



Requirements
and
Minimum Licensing
Standards
for
Community
Residential Centers

Ohio Department Of Rehabilitation
And Correction

THE OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION

TED STRICKLAND
Governor

TERRY COLLINS
Director

LINDA S. JANES, Deputy Director
Division of Parole and
Community Services

ALICIA M. HANDWERK, Chief
Bureau of Community Sanctions

Cynthia Ali, Assistant Chief
Community Residential Services

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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

Thirty-five 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.

One reason for the growth and popularity of halfway houses is that they are inexpensive alternatives to costly imprisonment. Inflation, the high price of land, and escalating labor costs have driven prison construction costs up to \$60,000 per cell. With the typical prisoner serving an average of three years, it makes economical sense to use cheaper resources in the community. The average per diem for State of Ohio contracted halfway house residential services is \$60.11, which translates into \$21,940 per year.

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 Adult Parole Authority may require a parolee or releasee 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 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 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. The payments for beds and services shall be equal to the halfway house's or community residential center's average daily per capita costs with its facility at full occupancy. The payments for beds and services shall not exceed the total operating costs of the halfway house 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.

The Department of Rehabilitation and Correction may use no more than ten percent of the amount appropriated to the department each fiscal year for the halfway house and community residential center program to pay for contracts for non-residential services for offenders under the supervision of the Adult Parole Authority. The non-residential services may include, but are not limited to, treatment for substance abuse, mental health counseling, and counseling for sex offenders.

- (C) The Division of Parole and Community Services may license a halfway house or community residential center as a suitable facility for the care and treatment of adult offenders only if the halfway house 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 and community residential centers. The division shall

annually inspect each licensed halfway house and licensed community residential center to determine if it is in compliance with the licensure standards.

Note: *Revised Code 2967.14, Time to be served at halfway house or community residential center; licensing and reimbursement of facilities.*

**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. Such inspections shall be scheduled in advance with written notice to the person in charge of the halfway house or community residential center.
- (C) Inspectors employed by the Division of Parole and Community Services shall have full access to all areas of a halfway house or community residential center during an inspection and to all records (including offender files), relating to the operation of the facility.
- (D) The inspectors employed by the Division of Parole and Community Services shall ascertain compliance with the "Division of Parole and Community Services-Halfway House Standards" contained in Rules 5120:1-3-06 to 5120:1-3-17 of the contract and Administrative Code.
 - (1) Within thirty days after an inspection the Division of Parole and Community Services shall prepare a written report of its inspection. The report shall include any findings of non-compliance 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. 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. The Division of Parole and Community Services will have final authority to institute termination of the contract or rescind prior notices following said hearing.

- (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.
- (d) The Division of Parole and Community Services may terminate contracts for failure to comply with such notices at the end of this thirty-day period.
- (E) For halfway house and community residential center to be licensed, they must comply with rules 5120:1-3-06 to 5120:1-3-17 of the Administrative Code.

Rule promulgated under: RC Chapter 119

Rule authorized by: RC 2967.14, 2967.26

THE INSPECTION PROCESS

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

- (A) For facilities currently licensed, the center director shall be notified when the inspection will be conducted. Such notification shall be made thirty to sixty 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) Notification shall be by telephone and will be followed by a written notification. The notification will include the date, time, and the names of individuals comprising the inspection team.
- (D) Once at the licensed facility, the inspection team will 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 matters.
- (E) 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 (c) of this rule does not apply.
- (F) The Center director shall make himself/herself available in the event the inspection team has any questions or needs additional information.
- (G) 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.

Rule promulgated under: RC Chapter 119

Rule authorized by: RC 2967.14, 2967.26

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 or a minimum of 5 years full-time experience working with offenders.
2. At least seventy-five percent (75%) of staff providing case management or programming to offenders shall have an Associates Degree or higher.
3. All services provided must be administered by staff with board certification or licensure when required.
4. All full-time staff having direct contact with offenders shall receive a minimum of 24 hours of training annually relevant to changing offender behavior. Training hours for part-time staff shall be on a prorated basis. The Program Director or Training Administrator shall approve appropriate staff training and shall ensure training hours are completed.
5. Job performance for Program Directors and all staff shall be reviewed annually. In addition to formal written annual evaluation(s), supervisors shall monitor, guide and assist staff to ensure effective delivery of services.
6. 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.
7. Programs shall develop and implement written agency policies and procedures. Policies shall be reviewed annually by Executive Director or designee and changes approved by governing entity.
8. The Program Director shall have input in the development and review of program policies and procedures.
9. 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 could include: escapes, fires, assaults, inappropriate sexual behavior, serious agency staff misconduct, theft, building emergencies, use of force/deadly force, property loss or damage and violation of the Ohio Revised Code that could include law enforcement involvement.
10. 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
11. Programs shall correct all fiscal findings and provide documentation of the corrective action to the Bureau of Community Sanctions.

12. 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.
13. DRC Management Information System data will be accurate when compared to case file information.
14. Programs shall conduct case record audits to ensure that records are current, complete and accurate.
15. Programs shall retain all offender records for a minimum of five (5) years from the date of offender termination from the program.
16. Residential programs shall have an annual fire inspection and a valid food service license.
17. Residential programs shall achieve and maintain ACA Accreditation. ACA reports and compliance letters shall be submitted to the Bureau of Community Sanctions annually.
18. Program or supervision design shall be evidence based.
19. The Program Director shall be involved in the development, enhancement and implementation of the internal program curriculum or program operations.
20. Program staff shall have the opportunity to provide input into modification of the program.
21. Offenders shall have the opportunity to provide input into the overall program.
22. Agencies shall monitor program implementation and program integrity.
23. The Program Director or designee shall monitor contractual program services provided by external entities. All funded service contracts are to be performance-based. A quality assurance process shall be in place to ensure contractual services meet the program and offender needs.
24. The Program Director shall monitor the utilization of external referrals. A quality assurance process shall be in place to ensure services meet the program and offender needs.
25. Programs shall make positive contributions to the community.
26. Programs are supported and valued by the criminal justice system.

27. Programs shall define the process for referrals, and acceptance, rejection and termination criteria.
28. All programs designed to reduce offender risk and needs shall administer a validated and reliable risk and needs instrument upon intake.
29. All programs designed to reduce offender risk and needs shall ensure services are individualized and address criminogenic targets, based on the results of a validated and reliable risk and needs instrument. Offenders shall have input into the development of their program.
30. Prior to the offender's successful program termination an aftercare plan shall be developed with and provided to the offender, containing recommendations for appropriate linkages.
31. The Program Director shall have input in the hiring of program staff.
32. The Program Director shall be engaged and involved in the delivery of direct services to offenders.

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 only utilize Transitional Control transportation staff previously approved by the Bureau of Community Sanctions.
6. Collection and distribution of Transitional Control offenders' earnings shall be in accordance with rule 5120:12-05 of the Administrative Code.
7. Transitional Control offenders shall remain in the assigned facility unless working at approved employment or participating in other activities approved by the department and/or the court. The licensed agency shall document that Transitional Control offenders' whereabouts are being verified while outside of the facility.
8. 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.
9. 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.
10. 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.
11. The licensed agency shall investigate unusual occurrences and/or alleged violations of the electronic monitoring program. The investigation shall include at minimum:
 - a. The type of occurrence or violation, such as equipment tampering, itinerary violations or power failure;
 - b. Agency attempts to contact the offender, host, employer, supervising officer, or others that may know the offender's whereabouts;

- c. Documentation of efforts made to determine the offender's whereabouts; and
 - d. Written notification of the outcome of the investigation to the supervising authority no later than the next business day.
12. 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.
13. 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;
 - g. Termination report; and
 - h. CCIS-Web intake and termination forms.

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

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

- A. The management 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 no later than May 1st of the previous fiscal year for evaluation and review by the Division of Parole and Community Services
- B. To determine if halfway houses and community residential centers are achieving their goals and objectives, they shall submit statistical intake termination forms for each offender that enters and leaves the licensed facility. These forms will be completed and mailed to the Division of Parole and Community Services as the offender enters and leaves the facility.
- C. The licensed facility may submit additional data that will indicate that its goals and objectives are being achieved.
- D. Resources permitting, the Division of Parole and Community Services shall provide technical assistance to halfway houses and community residential center management in establishing the licensed facility's goals, objectives and measurement criteria.
- E. The management of each licensed facility shall be able to review the results of the information submitted by his/her organization.

Rule promulgated under: RC Chapter 119

Rule authorized by: RC 2967.14, 2967.26

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 of Parole and Community Services shall be required to maintain accurate financial records in a manner consistent with 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 of Parole and Community Services 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 of Parole and Community Services 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:

- (1) 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 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 allocable 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) Eligible Offenders:

- (1) Eligible offenders include all classes of felony offenders actively supervised by the Adult Parole Authority or County Common Pleas Probation Departments or other offenders required by a court to seek treatment in lieu of conviction and actively supervised by Common Pleas Court Probation Department.
- (2) Eligible releases (offenders) do not include Federal offenders, or offenders not supervised by the Adult Parole Authority or county probation staff, municipal offenders, or offenders supervised or released by the Ohio Department of Youth Services.

(E) 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. Cost of premiums on bonds covering employees who handle agency funds are allowable.
- (5) Communications. Cost incurred for telephone calls or services, telegraph, and postage is 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 costs, 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 building, capital improvements, and equipment through depreciations. The computation of depreciation will 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 Paragraph (E)(8)(a) and (E)(8)(b) of this rule are allowable to the extent that total compensation for employees is reasonable as stated in Paragraph (E)(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. Costs 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 of 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.
- (F) Costs allowable with approval of the 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 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 losses not covered 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.

(G) 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 Sections 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.
- (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.

(H) Computation of per diem rate:

- (1) In determining the amount of an agency's total adjusted costs (allowable expenses), paragraphs (E) through (G), 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 percent 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 (H)(2) (operating surplus) from the total adjusted cost Paragraph (H)(1) to determine the agency's total includable cost ("TIC").
 - (b) Compute the contract per diem rate by using this formula:

$$\frac{\text{Total includable cost}}{\text{Total mandays}} = \text{contract per diem rate}$$

- (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.

(I) 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 (I)(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.

(J) Invoicing procedure:

- (1) Each licensed facility shall submit to the Bureau of Community Sanctions in the Division of Parole and Community Services by the fifth 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 offender.
- (2) The department, through the Bureau of Community Sanctions in the Division of Parole and Community Services will disburse to each licensed facility, at the beginning of each quarter, one-fourth of the contract amount as determined in paragraphs (H)(1) to (H)(4) of this rule. The Division of Parole and Community Services may adjust the contract amount or terminate the contract with licensed facilities who fail to meet the mutually agreed upon terms of the contract, or fail to maintain average bed utilization as determined in the contract. In situations where the licensed facility permits an offender to be away from the licensed facility for an extended period of time (other than an overnight or weekend pass), there must be written approval from the Adult Parole Authority supervising/liason officer and notification to the coordinator of community residential programs for such extended absences. This written approval must be recorded in the offender's file at the licensed facility.
- (3) The department through the Bureau of Community Sanctions, in the Division of Parole and Community Services will reimburse licensed facilities for contracted non-residential services in such a manner as required by the Division of Parole and Community Services.
- (4) A licensed facility may hold a bed for an eligible offender who is in jail for a period not to exceed five days if the Adult Parole Authority

supervising/liaison officer notifies the licensed facility that the eligible offender will return to the licensed facility.

(K) Verification of mandays:

Regional supervisors (or designees) will keep a daily log of individuals in agencies. Licensed facility directors and regional supervisors (or designee) will be advised by the Assistant Chief (or designee) of community residential programs of allotments of monies, quotas for eligible offenders, and current per diem rates for their use in determining referrals. This report will be due to the Bureau of Community Sanctions the first of each month and will provide a check for the manday report to be presented by facilities on the same date for the same period of time covered.

(L) General Requirements:

- (1) Within thirty days after an offender with inmate status residing in a licensed facility absconds supervision, the Adult Parole Authority shall return any property which the offender left at the licensed facility to the offender's parent institution.
- (2) 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, arrest or absconding supervision or otherwise specifying what the licensed facility or the Adult Parole Authority should do with the property in such event.
- (3) No later than ten days after a furlougee (Transitional Control) has been declared a furlough (Transitional Control) violator the balance of the furlougee's (Transitional Control) furlough (Transitional Control) account shall be forwarded to the institution from which the inmate was furloughed (Transitional Control). Within five working days after a furlougee (Transitional Control) has been declared a furlough (Transitional Control) violator, written notification shall be given to the licensed facility.
- (4) The Chief of the Adult Parole Authority (or designee) may direct the disbursements from furlough (Transitional Control) account monies in the form of spending or transportation allowances to be given to the furlougee (Transitional Control).

(M) Expanded and new programs:

- (1) If a licensed facility wants to expand its operation, then paragraphs (H)(1) to (H)(4) of this rule are waived. However, the expanded program must be licensed by the Department of Rehabilitation and Correction and the

average daily per capita cost of the expanded program shall not exceed the amount for which the licensed facility is currently contracting.

- (2) The one-year restriction on new programs may be waived by the Department of Rehabilitation and Correction provided that the per capita cost of the new program does not exceed the statewide average per diem rate.

Rule promulgated under: RC Chapter 119.03

Rule authorized by: RC 5120.01, 2967.14, 2967.26

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>			
Electronic Monitoring (EM) Parole/Post Release Control			
Parole/Post-Release Control Mental Health Medication			
Transitional Control (TC) EM			
TC Transportation (in miles)			
<i>TC Medical</i>			
Total Contract			

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, 2005** whichever occurs later, to **June 30, 2006**, 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, 2007**.
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 three (3) 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.

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 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, 2004,** and **December 31, 2004,** 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.

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

Address

1030 Alum Creek Drive

Address

City/State/Zip

Columbus, Ohio 43209

City/State/Zip

Tax I. D. Number

ASSISTANT CHIEF, Community Residential Programs Date

By

Chief, Bureau of Community Sanctions Date

Deputy Director, Division of Parole and Community Services Date

EXHIBIT A

Scope of Work

The term of this Contract shall end on June 30, 2006 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 14 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 Independent Contractor's facility meals shall total at least 2,800 calories; or provide to each eligible offender sufficient monies to allow the eligible offender to purchase the equivalent.
- 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 referrals. The independent contractor shall accept all referred offenders who are appropriately screened for Transitional Control a residential after care.

- 7) The Independent Contractor shall not discharge an offender from the facility without notifying the supervising officer prior to release.
- 8) The Independent Contractor shall maintain a surveillance and educational program in order to deter and detect introduction or use of drug and/or alcohol in the facility.
 - a. The Independent Contractor shall establish an appropriate level of monitoring and testing to ensure adequate control of alcohol and/or drug abuse.
 - b. A reliable instrument shall be used for testing FOR DRUG AND /OR ALCOHOL ABUSE.
 - c. The Independent Contractor will ensure that staff using the instrument is familiar with its operation as outlined in the manufacturer's operating instructions.
 - d. The Independent Contractor providing drug testing shall complete reports, to include: offender name and number, date(s) tested, results, supervising officer's name and unit, and type of test administered, i.e. instant, Intoximeter, etc.; and submit, on a monthly basis, a copy to the APA Regional Services Coordinator.
 - e. When conducting a urine surveillance and collection program and preparing urine specimens for transportation to the APA Regional Lab for testing, the Independent Contractor shall comply with the Division of Parole and Community Services "Substance Abuse Testing" policy 130-SPS-071.
- 10) The Independent Contractor providing services to Transitional Control offenders 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 Adult Parole Authority policies 103-ABC-01, 02, 03 OR TRANSITIONAL CONTROL GUIDELINES AS DIRECTED BY THE BUREAU OF COMMUNITY SANCTIONS 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. 5120:1-12-05 and submit those fees monthly in the form of a check to the "State of Ohio" to the Division of Parole and Community Services business office.
-
- 11) The Independent Contractor shall make provisions for initiating and maintaining community justice and reentry activities.
 - 12) The Independent Contractor shall prepare a narrative report for each offender successfully or unsuccessfully released from the facility. The report shall be forwarded to the supervising authority no later than three (3) business days after termination and shall include:
 - a. Summary of treatment and services
 - b. Pre-arranged referrals for after-care
 - c. Recommendation for continuity of care
 - 13) 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:		
TC bed is:		
DUI 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 submit an invoice for the first quarter, which equals one-fourth of the amount stated in Paragraph 2 utilizing the invoice form. The second, third and fourth quarter invoices will be adjusted to reflect the previous quarter's under-utilization, if any. If fourth quarter utilization is projected to fall below the indicated occupancy rate, the fourth quarter invoice will be adjusted to reflect the projected under-utilization. If the Independent Contractor then exceeds the projected under-utilization, an invoice may be submitted at the end of the fourth quarter for the amount actually utilized, not to exceed the total original contract amount.
- 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 Community Residential Programs an accurate monthly validation report, signed by the Regional Administrator 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 Intake and Termination Report for each eligible offender accepted into the facility.
- 9) The Independent Contractor shall provide the ASSISTANT CHIEF of Community Residential Programs, 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 MAINTAIN AMERICAN CORRECTIONAL ASSOCIATION (ACA) ACCREDITATION.

EXHIBIT C

1. The Independent Contractor shall monitor offenders on Electronic Monitoring in accordance with Division of Parole and Community Services Policy 100-ABC-04-04 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 the agency's Electronic Monitoring policy and procedure prior to the effective date of the contract.
3. The Independent Contractor shall submit a monthly invoice listing the total funds requested reflective of the number of offenders and days monitored during the month. The invoice shall be accompanied by an accurate monthly validation report signed by the Regional Administrator or designee.
4. The Independent Contractor shall provide documentation upon request from the ODRC 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.
5. The Independent Contractor shall provide upon request from the ODRC 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 licensed agency, 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.
6. The Independent Contractor shall provide upon request from the ODRC a written back-up plan to be utilized to ensure continuous monitoring of ODRC offenders should a failure of primary equipment at the monitoring center occur. The licensed agency must be capable of implementing a back-up monitoring plan that is deemed adequate by the ODRC. Monitoring with primary equipment must resume as soon as practical.
7. The Independent Contractor shall notify the local APA via fax or email within thirty minutes in the event of any failure of the primary monitoring equipment, which interferes with the continuous monitoring of offenders. The nature of the failure and the estimated time required to restore full monitoring capabilities is to be reported.
8. The Independent Contractor shall provide written termination summary reports (successful or unsuccessful) to the ODRC within three 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.

9. 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.
10. 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.
11. Upon completion of the investigation, for which a maximum of one hour is allowed, the Independent Contractor shall report the outcome to the APA. If special circumstances arise requiring the investigation to extend beyond one hour, the Independent Contractor shall notify the APA.
12. The Independent Contractor shall provide the APA with investigative outcomes in accordance with Administrative regulation 5120:1-3-14 (J); except when otherwise requested by the APA in writing at the time of referral.
13. The Independent Contractor shall provide monitoring through Global Positioning Satellite (GPS) equipment for high-risk offenders as requested by the APA.

EXHIBIT D

Provision of medical services:

- 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 CMC for treatment. If long term treatment is required to address mental health issues, the offender will be returned to CRC if male and ORW if female.
 - 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 supervising officer and 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 CMC 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.
 - 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 medical 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 Division of Parole and Community Services business office. FAILURE TO PROVIDE DOCUMENTATION TO BCS IN A TIMELY MANNER THAT RESULTS IN LATE PAYMENT AND ACCRUAL OF INTERST MAY RESULT IN THE INDEPENDENT CONTRACT REIMBURSING THE DIVISION OF PAROLE AND COMMUNTY SERVICES FOR ANY INTEREST PAID.
- 3 In accordance with the conditions outlined in 1 d) above, the Independent Contractor shall collect a \$3 co-pay from the Transitional Control offender for each prescription filled by Central Pharmacy. Transitional Control medication co-pays shall be submitted monthly in the form of a check to the "State of Ohio" to the Division of Parole and Community Services 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 minor 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

Ohio Department of Rehabilitation and Correction

Standards of Conduct for Contractors

Purpose

The purpose of this document is to provide policies and instructions concerning conduct and security incumbent upon contractors, with the DRC.

Responsibilities

The Managing Officer of each facility and the Chief of the Division of Parole and Community Services have primary responsibility for ensuring that rules of conduct and security are provided and made known to their respective contractors. The Director or his/her designee is responsible for ensuring that rules of conduct and security are provided and made known to other contractors. The contract contact persons are responsible for providing requested advice and assistance and ensuring that contractors are provided with and kept informed of any and all rules, policies and procedures relevant to the services they perform.

Personal Conduct

In general, the Ohio Department of Rehabilitation and Correction expects its contractors to conduct themselves in such a manner that their activities both on and off duty will not adversely affect their ability to perform their duties for the Department.

Contractors shall recognize the limitations of their authority and at no time use the power of their position for their own personal advantages.

It is essential to the orderly operation of a correctional system that contractors conduct themselves in a professional manner. Below are several types of behavior that cannot be tolerated within a correctional environment. (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 while on duty or being under the influence of alcohol or drugs while on duty are prohibited.

2. Contractor shall not allow themselves to show partiality toward or become emotionally, physically, or financially involved with inmates, parolees, probationers, transitional control or their families, or establish a pattern of social fraternization with same.
 - a. A Contractor shall not offer or give to an inmate, parolee, probationer, transitional control or a member of his/her family, or to any person known to be associated with him/her any article, favor, or service which is not authorized in the performance of the Contractor's duties and which conflicts or appears to conflict with the Contractor's duties. Neither shall a Contractor accept any gift, personal service or favor from an inmate, parolee, probationer, transitional control or his/her family, or person known to be associated with him/her which is not authorized in the performance of the Contractor's duties and which conflicts or appears to conflict with the Contractor's duties.

Contractor shall immediately inform the DRC contract person of any prior existing relationship with any inmate, under the custody or control of the DRC during the contract period.

- b. A Contractor shall not visit an inmate, parolee, probationer, or transitional control while such an individual is under the custody and control of the Department, unless such a visit is given prior authorization during the contract period by the Contractor's DRC contact person and Managing Officer of the respective facility, or the visit is part of the job duties.
3. No Contractor shall show favoritism or give preferential treatment to one or more inmates, parolees, probationers, or transitional control.
4. Brutality, physical violence, or intimidation of inmates, parolees, probationers, transitional control and/or their families, by a Contractor will not be permitted, nor will force be used beyond that necessary to subdue him/her, when circumstances dictate such a use of force.
5. Use of obscene or verbally abusive language by Contractors toward inmates, parolee, probationer, transitional control or others will not be tolerated. Contractors will conduct themselves in a manner, which will not be demeaning to inmates, parolees, probationers, transitional control, staff, visitors, and members of the public.

Attendance

Due to staffing and security concerns and the nature of services being performed by Contractors it is essential that the Contractor work out a mutually acceptable work schedule with their DRC contact person.

Failure to perform services consistently with the mutually agreed upon schedule may be considered a failure to fulfill the requirements of the contract.

Responsiveness

Contractors must recognize that security is a responsibility of all individuals working in any manner, within a correctional environment. Therefore, Contractors, as well as employees must remain fully alert and attentive while on the job.

Contractors shall respond to any situation, which may jeopardize the security of the institution and its inhabitants. The nature or form of the response is contingent upon the circumstances.

Contractors shall follow all institutional rules, policies and procedures applicable to their institutions. In all circumstances contractors shall recognize the authority of security staff within the institution.

Illegal Activity

The very nature and purpose of the Department's existence demands that it closely monitors any alleged illegal activity by its employees and contractors. Should a Contractor 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 Contractor shall immediately inform his/her DRC contact person. Such information shall be evaluated and may be reason to terminate the contract immediately.

Conveying or Trafficking in Contraband

The introduction of contraband into or upon the grounds of any institution, or taking or attempting to take contraband therefrom, or otherwise trafficking in contraband without the knowledge and consent of the Managing Officer of such institution 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 or detention facility. Examples of contraband, which could be intended for an inmate's unauthorized possession or use, include letters, stamps, tools, paper,

food, messages and money. Examples of contraband, which are prohibited by law (O.R.C. Section 2921.36), include firearms, knives, explosives, ammunition, drugs, and alcoholic beverages.

Investigations

Every Contractor is required to immediately report to the Managing Officer or his designee, any violation or attempted violation of any law or regulations, and any act or omission by any person, which has resulted in a breach of institution security, or jeopardizes the safety of others.

Allegation 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 Departmental Chief Inspector and/or other appropriate agency.

During the course of an official investigation, Contractors are to cooperate fully by providing all pertinent information, which they may have. Failure by any Contractor to answer any inquiry fully and to the best of his/her knowledge may be grounds to terminate the contract.

Confidentiality

1. Some Contractors of the Department of Rehabilitation and Correction 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 employee'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 Managing Officers of the institutions 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. The Department of Rehabilitation and Correction 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 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 will not use, or release for use, official information for private purposes unless this information is available to the general public.
- d. Contractor will not remove from file, or make copies of records or documents except in accordance with established procedures or upon proper authorization.
- e. No Contractors will make statements or release official information, which could breach the security of the institution or unduly endanger any person.
- f. Former Contractors 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 relationship.

Government Property

1. All government property, including automobiles, supplies, equipment, telephones, and facilities are to be used for official purposes only. Loss, misplacement, theft, damage, or destruction of government property issued to any contractor must be reported to his/her DRC contract person immediately.
2. Department of Rehabilitation and Correction 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.

EXHIBIT F

Provisions of 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 seventy-two (72) hours prior to the desired pick-up time, excluding holidays and weekends. 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 or telephone of the Independent Contractor's date and estimated time of arrival and name(s) of transporting staff.
7. The Independent Contractor shall telephone the designated institution if the estimated time of arrival shall vary two (2) hours either way.
8. The Independent Contractor shall provide at least one (1) female staff when transporting a female inmate(s).
9. 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 has no felony record, 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 included with the monthly invoice submitted 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.
21. The Independent Contractor shall submit agency transportation policies and procedures prior to the effective date of this contract.

GLOSSARY

As used in rules 5120:1-3-01 to 5120:1-3-17 of the Administrative Code, the following terms have the following meaning:

- (A) “**Administrative Release**”: a termination of jurisdiction over a particular sentence by the Division of Parole and Community Services for administrative convenience as provided for in Section 2967.17 of the Revised Code.
- (B) “**Center Director**”: is 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.
- (C) “**Agency Program**”: those activities and operations of the licensed facility, which are necessary to carry out the purpose of the licensed facility.
- (D) “**Appointing Authority**”: the Deputy Director of the Division of Parole and Community Services.
- (E) “**Audit Report**”: an agency’s documentation of annual costs and revenues for the operation of the licensed facility.
- (F) “**Licensed**”: the formal acknowledgement 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 determine whether an applicant halfway house meets these standards and thereby qualifies as a licensed facility.
- (H) “**Confidentiality of Records**”: taking reasonable care to preclude unauthorized distribution of client and personnel information including the observance of federal privacy of information guidelines.
- (I) “**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.
- (J) “**Counseling**”: the interchange between client and worker leading to the formulation of plans for satisfying needs and resolving problems to enhance the behavior of the client.
- (K) “**Direct Costs**”: expenses that can be identified as specifically benefiting a specific program.

- (L) **“Documentation”**: the formal, official records of transactions and events for the purpose of verification and public accountability.
- (M) **“Eligible Releasee”**: adult felony offenders actively supervised by the Adult Parole Authority, common pleas court probation staff or adult felony and other offenders required by a court to seek treatment in lieu of conviction and actively supervised by a common pleas court probation department.
- (N) **“Facility”**: the actual physical setting in which a program or agency functions.
- (O) **“Final Release”**: the restoration of rights and privileges of an offender through:
- (1) The termination of supervision by the Adult Parole Authority of the balance of the sentence (except for offender’s in the shock incarceration program) or
 - (2) The termination of supervision by the Adult Parole Authority for those released under a period of post-release control, or
 - (3) The completion of an entire prison term by an offender who has not been placed under post-release control pursuant to section 2967.16 of the Revised Code
- (P) **“Full Occupancy”**: the number of residents allowed in a licensed facility as determined by the number of beds officially designated for that facility.
- (Q) **“Governing Authority”**: that entity within an agency which has responsibility and authority to set policies and establish procedures.
- (R) **“Indirect Costs”**: expenses for a common or joint purpose benefiting more than one agency program, but not readily assignable to a specific program.
- (S) **“Inspection Team”**: these are 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 halfway house facility. The inspection team shall be comprised of Bureau of Community Sanction staff and/or other individuals, as approved by the Deputy Administrator of halfway house programs. The halfway house Deputy Administrator shall designate the chairperson of the inspection team.
- (T) **“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, which is used for the custody, care or treatment of criminal offenders.

- (U) “**Manday**”: each twenty-four hour period an eligible releasee is in a licensed facility.
- (V) “**Offender**”: any individual under the supervision of the Adult Parole Authority and Common Pleas Court.
- (W) “**Parolee**”: an offender who has served a term of incarceration as a felon and has been released to the community under parole supervision.
- (X) “**Violator**”: an offender under post-release control or parole supervision who has been declared to be in violation of any of the conditions of supervision, said determination having been made by the Adult Parole Authority and so recorded in its official minutes.
- (Y) “**Placement**”: the residence plan of an eligible offender in the community.
- (Z) “**Probationer**”: a convicted offender whose sentence to an institution is suspended by the court and who is under supervision in the community.
- (AA) “**Probation Violator**”: a probationer whose probationary status has been revoked by the court of jurisdiction.
- (BB) “**Releasee**”: an offender released on post-release control, parole, shock parole, furlough, shock probation or a prisoner released to intermediate transitional detention pursuant to section 5120.03.1 of the Revised Code. No offender is considered a releasee until he has received papers from an institution, completed processing by institution personnel, and has physically departed from the institution or in the case of probationers, unless probation status is evidenced by a journal entry stipulating the offense for which the defendant was convicted and the conditions of probation.
- (CC) “**Residents**”: eligible releasees in placement at a licensed facility.
- (DD) “**Licensed Facility**”: includes, but is not limited to, halfway houses, hospitals, community correction centers and similar facilities that have been licensed by the Division of Parole and Community Services to supervise eligible releasee.
- (EE) “**Supervising Authority**”: the Adult Parole Authority of the Division of Parole and Community Services, and probation departments of Common Pleas Courts.
- (FF) “**Total Includable Cost (TIC)**”: the difference between a licensed facility’s total adjusted cost and the amount of operating surplus.
- (GG) “**Total Mandays** ”: the number of beds at full occupancy of the licensed facility multiplied by three hundred sixty-five days.

- (HH) **“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 apparently criminal nature.
- (II) **“Contract Per Diem Rate (CPDR)”**: is the amount of money the Division of Parole and Community Services shall pay to the licensed facility for each day that an eligible releasee resides in the licensed facility.
- (JJ) **“Allocable Cost”**: any direct or indirect costs which benefit the licensed facility in carrying out the agency program.
- (KK) **“Total Adjusted Cost (TAC)”**: the total adjusted cost is comprised of allowable direct cost of an agency program, plus its allocable portion of allowable indirect costs.
- (LL) **“Post-Release Control”**: a period of supervision by the Adult Parole Authority upon release from prison that includes one or more post-release sanctions as described in sections 2929.16, 2929.17 or 2929.18 of the Revised Code
- (MM) **“Post-Release Control Sanction”**: A sanction that is authorized under sections 2929.16 through 2929.18 of the Revised Code and that is imposed at the time of the offender’s release from prison
- (NN) **“Sponsor”**: an individual that will arrange and handle all matters of business, personal needs or other transactions, etc. during the electronic monitoring period, who shall be identified by the offender prior to being released onto electronic monitoring and approved by the licensed facility program director and the Adult Parole Authority.
- (OO) **“Transfer to Transitional Control”**: the movement of a prisoner from a prison to transitional control, which involves closely monitored supervision and confinement in the community, such as a stay in a licensed facility or restriction to an approved residence on electronic monitoring, during the final one hundred eighty days of a prisoner’s confinement, in accordance with section 2967.26 of the Revised Code.
- (PP) **“Transitional Control Releasee ”**: an inmate released from prison during the final 180 days of the prisoner’s confinement to a licensed facility.
- (QQ) **“Transitional Control Violator”**: any inmate who has been declared to be in violation of any of the conditions of transitional control by the Adult Parole Authority and so recorded in its official minutes.

- (RR) " **'A' Offender**": an offender who, by virtue of their background, characteristics and/or release status, represent greater risk to the community or, because of their release status, requires greater control upon release.
- (SS) "**Absconder**": an offender under Adult Parole Authority supervision who fails to remain within the limits of confinement or who fails to return to a facility as directed. An absconder is considered to be whereabouts unknown. Any offender who absconds on or after October 4, 1996, can be indicted for the offense of escape.
- (TT) "**Adult Parole Authority (APA)**": that section of the Division of Parole and Community Services that includes Probation Development, the Parole Board, Parole Supervision and Interstate Compact of Probation and Parole.
- (UU) "**Alternative Residential Facility**": any facility other than an offender's home or residence at which an offender is assigned to live and that provides programs through which the offender may seek or maintain employment or may receive education, training, treatment, or habilitation. This does not include community-based correctional facilities, jails, halfway houses or prison.
- (VV) "**APA Officer**": a person employed as a parole officer of the Adult Parole Authority who supervises offenders and/or conducts investigations.
- (WW) "**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 and halfway house programs.
- (XX) "**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 and the Bureau of Adult Detention and the Office of Victim Services.
- (YY) "**Electronic Monitoring System**": a system by which the location of an eligible offender can be verified telephonically through the use of voice-activated voice response technology that is in accordance with section 2929.23 of the Revised Code.
- (ZZ) "**Electronic Monitoring Device**": any device that can be operated by electrical or battery power that is in accordance with section 2929.23 (A) of the Revised Code.
- (AAA) "**Mental Health Professional**": those persons who by virtue of their training and experience are qualified to provide mental health care within the provisions of state's licensure laws, policies and guidelines. Mental health professionals include psychiatrists, psychologists, psychology assistants,

psychiatric registered nurses, social workers and activity therapists, civil service and contractors.

(BBB) "**Mentally Ill Offender**": an offender who may range from the seriously mentally ill who has a substantial disorder of thought or mood which significantly impairs judgment, behavior, capacity to recognize reality or cope with the ordinary demands of life and is manifested by substantial pain or disability, to the offender who is not seriously mentally disabled but who does experience emotional and/or behavioral problems in social, vocational and family settings. These emotional and/or behavioral problems may be serious and appear as DSM IV AXIS II diagnoses such as, but not limited to, Avoidant Personality Disorder, Borderline Personality Disorder, Dependent Personality Disorder and Obsessive-Compulsive Personality Disorder.

(CCC) "**Halfway House**": any private non-profit agency licensed to operate a residential facility that has a current contract with the Department of Rehabilitation and Correction.

(DDD) "**Parole**": the release from confinement in any state penal or reformatory institution by the Adult Parole Authority that is created by section 5149.02 of the Revised Code and under any terms and for any period of time that is prescribed by the authority in its published rules and official minutes. A parolee so released shall be supervised by the authority. Legal custody of a parolee shall remain in the Department of Rehabilitation and Correction until a final release is granted by the authority pursuant to section 2967.16 of the Ohio Revised Code. The above applies to all persons who have committed felonies and been sent to prison prior to July 1, 1996.

(EEE) "**Parole Board Special Condition Violation**": failure to successfully complete one or more of the special conditions imposed by the Parole Board prior to release or during the period of supervision.

(FFF) "**Parole Officer**": a person employed as a parole officer of the Adult Parole Authority who supervises offenders and/or conducts investigations.

(GGG) "**Placement Coordinator**": the APA staff member assigned to coordinate offender's release plans between institutions and field supervision units.

(HHH) "**Prisoner**": an offender who is in actual confinement in an Ohio penal institution as defined in section 2967.01 (H) of the Revised Code.

(III) "**Probation**"/"**Community Control**": a period of supervision for a convicted offender (felony or misdemeanor) in lieu of prison/jail term for a specified length of time. The execution of sentence is suspended and the defendant is placed under the supervision of the court. The period of supervision can be up to a period of five (5) years. Once placed on probation, the offender is expected to abide by the conditions the court imposed. The probation

services can be done by either the Common Pleas Court Probation Department or by the Adult Parole Authority, Probation Development Section. The term probation applies to all persons placed on probation for felonies or misdemeanors committed prior to July 1, 1996 and all misdemeanors thereafter.

(JJJ) "**Provider**": the vendor or agency who is responsible to perform the contractual obligations after being awarded a contract.

(KKK) "**Residential Placement Coordinator**": the APA staff member assigned to place offenders under APA supervision into licensed facilities.

(LLL) "**Residential Placement Specialist**": APA Central Office staff assigned to place offenders into contracted licensed residential facilities.

(MMM) "**Residential Treatment Facility**": any facility in which the offender is housed and where treatment may be provided including halfway houses, hospitals, etc.

(NNN) "**Sanction**": for the purposes of criminal sentencing pursuant to Chapter 2929 of the Revised Code: any penalty imposed upon an offender who is convicted of or pleads guilty to an offense as punishment for the offense. Sanction includes any sanction imposed pursuant to any provision of Sections 2929.14 to 2929.18 of the Revised Code.

(OOO) "**Sanction Provider**": the public or private person or entity that operates or administers the sanction or the program or activity that comprises the sanction.

(PPP) "**Serious Mental Illness**": a substantial disorder of thought or mood which significantly impairs judgment, behavior, capacity to recognize reality or cope with the ordinary demands of life within the prison environment and is manifested by substantial pain or disability. Serious mental illness requires a mental health diagnosis, prognosis, and treatment, as appropriate, by mental health staff.

(QQQ) "**Sex Offender**": an offender under active supervision by the APA who meets identification criteria as defined in policy 501.04, Section VI-A. and who has been classified as such per that policy.

(RRR) "**Intermediate Transitional Detention (ITD) Offender**": an inmate who has satisfactorily completed the ninety-day imprisonment phase of the shock incarceration program.

(SSS) "**Special Conditions of Supervision**": special and specific conditions for individual cases that are related to the previous offense pattern and the probability of further serious law violations by the individual offender. Special

conditions may be imposed by the court, by the Parole Board or by the Parole Supervision Section of the Adult Parole Authority pursuant to policy.

(TTT) "**Special Needs Offender**": substance abusers, sex offenders, emotionally disturbed, mentally ill, mentally challenged, aged, and physically challenged.

(UUU) "**Strip-Search**": inspection of the body surfaces of a person who has been required to remove their clothing for purposes of the search; includes visual inspection of mouth, ears, nasal cavity, viewing the entrance to the vaginal and rectal cavities, and search of clothing and any other item worn by the person.

(VVV) "**Search - Pat-down**": a search involving manual and visual inspection of body surfaces, mouth, ears, nostrils, hair, clothing, wigs, briefcases, purses, prostheses and similar items.

(WWW) "**Substance (drugs)**": to include but not limited to alcohol, opiates, cannabinoids, benzodiazepines, PCP, LSD, cocaine, barbiturates, amphetamine/methamphetamine, inhalants and other drugs of abuse.

(XXX) "**Supervising Officer**": a person employed as a parole officer of the APA who supervises offenders.