorized MP3 player.

## Appendix C: CHECKLIST FOR VENDOR APPROVAL APPLICATION

Complete this checklist to confirm all items are included in the application package submitted to ODRC. Place a check mark or “X” next to each item submitted. Vendors will not be considered for participation unless each criterion listed below is met. These criteria are more fully explained in the Vendor Approval Application Criteria section with corresponding item numbers. This checklist must be returned with the Vendor Approval Application.

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

A complete vendor approval application package will contain all the following items:

	1. Cover letter or sheet including all required information (a-h).
	2. Self-certified inventory report showing a minimum of \$250,000.00 retail value of merchandise.
	3. Copy of current Certification of Insurance.
	4. Copy of valid Ohio business license and resale permit, or if not an Ohio business, an affidavit that the business is in good standing with the state, province, or country in which the business is headquartered.
	5. Names and identification information for all staff providing services for the ODRC inmate package program.
	6. Affirmation of understanding and agreement with requirement to ensure all employees meet the ODRC background requirements, including background checks and urinalysis/drug testing, and provide evidence that the checks and testing were completed by a business certified to conduct such checks and by a certified drug testing laboratory.
	7. Agree to appropriate use of ODRC SFTP file.
	8. List or catalog with items and prices, including container material, identifying Kosher and Halal foods, pepper ratings, and affirming that sundry items shall not contain hidden compartments.
	a. Agreement that no updated or new list or catalog will be issued or posted online before ODRC approves the updated or new list or catalog.
	b. Acknowledge no items can be permanently added and no prices may be increased.
	c. Agreement that all items offered shall be available for the duration of the MOU.
	d. Acknowledge special pricing limitations.
	e. Acknowledge Holiday or “occasion” item provision requirements.
	f. 16-section Safety Data Sheet conforming to Appendix D of 29 CFR 1910.1200 for all proposed chemical items, including those used for personal hygiene.
	g. Agreement to provide items only if they are in compliance with Ohio Codes, Rules, and ODRC Policies.
	h. Agreement to refund cost of any item sold that was not approved by ODRC prior to its sale.

	9. Affirmation of sizing options by brand for male and female inmates; affirm understanding of color availability and restrictions and understanding of allowances and restrictions for manufacturer's labels, emblems, and insignias.
	10. Link to or mock-up of the proposed website including ordering and substitution process.
	11. Mock-up for all catalogs, flyers, and order forms that will be used. Agreement to supply catalogs, flyers and order forms to each ODRC institution in sufficient quantities to meet institution needs.
	12. List acceptable payment methods.
	13. Policy or procedure for handling over- and under- payments.
	14. Substitution policy and description of alternate selection options.
	15. Policy or procedure for handling orders that include out of stock items.
	16. Return policy.
	17. Policy or procedure for handling orders for inmates not eligible to receive a package.
	18. Verification of monitoring by CCTV and backup media policy.
	19. Description of method for filling orders.
	20. Acknowledgement of and agreement with shipping manifest requirements
	21. Acknowledgement of and agreement with box requirements.
	22. Acknowledgement of and agreement with labeling restrictions for packages.
	23. Agreement to send packages only to ODRC provided addresses.
	24. Identification of shipping company.
	25. Agreement to check the current SFTP file before shipping packages, provide means to forward and return packages at vendor expense, charge no more than a 10% restocking fee, and replace any items damaged or missing during shipping.
	26. Toll-free customer service number, and acknowledgement that all order disputes are solely between the vendor and the purchaser and must be settled without involvement of ODRC.
	27. Sample of the postage-paid complaint form for an inmate to complete and send to the vendor with order disputes or complaints. Acknowledgement that all order disputes are solely between the vendor and the purchaser and must be settled without involvement of ODRC.
	28. Example of quarterly report and acknowledgement of reporting requirements.
	29. Agreement to sign a Memorandum of Understanding.
	30. Agreement to sign the Acknowledgement of Receipt of the Standards of Conduct for Contractors, Volunteers and Interns.
	31. Completed Appendix C, Checklist for Vendor Approval Application.
	32. Completed Appendix D, Institution Selection List.

## APPENDIX D: INSTITUTION SELECTION LIST

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Select each institution to which package program services will be provided by placing an “X” in the box to the left of the institution(s) name(s) or place an “X” in the box to the left of “All Prisons”.

Note: Current population is as of July 9, 2019.

X	Current Population	
	48941	All Prisons
	1476	Allen Correctional Institution (AOI)
	2689	Belmont Correctional Institution (BeCI)
	2714	Chillicothe Correctional Institution (CCI)
	1784	Correctional Reception Center (CRC)
	851	Dayton Correctional Institution (DCI)
	529	Franklin Medical Center (FMC) (2 delivery locations)
	1598	Grafton Correctional Institution (GCI)
	1766	Lake Erie Correctional Institution (LaECI)
	2232	Lebanon Correctional Institution (LeCI)
	2240	London Correctional Institution (LoCI)
	1441	Lorain Correctional Institution (LorCI)
	2255	Madison Correctional Institution (MaCI)
	2654	Mansfield Correctional Institution (ManCI)

X	Current Population	
	2559	Marion Correctional Institution (MCI)
	2448	Noble Correctional Institution (NCI)
	2432	North Central Correctional Complex (NCCI)
	609	Northeast Reintegration Center (NERC)
	908	Northeast Ohio Correctional Center (NEOCC)
	2398	Ohio Reformatory for Women (ORW)
	473	Ohio State Penitentiary (OSP)
	2068	Pickaway Correctional Institution (PCI)
	2591	Richland Correctional Institution (RiCI)
	1859	Ross Correctional Institution (RCI)
	1560	Southeastern Correctional Complex (SCC)
	1290	Southern Ohio Correctional Facility (SOCF)
	846	Toledo Correctional Institution (ToCI)
	1320	Trumbull Correctional Institution (TCI)
	1351	Warren Correctional Institution (WCI)

## Appendix E: STANDARDS OF CONDUCT

### 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 supervision. In view of the nature and purpose of the various facilities of ODRC it is necessary that all persons who enter the facilities or work with offenders under supervision 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 ensure that their actions do not jeopardize the safe and secure operation of ODRC.

#### **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 ensure 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 will not be tolerated within a correctional environment, including APA 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.

## Appendix E: STANDARDS OF CONDUCT

- A. No persons shall offer, send or give to an offender, parolee, probationer, transitional controllee, 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 controllee, 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 controllee 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 ensure 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**

## Appendix E: STANDARDS OF CONDUCT

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 Operation Support Center 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,

## Appendix E: STANDARDS OF CONDUCT

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 known as the Shift Captain or Acting Shift Captain or the previously designated APA 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 APA 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 APA. 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 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.

## Appendix E: STANDARDS OF CONDUCT

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 Operation Support Center.
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, APA 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.

## Appendix E: STANDARDS OF CONDUCT

### **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 always be worn 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 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, pocketknives, etc., are not permitted. 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.

## Appendix E: STANDARDS OF CONDUCT

### 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 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:	Date:
<input type="text"/>	<input type="text"/>

Printed Name of Contractor/Volunteer/Intern:	Job Title:
<input type="text"/>	<input type="text"/>

Staff Witness Signature:	Date:
<input type="text"/>	<input type="text"/>

Staff Witness Printed Name:	Job Title:
<input type="text"/>	<input type="text"/>

Institution/Agency:	Date:
<input type="text"/>	<input type="text"/>