

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 287 Pages

AGREEMENT NUMBER 5600000770	AMENDMENT NUMBER 7
REGISTRATION NUMBER eP 1046444	

C07.247-7

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

Corrections Corporation of America

2. The term of this

Agreement is January 7, 2008 through June 30, 2019

3. The maximum amount of this \$2,283,229,789.46

Agreement after this amendment is: Two Billion Two Hundred Eighty Three Million Two Hundred Twenty Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Six Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Agreement is entered into under the authority of the Three Judge Panel Court Order for the purposes of prison capacity reduction.

Effective upon approval, Agreement Number 5600000770, approved on January 7, 2008, amended on April 30, 2008, amended on December 23, 2009, amended on March 11, 2011, amended on December 31, 2012, amended on June 23, 2013, and amended on September 30, 2015, for Out of State Housing, is hereby amended to add \$464,631,137.46 to this Agreement, extend the term of this Agreement through June 30, 2019, and revise various Exhibits and Attachments as detailed below. The total amount of this Agreement will not exceed \$2,283,229,789.46.

The following is now incorporated herein:

1. STD 213 Page 1, Item 2 of the original Agreement is hereby amended to read: "The term of this Agreement is January 7, 2008 through June 30, 2019".

Additional Exhibits Listed on Page 2 of 2

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Corrections Corporation of America		I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval. Exempt from DGS approval per Three Judge Panel Court Order.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/17/15		
PRINTED NAME AND TITLE OF PERSON SIGNING Natasha K. Metcalf, Vice President, Partnership Development			
ADDRESS 10 Burton Hills Boulevard Nashville, TN 37215			
STATE OF CALIFORNIA		By: 	
AGENCY NAME California Department of Corrections and Rehabilitation		Date: <u>10-12-15</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10-12-15	<input type="checkbox"/> Exempt per:	
PRINTED NAME AND TITLE OF PERSON SIGNING Arlene Sakazaki, Associate Director, Office of Business Services			
ADDRESS 9838 Old Placerville Rd., Suite B-2, Sacramento, CA 95827			

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

Page 2 of 2

AGREEMENT NUMBER

560000770

2. STD 213 Page 1, Item 3 of the original Agreement is hereby amended to read: "The maximum amount of this Agreement after this amendment is: \$2,283,229,789.46. Two Billion Two Hundred Eighty Three Million Two Hundred Twenty Nine Thousand Seven Hundred Eighty Nine Dollars and Forty Six Cents".
3. Exhibit A, Scope of Work, has been replaced with Exhibit A, Scope of Work, Amendment 7, and is attached hereto.
4. Attachment 1, Plata-Coleman Link, Amendment 7, is made a part of this Agreement and attached hereto.
5. Attachment 2, Armstrong Link, Amendment 7, is made a part of this Agreement and attached hereto.
6. Attachment 3, Daily Movement Sheet, Amendment 7, is made a part of this Agreement and attached hereto.
7. Attachment 4, Staff Deployment by Category, Amendment 7, is made a part of this Agreement and attached hereto.
8. Attachment 5, Master Roster Template, Amendment 7, is made a part of this Agreement and attached hereto.
9. Attachment 6, Daily Sign-in Sheets, Amendment 7, is made a part of this Agreement and attached hereto.
10. Attachment C, Distribution of Inmate Death Reports, has been replaced with Attachment 7, Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008, Amendment 7, and is attached hereto.
11. Attachment D, Program Participation Chart has been replaced with Attachment 8, Offender Program Participation Table, Amendment 7, and is attached hereto.
12. Attachment 9, ACA Standards, Amendment 7, is made a part of this Agreement and attached hereto.
13. Attachment 10, FDCR Template, Amendment 7, is made a part of this Agreement and attached hereto.
14. Exhibit B, Budget Detail and Payment Provisions, has been replaced with Exhibit B, Budget Detail and Payment Provisions, Amendment 7, and is attached hereto.
15. Exhibit B-1, Budget Rate Sheets, has been replaced with Exhibit B-1, Rate Sheet, Amendment 7, and is attached hereto.
16. Exhibit B-2, Rate Sheet, Amendment 7, is made a part of this Agreement and attached hereto.
17. Exhibit B-3, Rate Sheet, Amendment 7, is made a part of this Agreement and attached hereto.
18. Exhibit B-4, Rate Sheet, Amendment 7, is made a part of this Agreement and attached hereto.
19. Exhibit B-5, Rate Sheet, Amendment 7, is made a part of this Agreement and attached hereto.
20. Exhibit C, General Terms and Conditions, GTC 307, has been replaced with Exhibit C, General Terms and Conditions, GTC 610, effective June 9, 2010, which is incorporated by reference and made a part of this Agreement as if attached hereto. This document can be viewed at the following website:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
21. Exhibit F, Business Associates Agreement (HIPAA), Amendment 6, has been replaced with Exhibit F, Business Associates Agreement (HIPAA), Amendment 7, and is attached hereto.

**OFFENDER RELOCATION/HOUSING
AGREEMENT BETWEEN:**

STATE OF CALIFORNIA
AND
CORRECTIONS CORPORATION OF AMERICA

This Contract is entered into between the State of California Department of Corrections and Rehabilitation (hereinafter "STATE" or "CDCR") and Corrections Corporation of America (CCA), 10 Burton Hills Blvd., Nashville, Tennessee, 37215 (hereinafter "CONTRACTOR"). Exhibit A, Scope of Work of this contract amendment replaces and supersedes Exhibit A, Scope of Work of Contract # C07.247, Amendment #6.

WHEREAS, the STATE requires correctional bed space and services for STATE Offenders due to continuing in-state crowding issues and has the lawful authority to enter into this Contract.

WHEREAS, the CONTRACTOR operates or has access to correctional facilities ("Facilities") in the states of Arizona, Mississippi, and Oklahoma deemed suitable by CDCR for the housing and care of CDCR Offenders and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Article I.

DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the CONTRACTOR because of changes in American Correctional Association (ACA) Standards, state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the Facilities.

CBU – means the Contract Beds Unit.

CCR Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections" including all subsequent amendments thereto.

CDCR Contract Monitor – The designated representative of the CDCR or his/her designee/delegate serving as liaison between CDCR and the CONTRACTOR and who monitors the CONTRACTOR's performance under this Agreement. This shall also apply to any monitor on behalf of the federally appointed receiver's office in the Federal Court case of *Plata v. Brown* monitoring health care.

COCF – means the California Out-of-State Correctional Facility program.

Coleman – refers to the Federal Court case of *Coleman v. Brown*, pertaining to care of mentally ill Offenders through the mental health services delivery system.

Contract – means this Agreement, or where referenced the prior Agreement between the parties hereto.

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

Critical positions - means those positions that are filled by a specific individual. Staff members are hired into the facility to fill a specific role, unlike a correctional officer that is trained and may fill a variety of posts. If these positions are not filled on the 61st day of vacancy the CONTRACTOR may be assessed an amount equal to the salary and benefits for such position beginning on the 61st day for as long as the position is vacant.

Court with Jurisdiction – is any court which has jurisdiction over the transfer of Offenders pursuant to this Agreement; including but not limited to, the courts in *Coleman v. Brown* (U.S. District Court, Eastern District of California, Case No. CIV S-90-0520), *Perez v. Cate* (U.S. District Court, Northern District of California, Case No. C055241 JSW), *Armstrong v. Brown* (U.S. District Court, Northern District of California, Case No. C94-2397 CW), and *Plata v. Brown* (U.S. District Court, Northern District of California, Case No. C01-1351 TEH).

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day, unless otherwise defined, in this Agreement.

DOM – means the CDCR Departmental Operations Manual.

Facilities – means the correctional institutions operated by the CONTRACTOR in the states of Arizona, Mississippi, and Oklahoma, known as the Tallahatchie County Correctional Facility, North Fork Correctional Facility, Florence Correctional Center, and La Palma Correctional Center, and any other CONTRACTOR Facilities added by mutual agreement pursuant to Exhibit A, Scope of Work, Section 3.01, Offender Housing.

HIPAA – means the Federal Health Insurance Portability and Accountability Act.

Indigent Offender – means an Offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

In-patient Care – means care received in a free standing, non-correctional hospital on an in-patient basis, including any and all physician or consulting professional services provided to the Offender in the hospital.

Lockdown – The restriction of all Offenders to their cells/dormitory beds encompassing no less than a Facility. True lockdowns are rare occasions, generally following very serious threats to institutional security and the safety of staff and Offenders. The movement of any Offender to an assignment or resumption of any program would change the lockdown status of the program, returning the institution/facility to a diminished level of modified program or to normal program.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition. Some mandatory standards may be modified, amended, or supplemented in the future.

Mandatory posts – means those posts that will be filled each shift as delineated.

Modified Program – The suspension of any operation, procedure, service, or function to prevent, isolate, contain, or control a disruption of orderly operations, caused by an Offender

initiated disturbance, natural disaster, or external stimulus. The modified program definition encompasses any restrictions or modifications which do not constitute a lockdown. The term “partial lockdown” is contained within the modified program definition and should no longer be used.

Note: The routine and temporary restrictions on Offender movement or yard activities during alarm response and/or immediately following an accident are not considered a program modification.

National Commission on Correctional Health Care Standards (NCCHC) – those standards of health care services as defined and established by the NCCHC in the 2003 Edition of Standards for Health Services in State Prisons.

Offender – means any adult male person incarcerated pursuant to applicable California laws, and assigned to the Facility for housing under this Agreement.

Offender Day – means each day, including the first day, but not the last, that an Offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local laws, court orders, constitutional standards, and CDCR regulations made applicable to the Facility by this Agreement.

Post – A post is an assignment or area to be covered by a staff person, and does not have to be designated to a specific staff member.

UHR – means Unit Health Record.

Warden – means the Administrative Head who manages operations at the Facility.

Article II

TERM OF THE AGREEMENT

Section 2.01 Option to Extend Term.

The parties agree that should they desire to extend the term of this Agreement they shall notify one another of their desire to extend the term not less than 180 days prior to the expiration of the initial term. The provisions of this Contract, as amended if so amended during that time, shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall expire on the original term end date.

Section 2.02 Termination for Non-Appropriation.

Notwithstanding anything set forth in the provisions of Exhibit A, Article VIII, Default and Termination, it is understood and agreed that the State is a government entity and that the State reserves the right to terminate this Contract if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

Section 2.03 Responsibility Hearing.

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the CONTRACTOR is a responsible bidder before an award of future Agreements can be made.

Article III

CDCR OFFENDERS

Section 3.01 Offender Housing.

The CONTRACTOR shall confine and supervise CDCR Offenders that are transferred to the Facilities pursuant to the terms and conditions of this Agreement. CDCR Offenders shall only be housed in housing units consistent with the Offenders' classification and security needs, subject to the prior written approval of the CDCR Contract Monitor or designee.

CONTRACTOR agrees to make available, and CDCR agrees to utilize, beds at the Facilities.

Provided, however, nothing herein shall prevent the CONTRACTOR and CDCR from mutually agreeing to reallocate beds among the Facilities, add additional Facilities, delete Facilities, and increase or decrease the total number of contracted beds, as necessary, to meet CDCR needs. Subject to mutual agreement, the CONTRACTOR may reallocate the CDCR population among the Facilities in such a manner as to improve the efficiency of overall Facility operations. All such costs associated with such a reallocation among the Facilities shall be borne by the CONTRACTOR. The staffing levels necessary to support the reallocated populations are subject to mutual agreement. This provision shall not apply in the event that such vacancies are caused by an act of contract default on the part of the CONTRACTOR, or in the event that CONTRACTOR has requested that such beds remain vacant.

CDCR minimum payment shall be based on actual occupancy.

Section 3.02 Selection and Placement Process.

The CDCR Offenders to be housed in the Facilities shall be selected on the basis of compliance with all applicable state statutes or other applicable laws or regulations of the state in which the Facilities are located, relating to the housing of out of state Offenders as may apply, and in addition thereto, the following criteria and conditions:

3.02.1 CDCR and CONTRACTOR shall mutually agree on suitable Offenders to be housed in the CONTRACTOR Facilities. In the event that CDCR requests that the CONTRACTOR accept Offenders with serious or significant mental health or physical problems, included but not limited to physical disability, CDCR and the CONTRACTOR shall mutually agree to an appropriate plan of care for the population and the allocation of costs associated therewith. If the overall percentage of Offenders in CONTRACTOR Facilities requiring Hepatitis C treatment exceeds the overall percentage of Offenders requiring Hepatitis C treatment in the CDCR system, CDCR agrees to pay the treatment costs for those Offenders in excess of the percentage of Offenders requiring Hepatitis C treatment in the CDCR system.

3.02.2 Offenders assigned to the Facilities shall be males, eighteen years of age or older.

3.02.3 CONTRACTOR may reject any Offender found not to meet the receiving state's criteria or otherwise deemed by the CONTRACTOR, with CDCR's concurrence, to be unsuitable for assignment to a particular Facility. In the event the initially considered Facility is deemed unsuitable for a particular Offender, the CONTRACTOR shall make all due effort to assign Offenders to an alternate, appropriate Facility under this Agreement.

Upon arrival of any CDCR Offender to a Facility, the CDCR shall provide to the Facility's Warden, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each CDCR Offender to be housed at the Facility. The CONTRACTOR shall assume any costs associated with a review of Offender central files to determine the impact to CDCR of the receiving state's statutory requirements. All CDCR Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the HIPAA or other federal privacy laws. The CONTRACTOR shall release information only in accordance with CDCR direction.

A duly authenticated copy of the CDCR Offender's commitment papers and any other official papers or documents authorizing detention, case file materials, and medical/dental/psychiatric records shall be delivered at the same time a CDCR Offender arrives at the transfer point. After the Agreement is executed and CONTRACTOR becomes familiar with CDCR Offender files, the CONTRACTOR may make reasonable requests for additional papers, or documents, to be delivered to CONTRACTOR. CDCR understands that the safe and secure management of the Facilities is dependent upon the CONTRACTOR's receipt of complete Offender files and shall not unreasonably withhold requested documents.

The CONTRACTOR will work collaboratively with CDCR to implement any newly available Electronic Database Software, including but not limited to the Strategic Offender Management System (SOMS) to enhance operationally necessary transfer of information.

The CDCR reserves the right to modify the Offender eligibility screening criteria on an as-needed basis without amending the Agreement. Modifications become effective upon written notification from the CDCR.

Section 3.03 Transfer/Delivery of Offenders.

At the request of CDCR, the CONTRACTOR shall be responsible for the transporting of Offenders to and from CDCR to the Facilities. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required Offender local transportation to and from the Facilities within a 150 mile radius (*e.g.*, for offsite medical care both urgent or emergent and routine) shall also be provided and paid for by the CONTRACTOR. Upon the request of the CONTRACTOR and with prior written approval of the CDCR Contract Monitor, CONTRACTOR shall be entitled to transfer a CDCR Offender from one Facility to another, provided the Facility receiving the transferred CDCR Offender is operated by CONTRACTOR pursuant to an Agreement between CDCR and CONTRACTOR or between CDCR and an entity with which CONTRACTOR has an operating contract. CONTRACTOR agrees to follow CDCR staffing requirements on any CCA provided transport.

CDCR will provide CONTRACTOR an Offender Transport Manifest for each requested transport. Upon completion of the transport, CCA will sign the Manifest confirming delivery of the Offender and property, and email or fax a copy to CDCR.

Section 3.04 Costs of Transport of Offenders.

Except as otherwise provided below, CDCR shall reimburse CONTRACTOR for the cost of transporting Offenders from the transfer point in California to the Facility, from the Facility to the transfer point in California, and from Facility to Facility, pursuant to the following pricing schedule:

- A. Cost of airframe and crew ("charter costs") at actual costs. CONTRACTOR agrees to provide CDCR with the cost quote for any air transfer and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with CONTRACTOR to obtain a replacement service provider to provide the same service at a rate acceptable to CDCR. If a better quote cannot be obtained through these efforts, CDCR shall determine a competitive alternative transportation provider. The cost of guarding shall be reimbursed to the CONTRACTOR and is determined by the CONTRACTOR's actual cost of salary and fringe benefits for each guard accompanying the transportation of Offenders. Salary and fringe benefits are defined for this section as actual salary, plus 26 percent of salary in addition thereto, to cover the fringe benefits. In addition, CONTRACTOR shall be entitled to administrative overhead on said amounts calculated for guarding at a rate of 15 percent of the base salary
- B. CONTRACTOR shall be reimbursed for ground transportation of Offenders pursuant to the following pricing schedule:

Tallahatchie County Correctional Facility to Arizona Facilities or Arizona Facilities to Tallahatchie County Correctional Facility

- 1st - Offender - \$1089.36 per Offender (1513 miles at \$0.72 per mile)
- 2nd - 4th Offender - \$932.01 per Offender (1513 miles at \$0.62 per mile)
- 5th - 30th Offender- \$823.07 per Offender (1513 miles at \$0.54 per mile)

North Fork Correctional Facility to Arizona Facilities or Arizona Facilities to North Fork Correctional Facility

- 1st Offender - \$599.04 per Offender (832 miles at \$0.72 per mile)
- 2nd -4th Offender - \$512.51 per Offender (832 miles at \$0.62 per mile)
- 5th -30th Offender- \$452.61 per Offender (832 miles at \$0.54 per mile)

Tallahatchie County Correctional Facility to North Fork Correctional Facility or North Fork Correctional Facility to Tallahatchie County Correctional Facility

- 1st Offender - \$444.96 per Offender(618 miles at \$0.72 per mile)
- 2nd -4th Offender - \$380.69 per Offender (618 miles at \$0.62 per mile)
- 5th -30th Offender- \$336.19 per Offender (618 miles at \$0.54 per mile)

Included in the price schedule above are the costs of guarding.

- C. In the event the CONTRACTOR is required to move a vehicle carrying no Offenders into position at a Facility for the purpose of completing a one-way ground transport of Offenders, CONTRACTOR shall be reimbursed for the one-way ground transport pursuant to the following pricing schedule:

Total Cost includes:

Repairs & Maintenance	\$0.28 multiplied by the number of one-way miles
Depletion	\$1.10 multiplied by the number of one-way miles
Per Diem	\$36.00 multiplied by the number of days multiplied by the number of staff
Fuel	Actual fuel cost per gallon multiplied by the number of one-way miles at a rate of 7 miles per gallon

- D. In the event CONTRACTOR requests the return of an Offender to California, or the transfer of an Offender to another Facility, who otherwise meets the criteria of the receiving state, meets the criteria of the CDCR, and has been placed in a Facility with the initial Agreement of the CONTRACTOR, then in such event CONTRACTOR shall be responsible for the transportation and property costs associated with said return.
- E. Notwithstanding any other provisions of Exhibit A, Scope of Work, Section 3.04, Costs of Transport of Offenders, CONTRACTOR shall be responsible for up to the first \$500,000.00 for the cost of transportation between California and all Arizona Facilities annually.
- F. Transportation of Offender Property:
- 1) Each CDCR Offender is allowed six (6) cubic feet of personal property per CCR Title 15.
 - 2) One property box (not to exceed 24 inches x 16 inches x 12 inches) may be transported on the CONTRACTOR's vehicle for each Offender. Additional property boxes may be transported subject to the availability of space. CDCR will provide CONTRACTOR shipping labels to ship, at CDCR's expense, excess property boxes that cannot be transported on the vehicle.
 - 3) When an Offender's property is being prepared to be shipped to California, property in excess of six (6) cubic feet should be disposed of as detailed in CCR Title 15. No additional personal property is to be transported.

In the event an Offender's personal property is not at the specified transfer point at the time of pick up by CDCR, the CONTRACTOR shall be responsible to ship, at the CONTRACTOR'S expense, one property box (not to exceed 24 inches x 16 inches x 12 inches) to the CDCR institution.

- G. The terms contained herein do not provide the CONTRACTOR exclusive rights to transport CDCR Offenders.

Section 3.05 Offender Funds.

Funds of an individual CDCR Offender shall be provided to CONTRACTOR by CDCR within seven (7) working days of the CDCR Offender's transfer. These funds shall be held and managed pursuant to CDCR policies, procedures, and practices, which shall be provided to CONTRACTOR prior to Offender arrival.

Section 3.06 Offender Work/Program Assignment Payment.

CONTRACTOR shall pay all Offenders assigned to the work incentive program Offender wages equal to the amount paid to other Offenders housed at the particular Facility at the time of transfer. Provided, however, CDCR shall inform CONTRACTOR of the applicable pay scales utilized by CDCR, and inform CONTRACTOR of any changes occurring thereto during the term of this Agreement. CONTRACTOR will review the CDCR pay scale to ensure that it keeps with the Facility pay scales currently in place. In the event of a discrepancy, CONTRACTOR will make a recommendation to CDCR for a solution – recognizing the need to treat CDCR Offenders housed out of state in a similar manner to CDCR Offenders in state, taking into account CONTRACTOR's need for similar treatment for all jurisdictions in the Facility. In the event CDCR Offenders are housed in a Facility with other jurisdictions where a pay scale discrepancy exists, CONTRACTOR will provide a report initially and annually.

Section 3.07 Return of Offenders to the CDCR.

- 3.07.1 Upon demand by the CDCR, Offenders will be delivered to the custody of the CDCR pursuant to the terms as set forth in Exhibit A, Scope of Work, Section 3.03, Transfer/Delivery of Offenders.
- 3.07.2 Within 14 days of receiving a good faith request from the CONTRACTOR (based on the diagnosis of a serious medical condition, on-going or serious disciplinary reasons, or inability to provide a level of custody consistent with the safety and security of the Offender and/or staff), the CDCR and CONTRACTOR will develop a mutually agreed upon plan to address the matter.
- 3.07.3 CONTRACTOR and CDCR agree that in the case of Offenders who are members of the Coleman class, returns shall be accomplished in strict accordance with Coleman return guidelines.
- 3.07.4 No Offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state, other than California, unless that State has a detainer on the Offender, or has accepted custody of the Offender pursuant to an interstate compact, unless the Offender is released to the custody of another federal or state agency. In every other case, prior to release from custody, Offenders shall be returned to the CDCR, or to the custody of such jurisdiction as has agreed to take the Offender, pursuant to the terms as set forth in Exhibit A, Scope of Work, Section 3.03, Transfer/Delivery of Offenders.
- 3.07.5 When a CDCR Offender returns to CDCR, the CONTRACTOR shall provide that Offender's funds in the form of a check payable to CDCR, in the amount due to the CDCR Offender, for credit to the CDCR Offender's account, within seven (7) business days of the CDCR Offender's transfer unless an alternate location is directed by CDCR.
- 3.07.6 When a CDCR Offender is identified to return to CDCR, the CONTRACTOR will ensure the field file is current, with documentation to include, but not limited to, program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by CDCR. In addition, the CONTRACTOR will provide a medical summary and ensure the UHR is current with relevant medical documentation. In addition, upon transfer, the CONTRACTOR will provide the current field file, medical summary, and UHR.

Article IV

OPERATION OF FACILITY

Section 4.01 General Duties.

The CDCR Offenders in the Facilities shall be confined and supervised in accordance with the CCR Title 15, DOM, and receiving states' existing state law. The CONTRACTOR shall maintain mutually agreed upon staffing levels at the Facilities in accordance with ACA standards, in sufficient numbers and rank to maintain the safety of the public, staff, and Offenders, and to adequately carry out the provisions of this Agreement. CONTRACTOR shall not seek additional reimbursement from CDCR in excess of the per diems stated hereunder in instances where the CONTRACTOR increases staff in order to perform the services required under this Agreement. Provided, however, this shall not apply in instances where CDCR requests or requires additional services, or services for a different Offender population than originally contemplated hereunder. The CONTRACTOR shall provide CDCR with staffing levels for each Facility where CDCR Offenders are housed prior to execution of this Agreement. Said staffing levels are attached hereto as Attachment 4, Staff Deployment by Category. In the event of any change to the staffing levels for the staff assigned to the particular CDCR housing units during the term of this Agreement, revised levels shall be provided to CDCR in advance of any change, and shall be subject to CDCR approval, which shall not be unreasonably withheld and shall be granted or withheld within ten (10) business days, or a reasonably agreed upon time frame for the request. In advance of any change, the CONTRACTOR will exercise authority to ensure that the daily operations of the Facility are in compliance with the provisions of this Agreement. Subject to the provisions of this Agreement, the CONTRACTOR shall provide CDCR Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, CCR Title 15, and constitutionally appropriate and/or court imposed guidelines. CONTRACTOR shall also provide for their physical needs of CDCR Offenders, make work, education, training and treatment programs available, retain CDCR Offenders in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. Additionally, CONTRACTOR shall provide case management of CDCR Offenders, consistent with CCR Title 15, including classification, monitoring earned/good time, disciplinary activity, programming, and other Offender activity.

CDCR Offenders shall be provided with a copy of the Facility rules and procedures (orientation guide) upon arrival. The orientation information must include the process for obtaining medical/mental health care, the disciplinary process, the request for reasonable accommodation under ADA, and the Offender appeal/grievance process. A verbal orientation shall also be provided upon arrival of CDCR Offenders. CONTRACTOR shall ensure effective communication during orientation. Where appropriate this may include, but is not limited to, use of interpreters or ADA approved communication devices.

Section 4.02 Minimum Required Staffing.

4.02.1 CDCR may assess liquidated damages if the CONTRACTOR fails to maintain minimum staffing for mandatory posts as mutually agreed by the CONTRACTOR and CDCR in writing. The mandatory post and critical position designations and any revisions thereto shall be made in writing and shall be signed on behalf of CDCR by its Chief or designee and on behalf of the CONTRACTOR by its Vice President of Operations. To the extent any housing, program, or other area is not occupied, as a result of a reduction in

Offender population, CONTRACTOR shall not be required to staff any mandatory posts for that area and shall not be subject to liquidated damages for vacant mandatory posts in such unoccupied area. The CONTRACTOR may use contract staff and overtime to fulfill its mandatory post staffing requirements. The CONTRACTOR shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant post(s). This shall be performed through the use of overtime, contract staff, or other mutually agreed upon alternative means for the CONTRACTOR to not be deemed in breach of this Contract and to not be subject to an assessment of liquidated damages. For each shift that a mandatory shift is not covered, CDCR may assess damages in an amount equal to the daily rate (salary and benefits) per post, per day as long as the deficiency continues.

CONTRACTOR shall have 60 calendar days to fill a vacant Critical Position. To the extent any housing, program, or other area is not occupied as a result of a reduction in Offender population, CONTRACTOR shall not be required to staff any critical positions for that area according to Attachment 5, Master Roster Template, and shall not be subject to liquidated damages for vacant critical positions in such unoccupied area. A Critical Position shall not be deemed vacant in the event that the CONTRACTOR is using contract staff, overtime, or other mutually agreed upon alternative means to fulfill the duties of the Critical Position. Beginning on the 61st calendar day that a Critical Position remains vacant, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) for such Critical Position per day as long as the Critical Position remains vacant. CONTRACTOR agrees to not circumvent the imposition of liquidated damages by multiple short term staff assignments.

Recognizing that the CONTRACTOR will incur certain costs to recruit new employees, and costs to cover the vacancies through contract staff and overtime, the first monthly assessment of liquidated damages per Contract Year, per CONTRACTOR Facility, will be subject to a maximum of \$10,000.00 and the second monthly assessment of liquidated damages per Contract Year, per CONTRACTOR Facility, will be subject to a maximum of \$20,000.00. The third and each subsequent monthly assessment of liquidated damages per Contract Year, per CONTRACTOR Facility, will not be subject to a maximum amount. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, as it is difficult to affix the amount of actual damages. The CONTRACTOR shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the CONTRACTOR of any of its obligations under the Contract.

Section 4.03 ACA Accreditation.

CONTRACTOR shall obtain, and maintain, ACA accreditation of each of the Facilities occupied by CDCR under this Agreement. It is understood that a facility shall have been fully operational for 18 months before ACA accreditation becomes available, and CONTRACTOR shall seek accreditation of any such newly constructed or re-opened facility within the earliest practical time. This requirement may be waived in circumstances where the actions of, or needs of, CDCR prevent such accreditation.

Section 4.04 Contract Monitors.

4.04.1 In administering this Agreement, the CDCR shall designate a CDCR Contract Monitor, to monitor the CONTRACTOR's performance under this Agreement.

- 4.04.2 The CONTRACTOR shall designate a person who shall act as the Facility's contact person for the purposes of the administration of this Agreement.
- 4.04.3 Any change in the Contract Monitor or the CONTRACTOR's designated contact person shall be effective upon 10 days prior written notice of such change to the other party.
- 4.04.4 Unless otherwise provided, the CONTRACTOR shall permit the CDCR, court appointed Receiver or Special Master, and any other duty authorized agent or governmental agency, to monitor all activities conducted by the CONTRACTOR pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v. Brown* to monitor healthcare services within the Facilities. Such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures as CDCR or the Receiver may in their sole discretion deem necessary or appropriate. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Brown* to monitor the provision of constitutionally adequate mental health care for all plaintiff class Offenders. Former class members may be transferred pursuant to this Agreement and some transferred Offenders may become members of the plaintiff class during their stay in the CONTRACTOR's Facilities. The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the CONTRACTOR to plaintiff class members. Also specifically included in this provision is the right of the CDCR Dental Program to monitor the provision of dental services within the institution, including the preparation and submission to CDCR of periodic reports as determined by the Dental Liaison to COCF. CONTRACTOR shall cooperate with such visits, which shall not interfere unduly with Agreement work.
- 4.04.5 The Receiver appointed in the Federal Court case of *Plata v. Brown*, may, in his discretion, appoint a Healthcare Monitor to either be housed at the Facilities, or to make periodic inspection visits to the Facilities consistent with the provisions of this section. The same information as is provided by CDCR to CONTRACTOR for its Contract Monitor shall also be provided to CONTRACTOR for the Healthcare Monitor.

Section 4.05 Medical/Mental Health/Dental.

The CONTRACTOR shall provide essential health services, including medical, dental, and mental health services, while meeting the applicable standards and levels of quality established by the ACA, NCCHC, and CCR Title 15. In addition, the CONTRACTOR shall provide services consistent with all applicable federal, state, local laws and regulations governing the delivery of Offender health services, any applicable court orders, including, but not limited to, orders issued in the case of *Plata v. Brown* and *Coleman v. Brown*, and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders, as set forth above, shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

- CDCR Offenders shall be provided health services consistent with the services provided by the CDCR under applicable CDCR Offender health services policies and procedures.

Services – All Offender medical services shall be provided at the Facilities when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, existing arrangements with local health care providers shall be utilized to obtain the required services. At the inception of this Agreement, a listing of all existing contractual arrangements with local healthcare providers, including, but not limited to, acute care hospitals and clinics, shall be made available to CDCR by CONTRACTOR. Any change to this list shall be communicated to CDCR. This list shall be provided on an annual basis or as changes occur.

CONTRACTOR will have a contracted hospital provider in its off-site network for Offenders requiring inpatient psychiatric admission, including crisis counseling. All Offenders suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

The CONTRACTOR shall have policies and procedures for providing routine and urgent medical, dental, and mental health services. The policies and procedures shall include, but not be limited to, the following:

- 24 hour care, seven (7) days a week emergency medical, dental, and mental health care;
- Initial health screening;
- Health appraisal examination;
- Daily triaging of complaints;
- Sick call procedures with a health practitioner, including offering this service at least five (5) days per week;
- Outpatient medical, dental, and mental health service, including diagnostics and physical therapy;
- Inpatient medical services;
- Special medical programs and services for, but not limited to, Offenders with chronic needs or requiring convalescent care;
- Mental health and substance abuse services;
- Adequate staffing of trained professional health services staff and support staff;
- Pharmaceutical services and supplies;
- No cost to CDCR Offender for medication refills and renewals;
- Optometric services;
- Health education;
- Medical diets;
- Infection control; and
- Quality control/peer reviews.

Initial/Preliminary Screening – All screening will be conducted by trained and licensed healthcare personnel on all Offenders upon the Offender's arrival at the Facilities. Screening will include, but not be limited to:

- An inquiry into the Offender's health care history, including status of current modalities and medications;
- An observation of the Offender's behavior, physical limitations and capabilities, and current physical condition;
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

At the initial screening, all Offenders will receive orientation about the Health Services Unit, including the procedures for accessing care.

Full Health Appraisal (Intake) – During the initial occupancy phase of this contract, all Offenders will receive a full health appraisal in compliance with CDCR and Inmate Medical Services Policies and Procedures. This health appraisal will include, but not be limited to:

- Review of the earlier screening;
- Review of the CDCR health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- Collection of a more detailed health services history;
- Medical examination, including review of mental health and dental health status if not previously examined at CDCR in the previous six (6) months;
- Laboratory or diagnostic tests to detect communicable disease if not documented in the previous 12 months;
- Other tests and diagnostics, as indicated by exam;
- Initiation of treatment, as indicated;
- Development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing, and job assignment;
- Referral to mental health or dental specialist as indicated; and
- Offender education, particularly of the treatment plan initiated by CDCR is modified or changed. Any change to an existing treatment plan shall be approved by CDCR.

In the event CONTRACTOR's staff are unable to provide the requisite screenings in the time allowed due to the volume of screenings to be conducted, CONTRACTOR may seek approval to extend the time for such screenings, consistent with the approval of CDCR and the Receiver, and if such extension of time is disallowed, CONTRACTOR may utilize outside contracted services to accomplish said screenings. CDCR shall be given advance notification of the identity and qualifications of said individuals, and review the proposed rate of compensation to be paid to such persons. CDCR shall not unreasonably withhold its consent to such proposed screeners, and shall reimburse CONTRACTOR for their additional costs incurred in complying with this provision in such event.

Dental Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure dental screenings, exams, radiographs, and treatments are rendered consistent with the CDCR and ACA standards. Comprehensive dental examinations shall be completed within 30 days of arrival from California. The CDCR records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Offender transfers between CONTRACTOR Facilities shall include a review of dental records to ensure continuity of care at the arriving Facility.

Mental Health Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure mental health screenings, evaluations, and treatments are rendered consistent with the CDCR and ACA standards. The CDCR records sent to the Facility will be reviewed for mental health history and to identify current mental health care needs. Any patient having demonstrated mental health needs shall be identified to CDCR, and CDCR shall have the right to request a return of that Offender to CDCR custody.

Infectious Diseases – The CONTRACTOR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to CDCR prior to the execution of this Agreement.

CONTRACTOR Formulary – The CONTRACTOR shall adhere to the CONTRACTOR formulary. When the only medically appropriate and medically necessary pharmaceutical for an Offender is not on the CONTRACTOR formulary, the CONTRACTOR Medical Director and/or the Health Services Administrator will follow the CONTRACTOR's procedures for obtaining a waiver.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of an Offender to or from the Facility, the CDCR or CONTRACTOR, depending on who is releasing custody at the time of transfer, shall provide, at the time the Offender is transferred between the custody of CDCR and CONTRACTOR, a seven (7) day supply of any medications prescribed for that Offender.

Utilization Review/Prior Authorization - CONTRACTOR shall follow the CDCR Utilization Review procedures and, unless the required care is necessitated by an emergency, shall seek advance approval for any non-routine care outside the Facility.

Health Care Records – The CONTRACTOR shall have written policies and procedures to ensure appropriate and confidential management of Offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release, and maintenance of the health care record. The health care record created at the Facility is the property of the CDCR and shall be forwarded to CDCR when the Offender is transferred from the Facility. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval by CDCR.

Credentialing, Privileging, and Peer Review – Licensed Independent Practitioners (LIPs), which includes physicians, nurse practitioners, and physician assistants, hired by the CONTRACTOR must be approved by California Correctional Health Care Services (CCHCS) Credentialing Review Committee prior to commencement of services. Additionally, CCHCS may conduct clinical performance appraisals of all CONTRACTOR LIP's providing services to CDCR Offenders, and review all peer reviews of contracted LIPs.

Mid-Level Protocols – The CONTRACTOR must have established protocols and provisions for supervision of mid-level providers. Mid-level providers include nurse practitioners and physician assistants.

Staffing – The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the Facility Medical Director and/or the Health Services Administrator.

Staff Training – The Health Services Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health care services staff shall participate in facility orientation and training in accordance with Facility, ACA, and NCCHC standards.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training, and mandatory Continuing and Professional Education requirements.

4.05.1 Costs – The costs of providing on-site medical, mental health, or dental services through Facility staff or contracted services, shall be considered normal costs incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:

- a) All expenses in excess of \$2,500.00 annually, per Offender, for medically necessary, off-site hospital or emergency care. This includes, but is not limited to, medical, surgical, mental health, and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided, however, CONTRACTOR shall be responsible for the costs of any off-site medical care if such care should have been provided on-site through the CONTRACTOR's provision of routine medical, dental, and mental health services.
- b) CONTRACTOR accepts the risk for the first \$2,500.00 annually per Offender for medically necessary, off site hospital, or emergency care. The \$2,500.00 annual per Offender limit shifts ongoing costs for typical, routine off-site services from CDCR to the CONTRACTOR (thereby simplifying the reimbursement for such claims and allowing CDCR relief with respect to these routine costs) while limiting the CONTRACTOR's liability for off-site hospital and emergency care. The parties do not anticipate that every CDCR Offender will incur \$2,500.00 in off-site hospital or emergency care, therefore, the per diem does not include \$2,500.00 per Offender, per year for this care and there is no pool of funds established based upon \$2,500.00 per Offender, per year from which CONTRACTOR retains unspent funds. CONTRACTOR is able to competitively price coverage of off-site medical care by relying on historical Offender medical data and making an assessment of a reasonable annual budget for off-site expenses, knowing that in no event will the liability exceed \$2,500.00 per Offender annually. Accordingly, the CONTRACTOR's off-site limit is a risk balancing mechanism only.
- c) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of Offenders with HIV or AIDS. CONTRACTOR shall notify the CDCR of any Offender diagnosed with HIV or AIDS within three (3) working days.
- d) Any costs associated with DNA testing of Offenders. Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the CONTRACTOR, or state where the Facility is located, are included as part of the per diem rate.

4.05.2 A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental, and/or vision services requested/initiated by the Offender in accordance with CCR Title 15, Section 3354.2. The co-pay fee will be retained by the CONTRACTOR.

4.05.3 The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the CONTRACTOR, its employees, or subcontractors, or for care which could have been prevented.

4.05.4 Third Party Medical Billing – The CONTRACTOR will work with the CDCR and CCHCS to establish an electronic processing system for all outside medical claims. This process will create a direct connection between the medical provider and CCHCS (i.e.: a Third Party Administrator). The electronic processing system must meet or exceed the industry standard.

4.05.5 Upon return of a CDCR Offender to the CDCR, the CONTRACTOR shall provide the copy of the health records of all health care delivered while under CONTRACTOR's jurisdiction, including, but not limited to, all Facility health records, dental records, community hospital records, radiology reports and films, consultant reports, and laboratory results. In addition, the CONTRACTOR will provide a health summary prepared by one (1) or more practitioners, appropriate to the complexity of the case.

4.05.6 The parties hereto expressly acknowledge and agree that:

- a) The Offenders to be transferred pursuant to this Agreement to the Facilities owned and/or operated by CONTRACTOR are members of a class of plaintiffs in an action pending in the United States District Court for the Northern District of California Entitled, Marciano Plata et al. v. Brown et al. No.C01-1351 TEH(the Plata Action);
- b) The CDCR is a named defendant in the Plata Action;
- c) The plaintiffs in the Plata Action have alleged that the health care delivered to Offenders in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
- d) By order, dated February 14, 2006 (the "February 14 Order"), the Court in the Plata Action (the "Plata Court") appointed the Receiver ("Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver;
- e) Pursuant to the February 14 Order, the CDCR and "all persons in concert of participation" with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
- f) The Offender-class members transferred pursuant to this Agreement are entitled to receive constitutionally adequate health care while housed in the Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the Plata Action; and,
- g) The transfers of Offenders contemplated by this Agreement are not designed or intended to thwart, delay, or interfere with the Plata Court's orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

CONTRACTOR expressly acknowledges and agrees that it:

- a) Intends to and will provide constitutionally adequate health care to the Offender-class members while they are housed in the Facilities;

- b) Is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c) Will cooperate fully with the Receiver and will provide the Receiver access to the Facilities and to documents, personnel, and Offender-class members in the Facilities to the same extent as the Receiver is provided access to CDCR facilities, personnel, and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California Offenders in the Facilities and shall not include information related to other jurisdiction's Offenders or facility information unrelated to the provision of medical care to California Offenders.

The parties hereto acknowledge and expressly agree that with respect to the provisions of Exhibit A, Section 4.05, Medical/Mental Health/Dental, and all subsections of said section, the Receiver is a third party beneficiary of this Agreement and hereby consent to the jurisdiction of the United States District Court for the Northern District of California with respect to any action or proceeding brought by the Receiver to enforce the provisions of such sections.

4.05.7 The parties agree that in the event a court appearance is required before the Honorable Thelton Henderson in San Francisco, California by employees of CONTRACTOR that the expenses incurred by CONTRACTOR in making the employees available for said hearing shall be reimbursed to CONTRACTOR by CDCR. Reimbursement shall include costs of transportation as well as salary costs, increased by 26% to cover fringe benefit. Should the court impose monetary sanctions against CONTRACTOR, CDCR and CONTRACTOR agree to evaluate the circumstances leading to the imposition of said sanctions and in the event it is determined that CONTRACTOR had performed within the scope and requirements of this Agreement and that sanctions were issued in spite thereof, CDCR shall agree to reimburse CONTRACTOR for any sanctions imposed. Should CDCR not agree that CONTRACTOR's performance, which resulted in sanctions, was consistent with the obligations imposed under this contract, CDCR may refuse to reimburse CONTRACTOR for the sanctions imposed. In such event CONTRACTOR may seek a judicial determination of the obligation for the payment of sanctions pursuant to the provisions set forth in this paragraph.

4.05.8 In the event that CDCR transfers Correctional Clinical Case Management System (CCCMS) Offenders to the CONTRACTOR's Facilities, the following shall apply:

- a) Unless mutually agreed otherwise between CONTRACTOR and CDCR, the total number of CCCMS Offenders shall not exceed 1,000 Offenders across the CONTRACTOR Facilities.
- b) The allocation of the CCCMS Offenders between the CONTRACTOR Facilities shall be decided in mutual agreement between the CONTRACTOR and CDCR to allow optimization of CONTRACTOR resources, including staffing.
- c) CONTRACTOR's agreement to house CCCMS Offenders is based upon the staffing requirements of the Mental Health Service Delivery System Program Guide as amended and supplemented, and as interpreted by the CDCR Director

of Mental Health. In the event that such guidelines are modified, amended, or replaced in such a way as to modify or increase the services, including staffing, required from the CONTRACTOR, the CONTRACTOR shall not be required to make such modifications unless the CONTRACTOR agrees that such modifications are operationally feasible and CDCR agrees to pay for any increased costs, including any and all staffing related costs. In the event CONTRACTOR finds modifications operationally infeasible, CONTRACTOR and CDCR shall come to a mutual agreement in regards to costs associated with the transfer of Offenders back to California or to another mutually agreed upon site.

- d) CONTRACTOR agrees to provide monitoring data and reports as required by CDCR.

Section 4.06 Death of an Offender.

- 4.06.1 In the event of the death of a CDCR Offender, the CONTRACTOR will immediately notify the CDCR Contract Monitor or designee, local coroner, and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by CDCR, the CONTRACTOR shall obtain an independent autopsy. This autopsy shall be paid for by the CDCR. A certified copy of the death certificate and the Offender's file and medical records will be forwarded to the CDCR.
- 4.06.2 The CONTRACTOR shall furnish all information requested by the CDCR, and follow the instructions of the CDCR with regard to disposition of the body. The CDCR will notify the designated next of kin of the deceased Offender, if any, as soon as practicable after death.
- 4.06.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the CDCR.
- 4.06.4 The CONTRACTOR's Chief Medical Officer will communicate on a regular basis with the Office of the Receiver and actively participate in Mortality and Morbidity clinical reviews in the Death Review Committee and other Quality Improvement activities. At all times documentation will be protected by the Medical Peer Review process. The CONTRACTOR will assist COCF in the collection of documents required to be submitted to the Death Review Committee as delineated in the CCHCS September 5, 2008, Memorandum titled "Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008," (Attachment 7) and any subsequent death review documentation requirements imposed by the Plata Court.

Section 4.07 Offender Work and Programs.

- 4.07.1 All eligible Offenders shall be afforded the opportunity to participate in programs, occupational training, and work at the Facilities, unless otherwise medically or administratively precluded. No CDCR Offender shall participate in any program, training, or work outside the fenced Facilities unless approved in writing by the CDCR Contract Monitor or designee.
- 4.07.2 Eligible Offenders will be productively occupied in work, education, vocational, and/or major habilitation programs, consistent with CCR Title 15, and in accordance with the Offender Program Participation Table (Attachment 8).

- 4.07.3 Programs shall include: Educational programs (basic literacy, adult basic education, General educational development, ESL (English as a Second Language); recreational programs; cognitive behavioral programs; self-help programs (Alcoholics Anonymous/ Narcotics Anonymous (AA/NA)); and vocational/technical programs, as available.
- 4.07.4 Offenders shall be required to work or participate in educational or vocational programs, consistent with CCR Title 15. However, Offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.07.5 The CONTRACTOR may dispose of, or consume, all products produced by any Offender participating in work or vocational programs. The CONTRACTOR will bear all costs and retain all proceeds there from.
- 4.07.6 The CONTRACTOR shall daily record the actual hours worked/participated for each Offender (those in work/programs/education/training) on the Work Supervisor's Time Log (CDC Form 1697) in order that work credit can be calculated by CDCR in accordance with CCR Title 15 (§3045). The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the Contract Monitor by the 15th of the following month, or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.7 In case of hobby craft programs, the crafts may be sold and proceeds of any sale retained by the Offender.
- 4.07.8 In accordance with the expectations of CDCR, CONTRACTOR shall provide the below detailed annual goals for Offender programs. The CONTRACTOR shall provide reports to CDCR with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate CONTRACTOR staff, CDCR determines that deficiencies exist in meeting the goals stated herein, CDCR may request that CONTRACTOR provide a Corrective Plan of Action for resolving these deficiencies and updates of these Plans of Action shall be provided to the CDCR Contract Monitor on a monthly basis until such deficiencies are resolved. The annual goals and associated reports shall be as follows:
- 4.07.8.01 Provide Chaplain and Religious Services for the CDCR population in order to fulfill the Facility's responsibility of ensuring that all Offenders can voluntarily exercise their constitutional rights to religious freedom. Each Facility chaplain will submit a monthly report detailing religious services provided, Offender attendance, and volunteers utilized to provide religious services.
- 4.07.8.02 Provide a mechanism for assessment and admission into appropriate modality of treatment for therapeutic substance abuse. Each Facility will submit a quarterly report of assessments, intakes, discharges, and completers in addictions treatment programs, or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.03 Demonstrate Offender progress by tracking "phase-ups" in addiction treatment programs. Each Facility will submit a quarterly report of "phase-ups" or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.

- 4.07.8.04 Assess CDCR Offenders interested in educational programming to determine appropriate placement. Each Facility will submit a quarterly report of assessment results for education programs, or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.05 CDCR Offenders enrolled in academic education programs shall be reassessed using an appropriate instrument every 120 days. Each Facility will submit a quarterly report detailing reassessment results, or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.06 Each Facility will maintain a vocational advisory committee. Each Facility will submit a quarterly report summarizing the activity of the vocational advisory committee.
- 4.07.9 Offenders are eligible for workers' compensation benefits consistent with CCR Title 15, Section 3046 for injuries sustained while performing assigned work while imprisoned. The CONTRACTOR shall provide Offenders with access and copies (upon request) of the CDCR's guidelines covering workers' compensation. At a minimum, the CDCR's guidelines shall be available at the Offender assignment office (or office of person responsible for Offender assignments) and at, or near, the work location (via the work supervisor). CDCR shall be responsible for payment of any benefits for CDCR Offender workers compensation claims as required by California law, including, but not limited to, California Labor Code section 3370(a). CONTRACTOR shall not be responsible for the payment of any workers compensation benefits to CDCR Offenders.

Section 4.08 Religious Opportunity.

The CONTRACTOR will provide reasonable time, accommodations, and space for religious services in keeping with facility security and other necessary institutional operations and activities. Religious services should be provided in accordance with CCR Title 15.

Section 4.09 Recreation/Library/Quarterly Packages and Canteen - Barber.

Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for Offenders in lockdown/modified program/Administrative Segregation status. The CONTRACTOR shall provide recreation for Offenders in Administrative Segregation in accordance with CCR Title 15. Offenders will be personally observed by staff during these recreational opportunities. Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for CDCR Offenders. CONTRACTOR shall endeavor to supply canteen items similar in price and nature to those provided to California Offenders by CDCR. CONTRACTOR reserves the right to exclude any canteen item it deems to be a security risk. Revenues may be used to pay all operating expenses of the canteen including, but not limited to, commissary worker salaries and benefits on a pro rata basis, based on the ratio of the total sales to CDCR Offenders to the total canteen sales to all Offenders. Any profits from the commissary sales to CDCR Offenders operation shall be deposited in the Offender Welfare Fund, to be administered in accordance, and in a manner consistent with established CDCR policies. CONTRACTOR will implement a quarterly package program in accordance to CCR Title 15. CONTRACTOR shall supply quarterly package items similar in price and nature to those provided to California Offenders by

CDCR. CONTRACTOR and CDCR reserve the right to exclude any quarterly package item deemed to be a security risk.

4.09.1 The CONTRACTOR shall establish and maintain a plan of operation for on-site Offender barber services. Barber service procedures must provide for the safety, security, and maintenance of the designated area, tools, solutions, equipment, and comply with all applicable health and sanitation codes. The number of Offender barber assignments shall be consistent with the need to readily service the Offender population. The CONTRACTOR should strive to maintain an ethnically diverse barber's service in both Offenders assigned and services provided. The CONTRACTOR shall ensure that barber services are directly available and accessible to the Offender population. Hours of operation must therefore be scheduled in correlation to other facility programs, activities, and Offender assignments. The barber service shall comply with acceptable and applicable codes, practices, standards, and requirements established by the appropriate state regulatory agency in the state where the Facility is located and ACA standards. The CONTRACTOR shall be responsible for developing a plan of operation for Offender barber services that, at a minimum, must: (a) ensure that tools are properly inventoried, maintained and accounted for at all times; (b) provide for trained Offender barbers that are hired consistent with Facility policy and ACA standards; and (c) ensure that Offender barbers and services are provided to serve an ethnically diverse Offender population. The CONTRACTOR shall provide a designated barber area, centrally located within the Facility and adjacent to the Offender population, which is readily accessible to all Offenders for the personal maintenance of hair grooming standards in accordance with CDCR requirements. The CONTRACTOR may also provide multiple designated Offender barber areas equitably located within various areas of the Facility to achieve the same purpose within the framework of safety and security. In either case, the barber area(s) shall be centrally located and of sufficient size and dimensions to adequately service the entire Offender population. Clear lines of sight shall be provided from designated staff/posts. The CONTRACTOR shall ensure that CDCR principles of proper tool control is incorporated and adhered to by Offenders and staff alike. At a minimum, the barber area shall be equipped with a sink, power outlets, and a chair.

4.09.2 The CONTRACTOR shall maintain an Offender library in the Facilities consistent with DOM Section 101120.1. The library shall include a logical organization of materials to satisfy the needs of the user; information services to locate facts as needed; a reader's advisory service that provides users with suitable materials; promotions of the library materials through publicity, a list of books, special programs and other appropriate items; and a congenial library atmosphere.

The library stock formula shall comply with established departmental requirements (i.e.: Fiction: $.55 \times \text{population} \times \text{seven (7) books}$; Non-Fiction: $.55 \times \text{population} \times \text{five (5) books}$). Additionally, the library must have the following material available to general population Offenders: California Penal Codes; California State Prisoner's Handbook (published by the Prison Law Office); CCR Title 15, Division 3, Chapter 1 "Rules and Regulations of the Director of Corrections" (English and Spanish versions); and the CDCR DOM.

At a minimum, the library services shall be coordinated by a person (CONTRACTOR's staff) who must ensure that the library is operating in accordance with the CDCR requirements. This person shall possess, at a minimum, the ability and knowledge of how to organize and run a small library, using the standard classification scheme (i.e.: Dewey Decimal System for nonfiction), and an effective circulation (book tracking)

method. Library materials must comply with DOM and should be augmented by reference materials necessary to meet the needs of the facility education programs, consistent with the accepted library practices contained in CCR Title 15. The term "Facility librarian" refers to a person (CONTRACTOR's staff) meeting the requirements in this Agreement. CONTRACTOR shall provide some reference material and books in Spanish.

Additional guidelines are as follows:

- 1) A library shall be provided at the Facility at the CONTRACTOR's expense and in accordance with DOM and the Agreement. The CONTRACTOR shall replace library stock consistent with this section.
- 2) The CONTRACTOR should provide, at a minimum, one (1) Offender work assignment position with duties to include checking out and obtaining return of library books and materials. One (1) typewriter, manual or electric, should be provided for this work position.
- 3) Library volumes should be made available on shelving sufficient to display all titles.
- 4) Library hours are to be scheduled to maximize accessibility to the Offenders for a minimum of 30 hours a week.
- 5) The CONTRACTOR shall provide a legal law library at the Facility consistent with DOM Section 101120.9 et al and CCR Title 15 Chapter 3124.
- 6) The CONTRACTOR shall provide security coverage consistent with minimum custody requirements and supervision of Offenders during library hours.

Section 4.10 Inmate Advisory Committee.

The CONTRACTOR agrees that the Facility Wardens will establish an Inmate Advisory Committee at each Facility housing CDCR Offenders consistent with CDCR regulations. Copies of the meeting minutes will be provided to the Contract Monitor or designee on a monthly basis.

Section 4.11 Telephone.

Access to telephone service shall be provided to CDCR Offenders in accordance with CCR Title 15 (§ 3018, 3044, 3045). CONTRACTOR, nor any third party, shall profit from Offender telephone service systems; however, should CDCR require CONTRACTOR to provide video visiting, CONTRACTOR and CDCR shall come to a mutual agreement regarding an increase in charges for the Offender telephone system to offset the cost of providing video visiting. All telephone commissions, revenue, etc. shall be forwarded directly to CDCR for processing pursuant to DOM.

Section 4.12 Clothing.

The CONTRACTOR will be responsible for laundry, repair, and replacement of Offender clothing during the CDCR Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis.

Upon admission, each Offender shall be issued the following:

- Work shoes, one (1) pair.
- Sheets, two (2).
- Pillow case, one (1).
- Towels, two (2).
- Blankets, two (2).
- Pants (uniform or jeans), three (3).

- Shirts (uniforms or chambray), three (3).
- Undershirts, four (4).
- Socks, six (6) pair.
- Undershorts, four (4) pair.
- Jacket, one (1).
- Belt, one (1) (if jeans are issued).
- The distinctive, protective and/or extra clothing required by the climate and/or the Offender's job assignment.

Other clothing and linen items shall also be issued to the Offender as detailed within CCR Title 15. CONTRACTOR shall provide laundry services to the Offender at no charge to the Offender in accordance with established CDCR policies and CCR Title 15.

Section 4.13 Meals.

The CONTRACTOR will provide all CDCR Offenders with nutritional meals consistent with established CDCR policies. Food service will meet established governmental and safety codes, while adhering to American Dietetic Association, National Academy of Sciences, ACA standards, and local, state, and federal requirements. The CONTRACTOR's Facility will have a four (4) week, five (5) week, or six (6) week cycle menu. Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Religious diets will be provided for Offenders whose religious beliefs requires adherence to religious dietary law. Religious diets shall be approved by the recognized Facility religious authority. CONTRACTOR shall provide meat that has been certified as Halal as a religious meat alternative (RMA) at the dinner meal. CONTRACTOR shall procure RMA meat from a vendor(s) capable of providing meat that has been certified as Halal. A Registered Dietician or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. Menus shall be submitted to the Contract Monitor for review on a monthly basis.

Section 4.14 Mail.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty, one (1) ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the Offender. The CONTRACTOR is entitled to recoup postage fees when the Offender has sufficient funds in his account. Pursuant to the DOM, all non-confidential Offender mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

Section 4.15 Visitation.

The CONTRACTOR shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. The CONTRACTOR shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on CDCR's approved visitors list shall be approved by the CONTRACTOR unless security concerns indicate otherwise. Minimum hours of visitation shall be consistent with CDCR regulations. If space is available at the Facility and at the request of CDCR, CONTRACTOR shall provide space appropriate for conjugal visits. The provisioning of said space shall be the expense and obligation of CONTRACTOR.

Section 4.16 Offender Property.

CDCR Offenders shall be allowed to possess personal property as outlined in CCR Title 15. Exclusions may be granted based on facility security requirements. CONTRACTOR shall provide the CDCR allowable property lists prior to the implementation of this Agreement. With the consent of CDCR, CONTRACTOR may permit items of property not allowable in California facilities. It shall be the responsibility of CONTRACTOR to ensure that any such property is not returned with the Offender to California. CONTRACTOR will follow CDCR regulations on disposition of property. CONTRACTOR shall compensate Offenders for loss or damaged property due to the negligence of the CONTRACTOR in accordance with applicable remedies in CCR Title 15. CONTRACTOR shall not unduly delay resolution of property issues.

Section 4.17 Offender Appeals.

The CONTRACTOR will handle all CDCR Offender appeals/grievances related to CDCR Offenders consistent with CDCR Policy. CDCR shall retain final authority on all issues of appeal. The CONTRACTOR shall provide a monthly summary of appeals by volume and type to the CDCR Contract Monitor.

Section 4.18 Access to Courts.

The CONTRACTOR will ensure all CDCR Offender court related access is in compliance and consistent with the provisions of DOM and CCR Title 15. Regardless of housing, the CONTRACTOR will provide opportunity for meaningful access to federal and California State legal materials at the Facility in accordance with CCR Title 15. On rare occasions, when direct access cannot be provided, the CONTRACTOR shall provide access consistent with DOM and CCR Title 15. The CONTRACTOR shall provide CDCR Offenders legal materials required to meet constitutional standards via computer and appropriate software including California specific material. The CONTRACTOR shall provide a secure and monitored location to house said computer and associated peripherals. The CONTRACTOR shall provide federal law material sufficient to meet constitutional standards, such as: typewriters, including ribbons and typing paper; notary services (fees apply as per CCR Title 15); copying services, including copier paper; and legal size envelopes. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent CDCR Offenders. CDCR Offenders need not be afforded access to copiers; however, the CONTRACTOR shall provide a copy of specific information, such as a page from a law book, upon request by a CDCR Offender. A reasonable and consistent copy fee shall be set by the CONTRACTOR. The CONTRACTOR shall provide access to law material when staff has scheduled absences due to vacations, extended leave, or training.

Section 4.19 Offender Records and Progress Reports.

4.19.1 The CONTRACTOR will handle all CDCR Offender Records and ensure compliance consistent with the provisions of DOM and CCR Title 15. Offender institutional records regarding CDCR Offenders while at the Facility shall be collected and maintained on-site by the CONTRACTOR in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The Offender files will not be maintained inside housing units or be easily accessible to the Offender population. Upon request, all records, reports, and documents related to CDCR Offenders, including Offender work/education vocation records, shall be made available immediately to the CDCR Contract Monitor for review. When an Offender is transferred from the Facility, the record provided by the CDCR and additional information compiled while the CDCR

Offender was at the Facility will be updated and transported with the CDCR Offender to his new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the CDCR Offender.

4.19.2 All warrants/holds/detainers received by the CONTRACTOR for a CDCR Offender shall be forwarded to the CDCR Contract Monitor within 24 hours.

4.19.3 CONTRACTOR will provide approved, selected CDCR medical personnel electronic access to the CONTRACTOR's Electronic Medical Record (IMS 2). All access will comply with HIPAA.

Section 4.20 Transportation & Security.

The CONTRACTOR will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. The CONTRACTOR will provide transportation and transportation staffing consistent with CCR Title 15 and DOM to and from medical appointments, urgent and emergent medical care, and local, state, and federal court appearances within a 150 mile radius of the Facility at CONTRACTOR's expense.

Section 4.21 Removal of Offenders from the Facility.

Except for emergency health care needs, CDCR Offenders shall not be assigned away from the Facility for work, programing, etc. without prior written authorization from the CDCR Contract Monitor.

Section 4.22 Use of Force.

The CONTRACTOR's use of force policy and training program for CONTRACTOR staff shall be approved by the CDCR prior to Offenders being transferred to the Facility and consistent with the CDCR Use of Force Policy as well as any other applicable use of force law applicable to the Facility or its operations. Following any use of force, an incident report shall be prepared and the CDCR staff shall be notified pursuant to Exhibit A, Scope of Work, Section 4.24, Notification of Incidents, Emergencies, Escapes, and Discipline. Video copies of Use of Force incidents and all applicable reports will be provided to CDCR within timeframes set forth in CDCR policy or as mutually agreed upon. Any incidents of inappropriate or excessive force will be immediately reported to CDCR and local law enforcement.

4.22.1 CONTRACTOR shall utilize only those weapons, munitions, and equipment authorized by CDCR

Section 4.23 Escapes.

In the event of an escape by a CDCR Offender(s) from the Facility's physical custody, the CONTRACTOR shall, in addition to efforts to apprehend such CDCR Offender(s), immediately notify the CDCR Administrative Officer of the Day (AOD), CDCR I.D./Warrants Unit, and the local law enforcement agencies as required by state statute in the same manner it uses for any other Facility escapees. CONTRACTOR is responsible for reasonable costs associated with an escape, including the cost to dispatch CDCR personnel to assist in the apprehension, or conduct an after action review, and including all costs associated with any such escape which are assessed against CDCR by third parties. Annually, or upon revision, the CONTRACTOR shall provide CDCR Contract Monitor or designee with a listing of emergency contacts; including, but not limited to, AOD contact information.

Section 4.24 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.

- 4.24.1 The CONTRACTOR will handle all CDCR Offender related incidents, emergencies, and escapes in compliance with the provisions of DOM and CCR Title 15 unless it conflicts with state laws, in which case state laws control. Incidents involving/impacting CDCR Offenders are to be reported using the established CDCR-approved reporting format. Such incidents are to be reported to the CDCR Contract Monitor as soon as reasonably practical after the incident occurrence. The CONTRACTOR and CDCR will provide each other with a list of names, phone numbers, e-mail addresses, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operational matters should be directed. For incidents involving any Offender, the CONTRACTOR will send to the CDCR Contract Monitor reports on the incident on a timely basis, consistent with CDCR policy.
- 4.24.2 The CONTRACTOR will handle all CDCR Offender disciplinary related matters according to the applicable provisions of DOM and CCR Title 15. Upon the CDCR Contract Monitor's request, within 14 calendar days following any incident, a critical incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.
- 4.24.3 The CONTRACTOR will notify the CDCR Contract Monitor or COCF AOD immediately (24 hours a day) by telephone for any:
- a) Offender escape;
 - b) Any use of force (including use of deadly force);
 - c) Assault, including sexual assault, by an employee, Offender, or civilian;
 - d) Disturbance involving three (3) or more Offenders;
 - e) Death of an Offender;
 - f) Rape of an Offender;
 - g) Property destruction rendering a living unit or support service area unusable;
 - h) Hostage situation;
 - i) Any serious interruptions to institutional services;
 - j) Felony behavior by staff or Offenders involving CDCR.

All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the Facility shall be provided to the CDCR Contract Monitor within 24 hours of the incident. In addition to those incidents listed above, all non-routine Offender movement from the Facility, including emergency medical moves and removals from population to a Facility deemed appropriate and operated by the CONTRACTOR, and other such moves shall also be reported as soon as possible, but not longer than 24 hours of the incident.

- 4.24.4 Disciplinary reports, reclassification requests, or diagnoses that an Offender has a serious medical condition shall be provided to the CDCR Contract Monitor and Receiver's Healthcare Monitor, if designated, weekly. Additionally, the CONTRACTOR shall forward to the CDCR Contract Monitor a monthly report detailing the disciplinary actions taken on CDCR Offenders. The content and form of the report will be mutually agreed upon by both parties to this Agreement. Daily Offender movement sheets and daily activity reports shall be provided to the Contract Monitor as well.
- 4.24.5 The CONTRACTOR will provide a monthly FDCR report to the CDCR Contract Monitor that chronicles/summarizes significant activities occurring during the preceding month.

4.24.6 The CONTRACTOR shall furnish copies of any regularly generated reports that are requested by the CDCR except for those reports which contain confidential financial or company proprietary information unrelated to CDCR Offender case, custody, or housing.

Section 4.25 Earned Time/Good Time.

The CONTRACTOR shall furnish specific information consistent with CCR Title 15 to the CDCR for purposes of award or forfeiture of earned/good time for eligible Offenders. The final decision on awarding or forfeiture of earned/good time rests with the CDCR.

Section 4.26 Sentence Computation.

The CONTRACTOR will furnish the CDCR with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CONTRACTOR will assist in providing documents as necessary to ensure compliance with CCR Title 15. The final decision with respect to sentence computation rests with CDCR. Sentence computation will be done by the CDCR. The CDCR will furnish adjusted release dates to the CONTRACTOR as necessary.

Section 4.27 Classification.

The CONTRACTOR will participate, as required, in all CDCR Offender classification matters and ensure compliance consistent with the applicable provisions of DOM and CCR Title 15. CONTRACTOR must adhere to all ACA, NCCHC, Court mandates, and CDCR regulations concerning CDCR Offender placement into administrative segregation including, but not limited to, those specific guidelines applicable in the Coleman class action as applied to Coleman class members placed in administrative segregation. In the event of a conflict in application of the above, the CDCR Contract Monitor shall be consulted for appropriate action. Should CDCR find that it is in the best interest of CDCR and CDCR determines that CONTRACTOR's staff is sufficiently trained, CDCR reserves the right to delegate some or all classification matters to CONTRACTOR.

Section 4.28 Facility Space for Hearings, Inspections, Audits, and Contract/Healthcare Monitors.

4.28.1 Adequate facilities for any hearings, inspections, audits, and related CDCR case management activities including: furniture, equipment, on-site clerical support, and security staff, shall be made available to CDCR employees or designated representatives.

4.28.2 Unless required more frequently by law, standard and/or corporate/local policy, the CONTRACTOR will complete documented formal inspections of the following areas, according to stipulated schedule: Security per shift, Sanitation monthly, Fire/Safety quarterly, and Environmental Health annually.

Copies of the inspection reports, including Quality Assurance (QA) reports and plans of correction, including action taken to correct noted deficiencies to date, will be submitted to the CDCR Contract Monitor,. Plans of Correction will be updated monthly until action item(s) are resolved. Proof of practice may be requested by CDCR.

4.28.3 The Facility will complete audits in accordance with CCA policy and ACA standards. CDCR may also conduct audits, and a copy of any such audits shall be provided to CONTRACTOR. CDCR may make a request for a Plan of Correction from CONTRACTOR to be provided within 30 days.

4.28.4 Financial Audit - The CDCR and/or its designee may conduct audits or reviews of the CONTRACTOR's financial records as they relate to the contract whenever deemed necessary or appropriate by the CDCR. The CONTRACTOR shall be responsible for ensuring auditors have access to the Facility (including areas where records are kept), providing an appropriate work area, providing necessary staff escorts, and facilitating availability of CONTRACTOR staff for purposes of discussions related to the purpose of the audit.

Section 4.29 Public Information.

The CONTRACTOR will process all CDCR Offender publicity issues or requests for information consistent with the applicable provisions of DOM and CCR Title 15. CONTRACTOR shall not be authorized to release publicity concerning CDCR Offenders. They shall not release personal histories or photographs of CDCR Offenders or information concerning their arrivals or departures, except as provided herein. All requests shall be forwarded to the CDCR Office of Communications. CONTRACTOR shall notify COCF of any known or anticipated significant media issues involving any Offenders housed in CONTRACTOR's Facilities.

Section 4.30 Inspections.

The CDCR and/or the Receiver shall have the right to inspect and/or audit the Facility at its discretion with or without advance notice. CONTRACTOR reserves the right to deny access during off hours (defined as the period between 8PM and 8AM) to individuals not identified previously to them either in this contract or otherwise in writing. In such event, prior to denying authorization, CONTRACTOR shall first contact the CDCR Contract Monitor for direction and/or approval authority. CONTRACTOR reserves the right to request proper identification prior to admission in all cases.

Section 4.31 Offender Account Deductions (Restitution) Collection and Accounting.

CONTRACTOR shall be responsible for collecting restitution from the wages and account deposits of Offenders who owe restitution, pursuant to Penal Code § 2085.5, as further detailed in CCR Title 15, Section 3097. As of the date of this contract, that amount is 50% or the balance owing, whichever is less. In addition, an administrative fee of 10% of the deduction shall be deducted to reimburse administrative costs, for a maximum deduction of 55% of the Offender's wages and deposits. By entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR is responsible for satisfying CDCR's restitution obligations under such regulations as they currently exist and as they may be amended in the future.

CONTRACTOR shall collect restitution fines beginning with the oldest first. CONTRACTOR shall collect direct orders of restitution when notified by CDCR to activate the direct order, in which case it shall be collected upon as first priority, above any restitution fines, as expressed in penal code § 2085.5.

CONTRACTOR shall hold such funds in an interest-bearing account in trust for the State for the purposes set forth in said statute and regulations, and shall not commingle such funds with CONTRACTOR's own funds or with any other funds.

The CONTRACTOR shall also ensure that the restitution collections and administrative fees are not commingled and are submitted to the Department separately (by separate checks).

Note – fines and direct orders may have the same case number but must be accounted for separately.

CONTRACTOR shall at all times keep an accurate and up-to-date accounting of all such funds and restitution information and shall remit the Offender fund collections and associated Offender case information to CDCR as directed. By the 10th of each month following collections, CONTRACTOR shall forward the amount of restitution and administrative fees to:

Inmate Accounting Branch,
P.O. Box 276088,
Sacramento, CA 95827

The remittance shall include an itemized statement which includes the CDCR number, Offender name, case number, sentencing date, sentencing county, designation of fine or direct order, original fine/order amount, amount of restitution collected, date(s) of deductions, amount of administrative fees collected, and balance still owing. The remittance must be subtotaled by restitution fines and direct order amounts. In addition, CONTRACTOR shall timely provide an accounting of all such funds to CDCR at any time upon request. Any such restitution funds remaining in CONTRACTOR's possession at the end of the contract shall be remitted to the State for proper disposition pursuant to said Statute and regulations. Upon mutual agreement or as deemed necessary by CDCR for the efficient management of Offender restitution the CONTRACTOR shall receive and transmit the restitution collection data through an electronic interface with CDCR, Restitution, Accounting and Canteen System (RACS). The design, testing, and documentation of the CONTRACTOR's interface shall be subject to CDCR's approval and must be utilized and supported without additional cost to CDCR.

Section 4.32 Policy and/or Procedure Changes.

The CONTRACTOR will process all policy and procedural changes consistent with the applicable provisions of DOM and CCR Title 15. The Warden or designee shall be responsible for the posting and distribution, as necessary, of CDCR regulatory or court mandated notices to Offenders and shall substantiate such postings/distributions on the applicable CDCR form.

Section 4.33 Quality Assurance and Initial Security Audit.

The CONTRACTOR shall perform customary and usual Quality Control Audits of the Facility as well as associated Corrective Plans of Action and provide those to CDCR upon completion. CONTRACTOR agrees to include in those audits, such items for review, in addition to those reviewed in the previous audit, such items shall be provided by to CDCR upon completion. CDCR shall be responsible for providing such reports and Corrective Plans of Action to the Receiver and Special Masters upon request and shall advise CONTRACTOR when providing such reports. CONTRACTOR shall have a routine physical plant maintenance schedule and review of the compliance with scheduled maintenance shall be a part of the QA process. Any significant issues will be reported to the Contract Monitor.

Section 4.34 Tobacco – Prohibitions.

No CDCR Offender will be allowed to use, possess, or purchase any tobacco products. Nor shall they be subject to second hand smoke from staff or offenders from other jurisdictions who

may be housed in the Facility. However, consistent with CCR Title 15, the use of tobacco products may be approved by CDCR for use in the CONTRACTOR's Facilities for Offender religious ceremonies.

Section 4.35 Lockdown/Modified Program.

CONTRACTOR must report any lockdowns or modifications of programs for the CDCR Offender populations, including compilation of CDCR documentation in accordance with CCR Title 15. CONTRACTOR must submit a written unlock plan utilizing approved forms for approval by Contract Monitor prior to resuming the normal or modified program. CONTRACTOR shall not unduly delay return to normal program for any population that is placed on lockdown or modified program.

Section 4.36 Research.

No research on CDCR Offenders shall be conducted without prior written CDCR approval. CONTRACTOR shall comply with CDCR research requests regarding CDCR Offenders to the extent such requests do not result in increased costs to CONTRACTOR or cause staff to deviate from primary duties.

Section 4.37 Inmate Welfare Fund

The CONTRACTOR shall establish an Inmate Welfare Fund (IWF) account system for the benefit of the Offenders housed at the Facility in accordance with Penal Code Section 5006, DOM Sections 23010 and 53110, and CCR Title 15, Subchapter 3, Article 4. The CONTRACTOR shall deposit IWF funds into a separate, interest bearing account that is insured by the Federal Deposit Insurance Corporation (FDIC). IWF balances exceeding \$100,000.00 shall be placed into another additional FDIC insured account. The IWF funds shall only be used for the benefit, education, and welfare of all Facility Offenders such as, but not limited to: (a) establishment and operation of a canteen; (b) purchase of canteen products; and (c) establishment and operation of a facility hobby shop program. All net proceeds from the canteen, hobby shop, hair styling area, vending machines, or funds assigned by Offenders shall be deposited in the IWF in accordance with DOM. Expenditure(s) from the IWF must be in compliance with DOM. Each Facility shall budget IWF expenditures so that expenditures shall not exceed budget allocations and revenues from IWF activities.

The IWF shall act as a trust account for the benefit and welfare of Offenders. The CONTRACTOR may deduct 10% from Offender donations for deposit in the IWF to offset transaction processing costs. Moneys collected from sales of products, commodities, or services shall be subject to the deduction based on gross sales. No form of coercion shall be used on any Offender to participate in a fund raising campaign or make a non-voluntary donation.

Annual IWF Budget: The CONTRACTOR shall prepare and submit an annual IWF budget to the CBU for review and approval by May 1st, beginning May 1, 2016, for the upcoming fiscal year. In accordance with DOM Section 23010.8 the CONTRACTOR must prepare quarterly IWF fund statements and submit to the CBU Chief. All entries to the IWF must be supported by source documentation. All IWF expenditures must be in accordance with DOM.

Upon deletion of any CONTRACTOR Facility pursuant to this Agreement, or termination of this Agreement, all IWF funds will be returned to CDCR for processing pursuant to DOM.

Section 4.38 Inmate Trust Fund

The CONTRACTOR shall establish an Inmate Trust Fund (ITF) accounting system for recording and maintaining all transactions affecting Offender trust accounts (in accordance with applicable DOM Sections 51120.12, 51121.15, 53110.5.3, 54070.4 and 54070.5). All transactions and reconciliations shall be supported by sufficient and relevant source documentation. The accounting system shall maintain individual Offender accounts and moneys shall not be commingled with any other funds. ITF shall be deposited into an interest bearing account guaranteed by the FDIC. ITF balances exceeding \$100,000.00 shall be placed into another interest bearing FDIC insured account. The CONTRACTOR shall not utilize Offender trust funds for Facility expenditures without the authorization of the Offender and/or the CBU Chief or designee through the disciplinary process.

Additionally, the CONTRACTOR is responsible for the following Trust Fund transactions:

- 1) Upon an Offender's transfer to another Facility or CDCR prison to forward the individual Offender trust funds to the transfer location;
- 2) To handle unclaimed Offender trust fund balances in accordance with CCR Title 15.
- 3) Restitution shall be calculated, deducted, and processed according to Exhibit A, Scope of Work, Section 4.31, Offender Account Deductions (Restitution) Collection and Accounting.

Section 4.39 Written Mutual Aid Agreements

The CONTRACTOR must have CBU approved Written Mutual Aid Agreements with local and State law enforcement (pursuant to CCR Title 15 and PC Sections 5004 and 5004.5) and related criminal justice agencies for assistance in emergency situations at the Facility. These agreements must, at a minimum, identify the procedures for initiating the agreements and the cooperative emergency measures to be taken to prepare for, or respond to, emergency situations. (Employee job action procedures must be identified as a separate plan.) Development of these agreements shall be the responsibility of the CONTRACTOR. All written mutual aid agreements shall be forwarded to the CBU Chief or designee for approval. Mutual aid agreements must not jeopardize the Facility or violate minimum safety standards. All agreements must, at a minimum, be approved by CBU (in concert with the CDCR's Emergency Operations Unit and Office of Business Services) prior to activation and revised/updated on an annual basis thereafter. The CBU Chief or authorized designee shall be the designated CDCR approval authority required for all mutual aid agreements. A copy of the current signed Mutual Aid Agreements must be submitted to the CBU Chief.

The CDCR may seek reimbursement from the CONTRACTOR for actual costs of all or part of any mutual aid services rendered as a result of CONTRACTOR negligence, error, or failure to perform. Memorandum of Understanding(s) may be developed pending formal contract agreement.

Article V

FACILITY EMPLOYEES

Section 5.01 Independent Contractor.

The CONTRACTOR and its employees are associated with CDCR only for the purposes, and to the extent, set forth in this Agreement. With respect to the performance of the services set out herein, the CONTRACTOR is and shall be an independent CONTRACTOR and, subject to the terms of this Agreement, shall have the sole right to manage the operations of the Facility. The CONTRACTOR shall perform its duties hereunder as an independent CONTRACTOR and not as an employee. Neither the Facility nor any agent or employee of the CONTRACTOR has the authority, actual or implied, to bind, incur liability, or act on behalf of the CDCR or the State. Neither the CONTRACTOR nor any agent or employee of the CONTRACTOR shall accrue leave, retirement, insurance, bonding or any other benefit afforded to the employees of California as a result of this Agreement.

Section 5.02 Personnel.

Personnel shall be retained to deliver 24 hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with CONTRACTOR operating requirements. All personnel hired shall be subject to background checks to include both federal and state criminal records checks and a federal criminal search based on social security number and residence to include a records search based on any discovered undisclosed addresses, as well as an assets control search. All background checks shall be completed prior to CDCR Offender contact. Such policies and procedures, including a position description that clearly states the experience and skill requirements of the position, shall be provided for all Facility management positions. CDCR shall be notified in the event of a vacancy in a management position affecting CDCR populations. CONTRACTOR shall take under advisement legitimate CDCR requests that specific staff, contractors, or volunteers not be allowed to work with, or in proximity of, CDCR Offenders. CONTRACTOR shall make all efforts to reasonably comply with such requests. CONTRACTOR shall require all employees and applicants to document current relationships with CDCR Offenders and/or parolees. Additionally, it is required that CONTRACTOR requires employees to report any newly developed relationships with CDCR Offenders and/or parolees as the relationships arise. CONTRACTOR shall require all employees and applicants to report any negative law enforcement contact. CONTRACTOR shall provide CDCR Contract Monitor all such documents and reports.

Section 5.03 Training.

All personnel shall be trained in accordance with CONTRACTOR personnel policies and procedures. CDCR will provide, at least annually, training regarding their policies and procedures and Security Threat Groups to CONTRACTOR's personnel at a mutually agreed upon site, as CDCR or CONTRACTOR may request.

CONTRACTOR shall be responsible for all expenses associated with the transporting of CONTRACTOR's employees to that site for training and for CDCR staff as mutually agreed upon.

CONTRACTOR agrees to run simulated drills (i.e. alarm response drills, man-down drills, Special Operations Response Team training, escape pursuit drills, and staff accountability drills) as needed to ensure the safe operation of the Facilities.

CONTRACTOR will report to CDCR Contract Monitor or designee through mutually agreed upon procedure to track these drills.

Section 5.04 Worker's Compensation.

CONTRACTOR hereby represents and warrants that CONTRACTOR is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at CONTRACTOR's expense, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, CONTRACTOR shall furnish to the State evidence of valid workers' compensation coverage. CONTRACTOR agrees that the workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement.

CONTRACTOR agrees to give at least 30 days prior notice to CDCR before said expiration date, or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one (1) year. The State reserves the right to verify the CONTRACTOR's evidence of coverage. In the event the CONTRACTOR fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

CONTRACTOR also agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all of CONTRACTOR's workers' compensation claims and losses by CONTRACTOR's officers, agents, and employees related to the performance of this Agreement. CDCR Offenders are not the CONTRACTOR's officers, agents, or employees.

Section 5.05 CDCR Non-Liability for Injuries Caused by Offenders.

Neither the State nor any State employee will be liable to the CONTRACTOR or its staff for injuries inflicted by Offenders or parolees of the State. The State agrees to disclose to the CONTRACTOR any statement(s), known to State staff, made by any Offender or parolee, which indicate(s) violence that may result in any specific situation. The same responsibility will be shared by the CONTRACTOR in disclosing such statement(s) to the State.

Article VI

COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders.

The terms of this Agreement apply only to CDCR Offenders. Nothing in this Agreement shall be construed to impose upon the CDCR any financial or other obligations for any non-CDCR Offender housed in the Facility. The CONTRACTOR's costs of operations including start-up expenses, legal services, and the risks of physical damage to the Facility incurred as a direct

result of the placement of a CDCR Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the compensation set forth herein.

Section 6.02 Payment.

6.02.1 CDCR shall reimburse the CONTRACTOR a per Offender, per day (per diem) rate pursuant to Exhibits B1, B-2, B-3, and B-4.

6.02.2 CDCR shall reimburse the CONTRACTOR as set forth in Sections 3.03, 3.04, and 4.05.1 of this Agreement or such other sections that may set forth a CDCR cost reimbursement obligation.

6.02.3 Nothing herein shall prevent the CONTRACTOR from seeking a per diem increase during any contract renewal year. Such per diem increase shall be subject to legislative appropriation.

Section 6.03 Change in Governing Standards.

If, during the course of this Agreement, changes are made to any governing policies, procedures, protocols, or other governing standards referenced herein and CDCR requests that the CONTRACTOR make revisions to its operations to comply with said change, CONTRACTOR shall be given the opportunity to review the impact of the requested change, with respect to cost and operational practices, prior to implementing the change. Unless such compliance is required by statute or court order, CONTRACTOR shall not be required to make changes during the contract term that increase its costs or impact its operational practices unless the parties negotiate in good faith a modification to this Agreement for CDCR to provide adequate reimbursement or other compensation to the increased cost and/or to define the agreed implementation plan with corresponding timeline for those changes impacting operational practices. Provided further, the parties recognize that they have entered into this Agreement based upon currently existing operating requirements. Should a change in any of these requirements occur which necessitates a change in the scope of services and/or necessitates additional services so as to increase or decrease the cost of operating or performing other services as contemplated by this Agreement, either party may present documentation to support an increase or decrease to the per diem rate. Thereafter, the parties will use their best efforts to arrive at a mutually accepted increase or decrease in the per diem rate. Specifically it is understood that CDCR may require additional medical and healthcare staffing above that as shown in the staffing information provided by CONTRACTOR. In said event CDCR agrees to bear the actual cost incurred by CONTRACTOR in providing those additional medical and healthcare services.

Section 6.04 Billings.

CONTRACTOR will submit detailed invoices for payment of the compensation payable by CDCR to CONTRACTOR pursuant to the terms of Exhibit A, Scope of Work, Section 6.02, Payment, with supporting documentation to CDCR, in arrears on a monthly basis within five (5) business days of month end, though the failure to do so shall not negate the obligation of CDCR to pay such invoice. CDCR will make payment within 45 days of receipt of the invoice.

Section 6.05 Taxes/Utilities.

CONTRACTOR shall pay all local, state, federal taxes, and all utilities charged, incurred, or imposed with respect to the Facility.

Article VII

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Indemnification.

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature, including death resulting there from, to all persons, whether employees of the CONTRACTOR or otherwise, and to all property caused by, resulting from, arising out of, or occurring in connection with any action of the CONTRACTOR, including its officers, directors, employees, subcontractors, or agents, in performance of the duties of this Agreement. If any claims for such damage or injury, including death resulting there from, be made or asserted, whether or not such claims are based upon the CONTRACTOR's, including its officers, directors, employees, subcontractors, or agents, active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the CONTRACTOR agrees to indemnify, defend, and hold harmless, the State and CDCR, their officers, agents, servants, and employees, and the Receiver appointed in the Federal Court case of *Plata v. Brown*, from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage, or injury, including legal fees and disbursements, that the State and CDCR, their officers, agents, servants, or employees may directly or indirectly sustain, suffer, or incur as a result, and the CONTRACTOR agrees to and does hereby assume, on behalf of the State and CDCR, their officers, agents, servants, and employees, the defense of any action at law or in equity which may be brought against the State, CDCR, or their contractors (if any), their officers, agents, servants, or employees, arising by reason of such claims and to pay on behalf of the State and CDCR, their officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, their officers, agents, servants, or employees in any such action. Notwithstanding any provision herein to the contrary, the CONTRACTOR's responsibility and liability under this Section 7.01 does not include any responsibility or liability for CDCR Offender workers compensation claims. As part of the CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, the CONTRACTOR further agrees to hold harmless, defend, and indemnify the State and CDCR for any loss, expense, recovery, or settlement, including counsel fees and costs of defense, which arise from any demand, claim, whether frivolous or not, or suit which may be asserted or brought against the State, CDCR, or the CONTRACTOR as a result of any injury or damage to any person or persons, including death, or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment, or services or the performance or preparation for performance of any of the work or any duties of the CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any CONTRACTOR or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the CONTRACTOR.

The CONTRACTOR also agrees to assume responsibility for, hold harmless, defend, and indemnify the State and CDCR for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes, or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any federal, state, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the CONTRACTOR, and (b) under any federal, state, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the CONTRACTOR on the basis of race, color, religion, sex,

or national origin, and (c) under any federal, state, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege, or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorney's fees brought pursuant to 42 USC Section 1988 or similar statutes.

Section 7.02 Legal Proceedings.

The CONTRACTOR shall not be responsible for defending any post-conviction action, including appeals and writs of habeas corpus, by any Offender challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.03 Insurance.

The CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. The CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage), which shall specifically include fire and legal liability, in an amount not less than \$2,000,000.00 for each occurrence within a yearly aggregate of at least \$10,000,000.00, and civil rights claims in an amount not less than \$2,000,000.00 for each occurrence within a yearly aggregate of at least \$5,000,000.00. The State of California and its respective agencies shall be included as additional insured's under the policy of general liability insurance coverage issued to the CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy, but shall also include the State and its agencies as additional insured's. Vehicle liability coverage for all vehicles used by the CONTRACTOR shall be provided in an amount of not less than \$2,000,000.00 per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than \$50,000.00.

The CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage, including employer liability, in the amount and manner required by law for all employees of the CONTRACTOR.

The CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be \$2,000,000.00 per occurrence with a \$5,000,000.00 yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the CONTRACTOR under this Contract and for which the CONTRACTOR may be liable to the State or CDCR under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

All insurance coverage shall be obtained by the CONTRACTOR through an insurance agent licensed in the state where the Facility is located and such coverage shall be provided by an insurance company licensed to issue such coverage in such state. No "self-insurance" coverage shall be acceptable unless the CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the state where the Facility is located, or is an insured member of a self-

insurance group that is licensed to self-insure in such state. All policies shall include a provision requiring at least 30 days' prior written notice of cancellation to the State and CDCR.

All insurance coverage required to be obtained by the CONTRACTOR shall continue in full force and effect during the term of the Contract and any extension thereof. Proof of insurance policies must be delivered prior to the date on which the services of the CONTRACTOR shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in the state where the Facility is located and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The CONTRACTOR may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the CONTRACTOR, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

The CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum, the CONTRACTOR may wish to purchase additional coverage for its own benefit.

With respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

Section 7.04 Certificate of Insurance and Cancellation.

During the performance of the management services hereunder, the CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to CDCR for the mutual protection and benefit of it and CDCR, naming CDCR as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the CONTRACTOR's operation and management services hereunder, whether same be by the CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CDCR shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to CDCR within 15 days of receipt by CONTRACTOR.

Section 7.05 Defense/Immunity.

By entering into the Contract, neither the State, CDCR, nor the CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the CONTRACTOR may not assert the defense of sovereign immunity.

Section 7.06 Notice of Claims.

Within 10 business days after receipt by CDCR, or of any agent, employee or officer of CDCR, of a summons in any action, or within 10 business days of receipt by CDCR, or of any agent,

employee or officer thereof, of notice of claim, CDCR, or any agent, employee, or officer, shall notify the CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that the CONTRACTOR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in the CONTRACTOR's refusal to indemnify CDCR or any agent, employee, or officer, but only if such failure to notify results in a prejudice to the CONTRACTOR, CDCR, or any agent, employee, or officer. The CONTRACTOR will provide CDCR similar notice of claims.

Section 7.07 Prior Occurrences.

The CONTRACTOR shall not be responsible for any losses or costs resulting from Offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

Section 7.08 Waiver.

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 7.09 Risk of Physical Damage to Facility.

The risks and costs of physical damage to the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per Offender day as provided in Exhibit A, Article VI, Operation of Facility. This does not preclude CONTRACTOR from taking action against an Offender who causes such damages.

Article VIII.

DEFAULT AND TERMINATION

Section 8.01 CDCR Default.

Each of the following shall constitute an Event of Default on the part of the CDCR:

8.01.1 Failure to pay any payment required to be paid pursuant to this Agreement within 45 days after payment is due, provided such failure to pay shall not constitute an Event of Default if CDCR has withheld any payment to CONTRACTOR pursuant to statutory authority.

8.01.2 Failure by CDCR to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of 30 days after CDCR has received a written notice of deficiency from the CONTRACTOR.

Section 8.02 CONTRACTOR Default.

Each of the following shall constitute an Event of Default on the part of the CONTRACTOR:

8.02.1 The failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied

with by CONTRACTOR hereunder, which such failure continues for a period of 30 days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.

8.02.2 The failure of CONTRACTOR to meet or comply with any applicable federal or state requirement or law, which such failure continues for a period of 30 days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.

8.02.3 The failure of CONTRACTOR to comply with any applicable CDCR policy for which CONTRACTOR has not received a prior written waiver from CDCR, when such failure continues for a period of 30 days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor. Provided, however, the Contract Monitor shall not unilaterally provide written notices of deficiency regarding any areas where there is a conflict between Governing Standards, pursuant to Exhibit A, Scope of Work, Section 9.24, Governing Standards, and until the CONTRACTOR and CDCR have had an opportunity to mutually agree upon the appropriate Governing Standard pursuant to Exhibit A, Scope of Work, Section 9.24, Governing Standards.

8.02.4 If CONTRACTOR (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 days;(d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within 60 days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.

8.02.5 The discovery by CDCR that any statement, representation, or warranty in this Agreement on the part of CONTRACTOR is false, misleading, or erroneous in any material respect.

Section 8.03 Notice of Breach.

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Agreement pursuant to Exhibit A, Scope of Work, Section 2.02, Termination for Non-Appropriation of this Agreement.

Section 8.04 Time to Cure.

If any material breach of this Agreement by either party remains uncured more than 30 days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within 30 days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Section 8.05 Remedy for Default.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to: reducing its claim to judgment,

including seeking an award of attorney's fees and costs, taking action to cure the Event of Default, and termination of the Contract.

Section 8.06 Waiver.

No waiver of any breach of any terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 8.07 Termination for Immediate Threat.

The requirement of written notice and opportunity to cure as provided in Exhibit A, Scope of Work, Sections 8.02, 8.03, and 8.04 will not apply if the CDCR, in its sole discretion, determines that a CONTRACTOR default has occurred, which creates an immediate threat of imminent harm to the safety, health, or welfare of the public, employees, or Offenders. In such event the parties shall mutually cooperate for an immediate return of CDCR Offenders consistent with the availability of transportation and housing.

Section 8.08 Force Majeure.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Article IX

MISCELLANEOUS

Section 9.01 Integration.

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition, or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

Section 9.02 Disputes Contract or Billing Disputes.

As a condition precedent to CONTRACTOR's right to institute and pursue litigation or other legally available dispute resolution process, if any, CONTRACTOR agrees that all disputes and/or claims of CONTRACTOR arising under or related to the Agreement shall be resolved pursuant to the following processes. CONTRACTOR's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, CONTRACTOR agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or

providing of services. CONTRACTOR's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

Unless provided otherwise at the time of payment, the acceptance by CONTRACTOR of final payment shall release the CDCR from all claims, demands, and liability to CONTRACTOR for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

CONTRACTOR and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt, in good faith, to resolve the dispute or claim by informal discussion(s). CONTRACTOR shall identify the issues and the relief sought.

The program or institution contract liaison shall issue an informal written statement to CONTRACTOR regarding the dispute within 15 calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to CONTRACTOR of its option to file a formal appeal within 30 days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to CONTRACTOR's satisfaction by the informal appeal process, CONTRACTOR may file with the Associate Director, Procurement and Contracts Branch (PCB), OBS, a formal written appeal within 30 calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Associate Director
Procurement and Contracts Branch
Office of Business Services
California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, California 94283-0001

CONTRACTOR shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for CONTRACTOR's claim or dispute, and CONTRACTOR's legal, technical, and/or other authority upon which CONTRACTOR bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of

California pursuant to California Code of Civil Procedure, Section 2015.5, that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If CONTRACTOR is a corporation, the written certification shall be signed by an officer thereof. If CONTRACTOR is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If CONTRACTOR is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, PCB, OBS, shall issue a formal written decision on behalf of CDCR within 30 calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to CONTRACTOR's satisfaction, or CONTRACTOR has not received a written decision from the Associate Director, PCB, OBS, after 30 calendar days, or other mutually agreed extension, CONTRACTOR may thereafter pursue its right to institute other dispute resolution process(es) if any, available under the laws of the State of California.

Section 9.03 Computer Software Management Memo.

CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Section 9.04 Accounting Principles – No Dual Compensation.

The CONTRACTOR will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a CONTRACTOR cannot receive simultaneous compensation from two (2) or more funding sources for the same services performed even though both funding sources could benefit.

Section 9.05 Subcontractor/Consultant Information.

CONTRACTOR is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the CONTRACTOR shall notify the CDCR, OBS, in writing, within 10 working days, of any changes to the subcontractor and/or consultant information.

Section 9.06 Employment of Ex-Offenders.

CONTRACTOR cannot, and shall not, either directly, or on a subcontract basis, employ in connection with this Agreement:

- a) Ex-Offenders on active parole or probation;

- b) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code, Section 290, or if such ex-Offender has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code, Section 667.5; or
- c) Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the CONTRACTOR subject to the following limitations:

- a) CONTRACTOR shall obtain the prior written approval to employ any such ex-Offender from the Out-of-State Administration Unit; and
- b) Any ex-Offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

Section 9.07 Electronic Waste Recycling.

The CONTRACTOR certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. CONTRACTOR shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

Section 9.08 Excise Tax.

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Section 9.09 Licenses and Permits.

The CONTRACTOR shall be an individual or firm licensed to do business in the state in which the Facilities are located and shall obtain at CONTRACTOR's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, CONTRACTOR agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the CONTRACTOR fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Section 9.10 Conflict of Interest.

The CONTRACTOR and their employees shall abide by the provisions of: Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq.; Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq.; California Code of Regulations (CCR), Title 2, Section 18700 et seq.; CCR Title 15, Section 3409, and; the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

Former State Employees

- 1) For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into an agreement in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12 month period prior to his or her leaving state service.

In addition to the above, the CONTRACTOR shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to Offenders or parolees. The CONTRACTOR shall not itself employ or offer to employ Offenders or parolees either directly or indirectly through an affiliated company, person, or business unless specifically authorized in writing by the CDCR. In addition, the CONTRACTOR shall not, either directly or indirectly, through an affiliated company, person, or business, engage in financial dealings with Offenders or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person, or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the CONTRACTOR, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors, and/or shareholders, either directly or indirectly. "Affiliated companies, persons, or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors, and/or shareholders.

The CONTRACTOR shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The CONTRACTOR shall have a continuing duty to keep the State timely and fully apprised, in writing, of any material changes in the CONTRACTOR's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the CONTRACTOR's business status or structure that could affect the performance of the CONTRACTOR's duties under the Agreement.

If the CONTRACTOR violates any provision of the above paragraphs, such action by the CONTRACTOR shall render this Agreement void at the option of CDCR.

Section 9.11 CONTRACTOR Employee Misconduct.

During the performance of this Agreement, it shall be the responsibility of the CONTRACTOR, whenever there is an allegation of employee misconduct associated with and directly impacting Offender and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to Offenders/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that Offenders and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy, and procedures; and e) written evidence that the CONTRACTOR has taken such remedial action, in the event of employee misconduct with Offenders and/or parolees, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the CONTRACTOR, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the CONTRACTOR to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their Facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement. Nothing contained in this paragraph shall be deemed to constitute a waiver of any attorney/client privilege or of the work product doctrine privilege.

The CONTRACTOR shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the CONTRACTOR shall report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the CONTRACTOR's Facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided the CONTRACTOR has evidence-based, reasonable suspicion of the crime or offense.

Section 9.12 Equal Employment Opportunity.

CONTRACTOR agrees to comply with all Equal Employment Opportunity laws applicable to the operation of the Facility in their respective State.

Section 9.13 Invalidity and Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable, all obligations of the parties hereunder shall cease as of that date, except with respect to claims for services rendered.

Section 9.14 Jurisdiction and Venue.

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Venue(s) for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

Section 9.15 Subcontracting and Assignment.

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the CDCR and any subcontractors, and no subcontract shall relieve the CONTRACTOR of CONTRACTOR's responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to CDCR for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the CDCR's obligation to make payments to the CONTRACTOR. As a result, the CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Section 9.16 Notices.

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed in Exhibit A, Scope of Work, Section 11, Contact Information, until such time as written notice of change of address is received from either party. Any notice so mailed, and any notice served by electronic mail or personal delivery, shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement. CDCR and CONTRACTOR will be provided information on where to send notices prior to occupancy of Facilities.

Section 9.17 Confidentiality of Records.

CDCR and CONTRACTOR agree that all Offender records and Offender/patient record information is identified as confidential, shall be held in trust and confidence, and shall be used only for the purposes contemplated under this Agreement. CONTRACTOR, by acceptance of this Agreement, is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations 9cfr, Title 45, Sections 164.501 et seq.); the California Government Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Section 9.18 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations.

Unless otherwise provided, and when appropriate, CONTRACTOR agrees that all material, information, data, documentation, studies, and evaluations produced in the performance of this Agreement is the property of CDCR and the CONTRACTOR.

Section 9.19 Reporting.

CONTRACTOR shall submit to the CDCR Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in the CONTRACTOR's duties and obligations, regarding the performance of this Agreement. Such written analysis shall be in accordance with the procedures developed and prescribed by the CDCR. The preparation of reports in a timely manner shall be the responsibility of the CONTRACTOR and failure to comply may result in delay of payment of funds. Required reports shall be submitted to the CDCR not later than 30 days following the end of each calendar quarter, or at such time as otherwise specified.

9.19.1 Facility Data Compilation Report (FDCR) - Each Contracted facility shall complete and submit the FDCR template (Attachment 10) on a monthly basis; all FDCR reports are to be completed in their entirety. Reports are to be submitted on the 15th of the following month to the Chief of CBU or designee.

Section 9.20 Records.

Unless otherwise provided CONTRACTOR shall compile and maintain a complete file of each CDCR Offender, including all records, communications, and other written materials which pertain to the operation of Offender programs or the delivery of services to Offenders under this Agreement, including medical, counseling, classification, and disciplinary documents, in individual files. Further, the CONTRACTOR shall permit the CDCR, or its designated representative, to audit, inspect, and copy such files and records during the term of this Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement. Such files and records will be deemed to be the property of the CDCR and shall be available for inspection by the CDCR and shall be returned to the CDCR upon discharge of a CDCR Offender from Facility. The CONTRACTOR may keep copies of said documents as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CDCR. No files or records in which a CDCR Offender is individually identifiable by name, shall be released to any third party without express, advance authorization of CDCR, except in medical emergencies.

9.20.1 The CONTRACTOR shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of programs or the delivery of services under this Agreement. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services, and other costs of whatever nature for which an Agreement payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Facility records. The CDCR's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which the CONTRACTOR sought reimbursement under this Agreement.

9.20.2 All such records, documents, communications, and other materials shall be the property of CDCR and shall be maintained by the CONTRACTOR, in a central location with a designated custodian, on behalf of CDCR, for a period of three (3) years from the final payment of this Agreement, or until an audit has been completed with the following qualification: If an audit by or on behalf of the Federal Government had begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit finding.

9.20.3 CONTRACTOR shall permit the CDCR to audit and/or inspect its records during the term of this Agreement and for a period of three (3) years following the termination of the Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement.

Section 9.21 No Third Party Benefit Except As Provided.

This Agreement shall benefit and burden the parties hereto in accordance with its Terms and Conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits, or privileges on any person or entity other than the parties to this Agreement and the Receiver as provided in Exhibit A, Scope of Work, Section 4.05.6. This Agreement is not

intended to create any rights, liberty interests, or entitlements in favor of any CDCR Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. CDCR Offenders shall have only those entitlements created by federal or state constitutions, statutes, regulations, case law, or applicable court orders.

Section 9.22 Survival of Certain Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all Terms and Conditions of this Agreement and any appendixes or attachments hereto, which may require continued performance or compliance beyond the termination date of the Agreement, shall survive such termination date and shall be enforceable by the CDCR as provided herein in the event of such failure to perform or comply by CONTRACTOR.

Section 9.23 Amendment.

This Agreement shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 9.24 Governing Standards.

In the event of a conflict between any of the governing standards, rules, regulations, policies, or procedures referenced herein, including, but not limited to ACA, NCCHC, CCR Title 15, CONTRACTOR policy and procedure, CDCR DOM, and CDCR rules, regulations, and policies, then the CONTRACTOR and CDCR shall mutually agree upon the standard, rule, regulation, policy, or procedure to be followed. If the CDCR Contract Monitor and Facility Warden are unable to reach an agreement within three (3) days, the conflict shall be resolved by the CONTRACTOR Chief Corrections Officer and Chief of CBU, or designee. The parties shall make a good faith effort to resolve the conflict and neither party shall unreasonably withhold their approval. In resolving the conflict, the parties shall take into account Facility issues such as: security and uniformity of polices as well as specific needs of CDCR Offender management. This provision shall not apply if compliance with a standard, rule, policy, or procedure is required by court order.

Section 9.25 ADA.

CONTRACTOR agrees that by signing this Agreement, it is assuring CDCR that it complies with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq., as applicable, which prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the A.D.A.

Section 9.27 RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement subject to 30 calendar day's written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Article X

ATTACHMENTS

- Attachment 1 Plata-Coleman Link
- Attachment 2 Armstrong Link
- Attachment 3 Daily Movement Sheet Template (CONTRACTOR to use existing CONTRACTOR version)
- Attachment 4 Staff Deployment by Category
- Attachment 5 Master Roster Template
- Attachment 6 Daily Sign-in Sheets (CONTRACTOR to use existing shift roster)
- Attachment 7 Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008
- Attachment 8 Offender Program Participation Table
- Attachment 9 ACA Standards
- Attachment 10 FDCR Template

Article XI

CONTACT INFORMATION

Section 11.01 CDCR CONTACT INFORMATION.

Should questions or problems arise during the term of the Agreement, the CONTRACTOR should contact the following offices:

Contract Monitor:

Brian Coates
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916)464-4001

Contract Beds Unit:

10961 Sun Center Drive
Rancho Cordova, CA 95670
(916) 464-5130 - Main Fax
(916) 464-3766 - Records Fax
(916) 464-3768 - Field Operations Fax
(916) 464-3769 - Medical

Healthcare Contract Monitor:

John Dovey, Director
Field Operations, Corrections Services
California Correctional Health Care Services
8280 Longleaf Dr., D3
Elk Grove, CA 95758
(916) 691-4928

Deputy Director:
Donald Meier
Field Operations, Corrections Services
California Correctional Health Care Services
8280 Longleaf Dr., D3-723
Elk Grove, CA 95758
(916) 691-4828

Chief Medical Officer:
Ricki Barnett, MD
9260 Laguna Springs Dr., E2-308
Elk Grove, CA 95758
(916) 691-9574

Statewide Chief Nurse Executive:
Cheryl Schutt, RN
CCHCS
9260 Laguna Springs Dr., Bldg E
Elk Grove, Ca 95758
(916) 691-9939

Mental Health Coordinator:
Dr. Robert Smith
Senior Psychologist
(916) 508-1727

Dental Liaison for COCF:
Thaddous Archie, DDS
9272 Laguna Springs Dr., G2-416
Elk Grove, CA 95758
(916) 691-0240

Escape/Incident Reporting (I.D./Warrants):
Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038

Restitution/Victim Services Unit:
Department of Corrections & Rehabilitation
P.O. Box 1046
Folsom, CA 95763-1046

Office of Communications:
Deborah Hoffman
1515 S Street, Suite 502-S
Sacramento, CA 95814
Phone: (916) 445-4950
Fax: (916) 442-2637

Office of Correctional Safety:
Bill Kunz, Special Agent
1515 S Street
Sacramento, CA 95811
(916) 323-9717

Office of Correctional Safety:
Derrick Marion, Chief
1515 S Street
Sacramento, CA 95811
(916) 327-4456

Section 11.02 CONTRACTOR CONTACTS.

Should questions or problems arise during the term of the Agreement, CDCR should contact the following CONTRACTOR contacts:

Company Representative
Natasha Metcalf
Vice President, Partnership Development
10 Burton Hills Boulevard, Nashville, TN 37215

Tallahatchie County Correctional Facility
415 US Highway 49N
Tutwiler, MS 38963
(662) 345-6567
Warden Fred Figueroa

North Fork Correctional Facility
1605 East Main
Sayre, OK 73662
(580) 928-8200
Warden Anastacio Perez

La Palma Correctional Center
5501 North La Palma Road
Eloy, AZ 85231
(520) 464-3200
Warden James Macdonald

Florence Correctional Center
1100 Bowling Road
Florence, AZ 95232
(520) 868-5862
Warden Brian Koehn

Corrections Corporation of America
California Department of Corrections and Rehabilitation
Plata-Coleman Link

Agreement Number 5600000770
Attachment 1
Amendment 7

Plata v. Brown (Schwarzenegger) and *Coleman v. Brown (Schwarzenegger)*, is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: <http://www.caed.uscourts.gov/caed/Documents/90cv520o10804.pdf>

Corrections Corporation of America
California Department of Corrections and Rehabilitation
Armstrong Link

Agreement Number 5600000770
Attachment 2
Amendment 7

Armstrong is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: <http://www.cdcr.ca.gov/OACC/docs/Armstrong-v-Brown-BPH-Remedial-Plan-12-1-10.pdf>

[Facility Name]
CDCR Daily Movement Sheet

DATE: _____

DMS #: _____

FACILITY DEPARTURES					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

FACILITY ARRIVALS					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

TEMPORARY RELEASES					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

TEMPORARY RETURNS					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

BED MOVES					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

JOB ASSIGNMENT CHANGES					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

CUSTODY ASSIGNMENT CHANGES					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

FAMILY VISITS					
Agency #	Inmate Last Name	Inmate First Name	From	To	Race

[Facility Name]
CDCR Daily Movement Sheet

DATE: _____

DMS #: _____

ETHNIC BREAKDOWN

	A	B	C	D	E	F	G	H	J	MED	TOTAL
AMERICAN INDIAN OR ALASKAN											
ASIAN OR PACIFIC ISLANDER											
BLACK											
HISPANIC											
OTHER (USED FOR CALIFORNIA ONLY)											
WHITE											
Total											

SUMMARY	IN	OUT	TOTAL
STARTING COUNT			
DEPARTURES			
ARRIVALS			

ENDING COUNT

OFF-SITE HOSPITAL	TOTAL

No Housing	Moving Thru R&D
A	
B	
C	
D	
E	
F	
G	
H	
I	
MED	
TOTAL	

FACILITY CAPACITY	

TALLAHATCHIE COUNTY CORRECTIONAL FACILITY

Tutwiler, Mississippi

2464 Bed Capacity

STAFF DEPLOYMENT BY CATEGORY	
Management / Support	22.00
Security / Operations	132.00
Unit Management	265.00
Maintenance	9.00
Services	6.00
Programs	15.00
Health Services	54.50
Education	47.00
TOTAL	552.50

LA PALMA CORRECTIONAL FACILITY

Eloy, Arizona

3060 Bed Capacity

STAFF DEPLOYMENT BY CATEGORY	
Management / Support	28.00
Security / Operations	157.00
Unit Management	282.00
Maintenance	10.00
Services	7.00
Programs	19.00
Health Services	64.00
Education	33.00
TOTAL	600.00

NORTH FORK CORRECTIONAL FACILITY

Sayre, Oklahoma

2400 Bed Capacity

STAFF DEPLOYMENT BY CATEGORY	
Management / Support	27.00
Security / Operations	160.00
Unit Management	219.00
Maintenance	9.00
Services	6.00
Programs	23.00
Health Services	44.50
Education	47.00
TOTAL	529.50

FLORENCE CORRECTIONAL FACILITY

Florence, Arizona

600 Bed Capacity

STAFF DEPLOYMENT BY CATEGORY	
Management / Support	
Security / Operations	
Unit Management	
Maintenance	
Services	
Programs	
Health Services	
Education	
TOTAL	

Corrections Corporations of America
[Facility Name]
[Facility Capacity]
[Shift] Master Roster

EFFECTIVE DATE: _____ CUSTODY STAFF/SECURITY STAFF ONLY _____ TYPE _____ REGULAR _____
 DATE PRINTED: _____ WATCH _____

POST#	POSITION DESCRIPTION EMPLOYEE NAME	COV	MON DAY	TUES DAY	WEDNES DAY	THURS DAY	FRI DAY	SIGNATURE			ETH	GEN	TYPE		COMMENT
								SATUR DAY	SUN DAY	SEN DATE			NO	WATCH	
	WATCH OFFICE														

Corrections Corporations of America
[Facility Name]
[Facility Capacity]
[Shift] Master Roster

EFFECTIVE DATE: _____ CUSTODY STAFF/SECURITY STAFF ONLY _____ TYPE _____ REGULAR _____
 DATE PRINTED: _____ WATCH _____

POST#	POSITION DESCRIPTION EMPLOYEE NAME	COV	MON DAY	TUES DAY	WEDNES DAY	THURS DAY	FRI DAY	SIGNATURE	SUN DAY	ETH	GEN	SEN DATE	NO	COMMENT
								SATUR DAY						
	WATCH OFFICE													

MODIFIED COMMUNITY CORRECTIONAL FACILITY

DATE: _____

SHIFT: _____

Sign-In Sheet for Posted Positions

	Print Name*	Signature	Hours	Print Name*	Signature	Hours

* Employees are expected to complete the shift as required in the Post Assignment Schedule.
For personnel who do not complete the shift, provide the Name and Signature of the relief who completes the shift.

STATE OF CALIFORNIA

J. Clark Kelso, Receiver

PRISON HEALTH CARE SERVICES



Memorandum

DATE: September 5, 2008

TO: ALL CDCR STAFF

**SUBJECT: DISTRIBUTION OF INMATE DEATH REPORTING and REVIEW
POLICY, EFFECTIVE SEPTEMBER 5, 2008**

This memo is to notify you that the Death Reporting and Review policy for California Prison Health Care Services (CPHCS) is revised in concert with Judge Henderson's September 6, 2006, court order. These policies go into effect immediately.

The CPHCS Death Review Reporting and Review policy establishes the processes and procedures for reporting inmate deaths and the protocols for reviewing these deaths. Attached to the policy is a flowchart that provides a quick reference for reporting a death along with the approved forms that are to be completed to report a death.

The policies establish required reporting timelines and provide options that can be utilized to submit the required reports and information to the Death Review Unit to ensure that proper notification has been received from the institutions when a death has occurred.

The Death Review Unit processes the review of all inmate deaths. Each region is assigned an analyst to ensure that death reporting information is reviewed and processed according to the policy. The analysts in the Death Review Unit are available to provide support in the implementation of these policies. Their contact information is as follows:

Northern Region
Tess Rico, Analyst
(916) 323-2346

Central Region
Ming Chu, Analyst
(916) 327-0508

Southern Region
Pamela Rice, Analyst
(916) 445-1347

Any additional questions that you may have can be directed to Janai Sims, SSM I, Death Review Unit at (916) 324-6876.

I look forward to your continued commitment to ensuring the *"Patient is the Priority"* by reporting inmate deaths per the provisions contained in the Death Reporting and Review Policy.

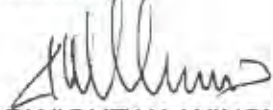
Death Review and Reporting Policy

Page 2 of 2

September 5, 2008

Please ensure this policy is distributed to all staff, including those that do not have access to e-mail.

Cordially,



DWIGHT W. WINSLOW, M.D.
Chief Physician Executive
California Prison Health Care Services

Death Reporting and Review Policy

Division of Correctional Health Care Services

CHAPTER 7

Death Reporting and Review Policy

I. POLICY

All deaths of inmates/patients under the jurisdiction of the California Department of Corrections and Rehabilitation (CDCR) shall be reported and reviewed in a timely manner. Appropriate actions shall be taken to address deficiencies in care.

The Chief Physician Executive has the overall responsibility for ensuring the timely and appropriate review and follow-up of each inmate/patient death, and for ensuring compliance with the policies and procedures related to inmate/patient death reporting and review.

II. PURPOSE

- To reduce the incidence of preventable death, injury, and suffering.
- To evaluate the overall quality of health care provided.
- To identify opportunities for improvement.
- To implement corrective measures locally and system wide.
- To allow for statistical analysis for the purpose of improving the delivery of health care throughout the system.

III. PROCEDURE

A. DEATH REPORTING and DOCUMENT SUBMISSION

1) Initial Inmate Death Report – 7229 A&B

When an inmate-patient dies, the institution **Chief Medical Officer (CMO)** shall:

- Notify all institution Department Heads within the institution (Warden, Health Care Manager [HCM], Director of Nursing [DON] Chief of Mental Health, if applicable).
- Notify the Death Review Analyst (DRA) at Central Office, Division of Correctional Health Care Services (DCHCS) by 8:00 a.m. the day after the inmate death. Fax the below documents to the DRA. Notification shall be sent via fax to (916) 323-2458 or by email to DeathReviewUnit@cdcr.ca.gov.

Initial Inmate Death Report:

7229 A – (for all inmate deaths - Attachment I)

7229 B – (for all Suicides in addition to the 7229A – Attachment II)

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Death Reporting and Review Policy

Division of Correctional Health Care Services

B. DAILY AND WEEKLY DEATH REPORTING - CENTRAL OFFICE

The DRA shall compile a list of all reported deaths daily. The DRA shall send a daily report by 9:00 a.m. each business day to the Chief Physician Executive, Regional Medical and Nursing Directors, and to the Office of the Receiver by 10:00 a.m. every Friday, the DRA will issue a summary report of all deaths occurring that week to the Chief Physician Executive, Regional Medical and Nursing Directors, Regional Administrators and to the Office of the Receiver.

C. DEATH REVIEW

The DRA shall assign a Medical Death Reviewer to perform an in-depth evaluation of the death. The Reviewer assigned shall be a Mid-level Provider or Physician who is approved by the Chief Physician Executive to perform death reviews. The Reviewer cannot evaluate the case if they have provided care to the inmate/patient within 48-hours prior to the death.

The Reviewer shall prepare a detailed case summary utilizing the most recent version of the Death Review Summary Template. The Medical Death Review shall be completed within 10 weeks from the date of death. The Reviewer shall consider, at a minimum, the Unit Health Record (UHR), outside hospital records, and autopsy/coroner's report. The Reviewer shall identify problems with clinical care, policy, or procedure. Upon completion, the Reviewer shall electronically submit the Death Review Summary to the DRA. The DRA will schedule the presentation of the Review to the Death Review Committee.

For any suicide, the DRA shall provide Mental Health Services a copy of the completed Death Review Summary.

D. ROLE OF THE DRA

The DRA is the central point of contact to receive, route, track, coordinate and file information in a timely manner from the initial death reporting until the death review is completed and the case is closed. The DRA is responsible for tracking the status of each inmate/patient death reporting and review. The DRA shall be responsible for compiling all records and will provide all documentation to the Medical Death Reviewer.

E. DEATH REVIEW COMMITTEE

Purpose:

The Death Review Committee shall meet regularly for the purpose of:

- Evaluating the health care provided to inmate/patients who have died.

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Death Reporting and Review Policy

Division of Correctional Health Care Services

- Identifying deficiencies in care.
- Taking action to improve care.

Members:

The Death Review Committee shall be composed of the following persons:

- Chief Physician Executive or designee, Chairperson
- Correctional Administrator, Co-Chairperson
- Regional Medical Directors
- Regional Director of Nursing
- Division of Adult Institutions Representative
- Others as determined by the Chairperson

F. CORRECTIVE ACTION PLANS

At each meeting, the Death Review Committee shall review the problems that are identified in the Death Review Summary and order appropriate action. If a problem cannot be addressed by referral to the Peer Review Sub-Committee, Nursing Practice Review, the Division of Adult Institutions, or the Office of Internal Affairs, the Death Review Committee may order a Corrective Action Plan (CAP).

When a CAP is ordered by the Death Review Committee, the Regional Medical Director and Regional Director of Nursing shall consider existing CAP's, clinical initiatives, and clinical policies. If the Regional Medical Director and Regional Director of Nursing conclude that the CAP's goals can be met by existing statewide initiatives, a previously-issued CAP, or current clinical policy, the request for a CAP will be sent back to the Death Review Committee Chair. If needed the Regional Medical Director and Regional Director of Nursing will assign responsibility to develop, implement, and report the progress on the CAP. Timelines for the CAP will be determined by the Regional Medical and Nursing Directors in collaboration with the responsible staff at the institution. The CAP must be reviewed and approved by the Regional Medical Director and Regional Director of Nursing before implementation.

The responsible individual(s) at the institution shall prepare a follow up report regarding the corrective action(s) recommended by the Death Review Committee. All appropriate supporting documentation confirming these actions have been taken (i.e., a syllabus and sign in sheets from any training provided to staff, non-confidential documentation of any disciplinary action taken and any other appropriate documentation) shall be attached to this report. The responsible staff shall sign the report along with the CMO, the DON, and the HCM, and if applicable, the Warden or Chief Psychiatrist shall sign this report. The institution shall retain a copy of the report and forward the original to the DRA. The report is due within thirty (30) days following the implementation of the required corrective action.

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Death Reporting and Review Policy

Division of Correctional Health Care Services

A copy of the follow up report shall be forwarded to the respective Regional Administrator, Regional Medical Director and Regional Director of Nursing.

G. REPORTING / STATISTICAL DEATH REPORTS

Quarterly Statistical Death Reports shall be generated by the DRA and provided to the Chief Physician Executive, Office of the Receiver, Director, DCHCS, Regional Medical Directors, Regional Directors of Nursing, and Regional Administrators.

H. REPORTING / DEPARTMENT OF JUSTICE STATE AND FEDERAL

Each institution shall report in writing to the California Attorney General (DOJ) within ten (10) days after the death, all facts in their possession concerning the death, in compliance with Government Code Section 12525.

The following reports and records shall be delivered to the Department of Justice, Criminal Justice Statistics Center, Death in Custody Unit, P.O. Box 903427, Sacramento, CA 94203-4270:

- DOJ Form, CJSC 713 (Rev. 11/05)
- Complete incident report or report of death, as applicable
- Completed copy of the death certificate
- Fingerprint card (two sets)
- Coroner's report, if applicable

For questions, contact the Death in Custody Unit, DOJ, at (916) 227-3549.

Per the federal *Death in Custody Reporting Act of 2000*, the DRA shall prepare and provide on a quarterly basis to the United States Department of Justice (USDOJ), a report that directly correlates with and answers all questions required on USDOJ Forms NPS-4 and NPS-4A (Rev. 2-20-08) for each inmate death; including deaths under our jurisdiction housed in a State-operated correctional facility in another State or Federal facility.

The data must be submitted within 60 days of the end of each quarter to the U.S. Census Bureau, Governments Division, CJSB, 4600 Silver Hill Road, Washington DC 20233-6800.

For questions, contact U.S. Census Bureau toll free at 1-800-253-2078.

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Death Reporting and Review Policy

Division of Correctional Health Care Services

2) Incident Report – 837 A, B, & C

When an inmate-patient dies, the institution **Warden** shall:

- Within 7 calendar days of the inmate death fax the below custody documents to the DRA. Notification shall be sent via fax to (916) 323-2458 or by email to DeathReviewUnit@cdcr.ca.gov.

Incident Reports:

CDCR Form 837-A - (Attachment III)

CDCR Form 837-B - (Attachment IV)

CDCR Form 837-C - (suicide deaths in addition to 837 A&B - Attachment V)

3) Unit Health Record (UHR)

When an inmate-patient dies, the institution **CMO** shall:

- Within 14 calendar days ensure that a copy of the following UHR documents are sent to the DRA. The UHR records shall be sent via fax to (916) 323-2458, by email to DeathReviewUnit@cdcr.ca.gov, or overnight mail to:
California Department of Corrections and Rehabilitation
Plata Support Division
Death Review Unit
520 I Street, Suite 315
Sacramento, CA 95812

Unit Health Record:

- UHR from 12 months prior to inmate death (non-suicide)
- Entire UHR (suicide only or special request)
- Correctional Treatment Center records, if applicable
- Community Emergency Medical Services (EMS) generated documents, if applicable
- Outside Hospital documents, if applicable
- Emergency Care flow sheets, if applicable
- CDCR Form 7219, if applicable

If the required documents are not submitted within the required time, the DRA shall notify the respective Regional Clinical Support Unit CMO requesting assistance with document acquisition.

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Death Reporting and Review Policy

Division of Correctional Health Care Services

IV REVISIONS

The Chief Physician Executive or designee shall be responsible for ensuring the contents of this policy are current and accurate.

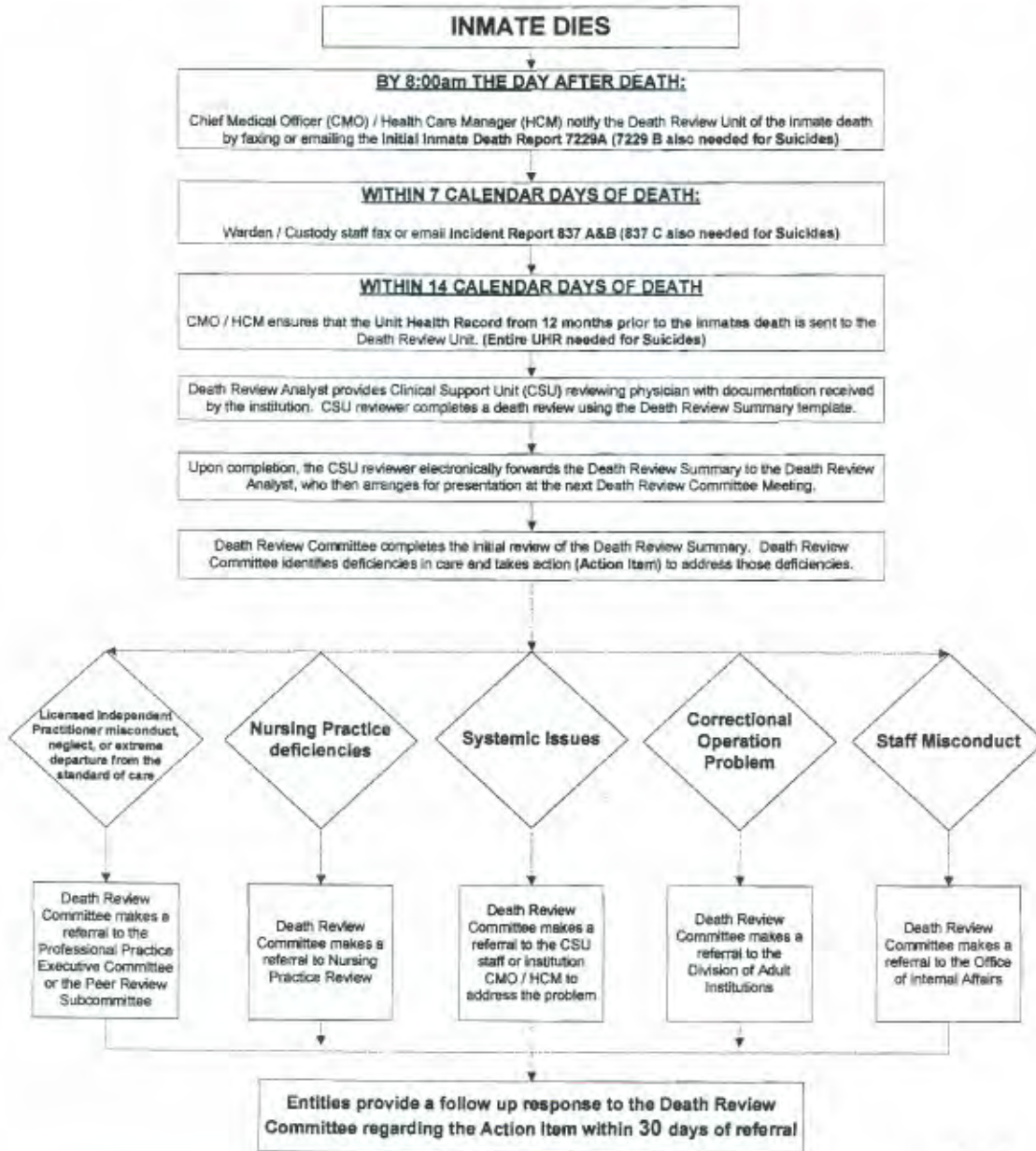
V. AUTHORITY

California Code of Regulations, Title 15, Section 3365
Department Operations Manual, Article 7, Subsection 51070.1 through 51070.20
Government Code Section 12525
Federal Death in Custody Reporting Act of 2000 (PL 106-297)
Penal Code Sections 5058 and 5021

August 27, 2008 (10:00 AM)

Death Reporting and Review Policy **Division of Correctional Health Care Services**

Flowchart - Death Reporting and Review Policy (7/9/08)



Death Reporting and Review Policy

Division of Correctional Health Care Services

Attachments

- 1) **Attachment I – Initial Inmate Death Report-7229A**
- 2) **Attachment II – Initial Inmate Death Report-7229B**
- 3) **Attachment III – Incident Report-837A**
- 4) **Attachment IV – Incident Report-837B**
- 5) **Attachment V – Incident Report-837C**

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INITIAL INMATE DEATH REPORT – 7229A

Page ____ of ____ Please type or print legibly

Complete and fax by 8:00am the day following the date of death

Date of Death:		Time of Death:		Place of Death: (where death was pronounced)			
Name of Deceased (Last, First, Middle):			CDC Number:		DOB		<input type="checkbox"/> male <input type="checkbox"/> female
Ethnicity : <input type="checkbox"/> white <input type="checkbox"/> black <input type="checkbox"/> Hispanic <input type="checkbox"/> native Am. <input type="checkbox"/> Asian <input type="checkbox"/> other <input type="checkbox"/> unknown							
Type of Death: <input type="checkbox"/> accident <input type="checkbox"/> homicide <input type="checkbox"/> suicide <input type="checkbox"/> natural, expected <input type="checkbox"/> natural, unexpected <input type="checkbox"/> unknown							
Last Health Care Contact: <input type="checkbox"/> same day <input type="checkbox"/> < 7 days <input type="checkbox"/> < 30 days <input type="checkbox"/> < 3 months <input type="checkbox"/> > 3 months							
Autopsy requested: <input type="checkbox"/> yes <input type="checkbox"/> no				Outside Medical Facility Records requested: <input type="checkbox"/> yes <input type="checkbox"/> no			
PROVISIONAL IMMEDIATE CAUSE OF DEATH: Enter the disease, injuries, or complications that in your opinion are likely to have caused the death. It is acceptable to use the word "probable" or "unknown". <u>Do not enter as cause of death the mode of dying</u> , such as cardiac or respiratory arrest, shock, or heart failure.							
UNDERLYING CONDITIONS:							
OTHER SIGNIFICANT CONDITIONS: (more than one may be listed here)							
RESUSCITATION ATTEMPTED: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> DNR status <input type="checkbox"/> unknown Describe resuscitation efforts: include persons involved, drugs administered, CPR, Intubation, Defibrillation, time frames. Attach resuscitation records.							
PRELIMINARY SUMMARY: Where was the inmate found? Where did the terminal event occur? Who notified medical staff? Who evaluated the patient initially? Attach Form 7219 if applicable. Relevant details of any treatment at the institution immediately preceding death or transfer, including medications, their route, amount and frequency. Details of any treatment at an outside medical facility preceding death, include dates of transfer, procedures, level of care. Pertinent history and other information contained in the health record. Attach separate page if more space is needed.							
PHYSICIAN COMPLETING FORM:			INSTITUTION:		PHONE NUMBER:		
PHYSICIAN'S SIGNATURE:			DATE SIGNED:		HCM/CMO INITIALS:		
Distribution: 1. Warden 2. Health Care Manager or Chief Medical Officer 3. Coroner's Office 4. Death Review Coordinator (fax 916-323-2458)							
STATE OF CALIFORNIA			Form 7229A		DEPARTMENT OF CORRECTIONS AND REHABILITATION		

INITIAL INMATE DEATH REPORT CDCR 7229 B – INMATE SUICIDE

(not to be included in the Inmate's Unit Health Record – UHR) Please type or print legibly

1. Inmate Name: _____ CDC#: _____
2. Act leading to death / Date: _____ Time: _____ Place: _____
Method: _____
3. Date of arrival at Institution: _____ Last Housing Unit: _____
4. Was inmate in MH Program? Yes () No ()
If yes, level of care: CCMS _____ EOP _____ MHCB _____ Referred to DMH _____
5. If admitted to Crisis Bed, status on admission: Danger to self () Danger to Others ()
Low-Functioning () Other () Specify: _____
6. Diagnosis, if any: Axis I: 1 _____ 2 _____
Axis II: _____ Axis III: _____
Axis IV: _____ Axis V: _____
Problem behaviors exhibited: _____
7. Was inmate considered a suicide risk? Yes () No ()
8. Was inmate on Suicide Precautions? _____ Watch _____ Other type of observation _____
9. Any recent (within the last 3 months) suicidal gesture or attempt noted in chart?
Yes () No () Describe: _____
10. Past History of Suicide Attempts? Yes () No () Describe: _____
11. Did treatment involve use of psychotropic medications? Yes () No ()
12. Did patient refuse medications? Yes () No ()
13. Were procedures started to medicate patient involuntarily per Keyhea? Yes () No ()
14. Were emergency procedures following suicidal act prompt? Yes () No ()
15. Did emergency procedures include Cardiopulmonary Resuscitation (CPR) or
Advanced Cardiac Life Support (ACLS)? Yes () No () By whom? C/O _____ MTA
_____ PT _____ RN _____ MD _____ Problems with Resuscitation? _____
16. Psychosocial factors, if any, that precipitated suicidal behavior? Receiving a CDC
115 disposition / penalty () Receiving Bad News () Three Strikes () Other ()
Specify: _____
17. Date of last Mental Health staff contact prior to suicidal act: _____
18. Last seen by Psychiatrist () Psychologist () Social Worker () Psych Tech () Other ()
19. Staff assigned to complete Psychological Autopsy _____
20. Additional Information: _____

Reviewed by HCM: Signature _____ Date _____

INSTITUTION:		CDC NUMBER, NAME (LAST, FIRST, MI) AND DATE OF BIRTH:	
NAME & TITLE OF PERSON COMPLETING FORM:			
TELEPHONE NUMBER:	DATE:		
INMATE DEATH REPORT / SUICIDE CDC 7229 B (3/97)			

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART A - COVER SHEET
 CDCR 837-A (REV. 10/06)

Page ____ of ____ INCIDENT LOG NUMBER _____ INCIDENT DATE _____ INCIDENT TIME _____

INSTITUTION FACILITY	FACILITY LEVEL <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> RC <input type="checkbox"/> III <input type="checkbox"/> IV	INCIDENT SITE	LOCATION	PROGRAM	AD/SEG YARD	USE OF FORCE:
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SPECIFIC CRIME / INCIDENT _____ CCR PC N/A NUMBER / SUBSECTION _____

D.A. REFERRAL ELIGIBLE <input type="checkbox"/> Yes <input type="checkbox"/> No	CRISIS RESPONSE TEAM ACTIVATED <input type="checkbox"/> Yes <input type="checkbox"/> No	MUTUAL AID <input type="checkbox"/> Yes <input type="checkbox"/> No	PIO/AA NOTIFIED <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--	---

RELATED INFORMATION (CHECK ALL THAT APPLY OR N/A)

DEATH	CAUSE OF DEATH	ASSAULT / BATTERY	TYPE OF ASSAULT / BATTERY
<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> ACCIDENTAL <input type="checkbox"/> EXECUTION <input type="checkbox"/> HOMICIDE <input type="checkbox"/> SUICIDE <input type="checkbox"/> OVERDOSE <input type="checkbox"/> NATURAL <input type="checkbox"/> UNKNOWN OTHER:	<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> BEATING <input type="checkbox"/> GASSING <input type="checkbox"/> POISONING <input type="checkbox"/> SEXUAL <input type="checkbox"/> SHOOTING <input type="checkbox"/> SLASHING <input type="checkbox"/> SPEARING <input type="checkbox"/> STABBING <input type="checkbox"/> STRANGLING <input type="checkbox"/> OTHER

SERIOUS INJURY	INMATE WEAPONS	TYPE OF WEAPON / SHOTS FIRED / FORCE
<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> CHEMICAL SUBSTANCE <input type="checkbox"/> CLUB / BLUDGEON <input type="checkbox"/> EXPLOSIVE <input type="checkbox"/> FIREARM <input type="checkbox"/> HANDS / FEET <input type="checkbox"/> KNIFE <input type="checkbox"/> SAP / SLUNG SHOT <input type="checkbox"/> PROJECTILE <input type="checkbox"/> SPEAR <input type="checkbox"/> SLASHING INSTRUMENT: (TYPE) <input type="checkbox"/> STABBING INSTRUMENT: (TYPE) <input type="checkbox"/> OTHER: <input type="checkbox"/> BODILY FLUID <input type="checkbox"/> OTHER FLUID <input type="checkbox"/> UNKNOWN LIQUID TYPE: <input type="checkbox"/> COMMERCIAL WEAPON <input type="checkbox"/> INMATE MANUFACTURED WEAPON	<input type="checkbox"/> N/A WEAPON: <u>WARNING</u> <u>EFFECT:</u> <u>BATON ROUND</u> <u>TYPE / NO:</u> <input type="checkbox"/> MINI 14 _____ <input type="checkbox"/> .38 CAL _____ <input type="checkbox"/> 9MM _____ <input type="checkbox"/> SHOTGUN _____ LAUNCHER <input type="checkbox"/> 37MM _____ <input type="checkbox"/> L8 _____ <input type="checkbox"/> 40MM _____ <input type="checkbox"/> 40 MM MULTI _____ <input type="checkbox"/> HFWRs _____ FORCE: <input type="checkbox"/> EXPANDABLE BATON <input type="checkbox"/> PHYSICAL FORCE <input type="checkbox"/> X10 <input type="checkbox"/> OTHER <input type="checkbox"/> WOOD <input type="checkbox"/> RUBBER <input type="checkbox"/> FOAM <u>STINGER:</u> <input type="checkbox"/> .32 (A) _____ <input type="checkbox"/> .60 (B) _____ <u>EXACT IMPACT:</u> <input type="checkbox"/> CTS 4557 <input type="checkbox"/> XM 1006 <u>CHEMICAL / TYPE:</u> <input type="checkbox"/> OC <input type="checkbox"/> CN <input type="checkbox"/> CS

CONTROLLED SUBSTANCE	WEIGHT	PROGRAM STATUS	EXCEPTIONAL ACTIVITY
<input type="checkbox"/> N/A <input type="checkbox"/> POSITIVE UA <input type="checkbox"/> CONTROLLED SUBSTANCE AMPHETAMINE BARBITURATES COCAINE CODEINE HEROIN MARIJUANA / THC METHAMPHETAMINE MORPHINE OTHER:	<input checked="" type="checkbox"/> WITH PACKAGING <input type="checkbox"/> W/O PACKAGING PRELIMINARY LAB	<input type="checkbox"/> N/A <input type="checkbox"/> MODIFIED PROGRAM <input type="checkbox"/> LOCKDOWN <input type="checkbox"/> STATE OF EMERGENCY <input type="checkbox"/> OTHER LIST AFFECTED PROGRAMS	<input type="checkbox"/> N/A <input type="checkbox"/> EMPLOYEE JOB ACTION <input type="checkbox"/> ENVIRONMENTAL HAZARD <input type="checkbox"/> EXPLOSION <input type="checkbox"/> FIRE <input type="checkbox"/> GANGS/DISRUPTIVE GROUP <input type="checkbox"/> HOSTAGE <input type="checkbox"/> INMATE STRIKE <input type="checkbox"/> MAJOR DISTURBANCE <input type="checkbox"/> MAJOR POWER OUTAGE <input type="checkbox"/> NATURAL DISASTER <input type="checkbox"/> PUBLIC DEMONSTRATION <input type="checkbox"/> SPECIAL INTEREST I/M <input type="checkbox"/> WEATHER <input type="checkbox"/> SEARCH WARRANT <input type="checkbox"/> ARREST <input type="checkbox"/> OTHER: <u>EXTRACTION</u> <input type="checkbox"/> N/A <input type="checkbox"/> CALCULATED <input type="checkbox"/> EMERGENCY

BRIEF DESCRIPTION OF INCIDENT (ONE OR TWO SENTENCES)

COMPLETE SYNOPSIS / SUMMARY ON PART A1

NAME OF REPORTING STAFF (PRINT/TYPE)	TITLE	ID#	BADGE #
SIGNATURE OF REPORTING STAFF	PHONE EXT. INCIDENT SITE	DATE	
NAME OF WARDEN / AOD (PRINT/ SIGN)	TITLE	DATE	

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART A1 - SUPPLEMENT
 CDCR 837-A1 (REV. 10/06)

Page ____ of ____		INCIDENT LOG NUMBER	
INSTITUTION	FACILITY	INCIDENT DATE	INCIDENT TIME
TYPE OF INFORMATION:			
<input type="checkbox"/> SYNOPSIS/SUMMARY OF INCIDENT <input checked="" type="checkbox"/> SUPPLEMENTAL INFORMATION <input type="checkbox"/> AMENDED INFORMATION <input type="checkbox"/> CLOSURE REPORT			

CHECK IF NARRATIVE IS CONTINUED ON ADDITIONAL A1

NAME OF REPORTING STAFF (PRINT/TYPE)	TITLE	ID#	BADGE #
SIGNATURE OF REPORTING STAFF		PHONE EXT. INCIDENT SITE:	DATE
NAME OF WARDEN / AOD (PRINT / SIGN)		TITLE	DATE

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART B1 - INMATE
 CDCR 837-B1 (REV. 10/06)

Page ____ Of ____

INSTITUTION	FACILITY	INCIDENT LOG NUMBER
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INMATE (ENTIRE SHEET)

NAME: LAST	FIRST	MI	CDC #	SEX	ETHNICITY	FBI #:	CII #
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PARTICIPANT <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT <input type="checkbox"/> WITNESS	CLASS SCORE	PVRTC <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	RELEASE Date Type	EXTRACTION <input type="checkbox"/> YES <input type="checkbox"/> NO	DOB	HOUSING
--	-------------	--	------------------	-------------------	--------------------------	-------------------	---	-----	---------

INMATE LEVEL	<input type="checkbox"/> N/A <input type="checkbox"/> MHCB <input type="checkbox"/> CCCMS <input type="checkbox"/> DDP	<input type="checkbox"/> EOP <input type="checkbox"/> DPP	<input type="checkbox"/> DMH	COMMITMENT OFFENSE	COUNTY OF COMMITMENT
--------------	---	--	------------------------------	--------------------	----------------------

N/A DESCRIPTION OF INJURIES	Injury Location - Cause - Force Used
-----------------------------	--------------------------------------

<input type="checkbox"/> N/A <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	<input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT	NAME/ LOCATION OF HOSP/ TREATMENT FACILITY
--	---	---	--

Reason For Death	Is There Serious Injury	<input type="checkbox"/> N/A	PRISON GANG / DISRUPTIVE GROUP:	VALIDATED / ASSOCIATED
	<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> VALIDATED <input type="checkbox"/> ASSOCIATED

NAME: LAST	FIRST	MI	CDC #	SEX	ETHNICITY	FBI #:	CII #
------------	-------	----	-------	-----	-----------	--------	-------

PARTICIPANT <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT <input type="checkbox"/> WITNESS	CLASS SCORE	PVRTC <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	LWOP	EXTRACTION <input type="checkbox"/> YES <input type="checkbox"/> NO	DOB	HOUSING
--	-------------	--	------------------	-------------------	--------------------------	------	---	-----	---------

INMATE LEVEL	<input type="checkbox"/> N/A <input type="checkbox"/> MHCB <input type="checkbox"/> CCCMS <input type="checkbox"/> DDP	<input type="checkbox"/> EOP <input type="checkbox"/> DPP	<input type="checkbox"/> DMH	COMMITMENT OFFENSE	COUNTY OF COMMITMENT
--------------	---	--	------------------------------	--------------------	----------------------

N/A DESCRIPTION OF INJURIES	Injury Location - Cause - Force Use
-----------------------------	-------------------------------------

<input type="checkbox"/> N/A <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	<input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT	NAME/ LOCATION OF HOSP/ TREATMENT FACILITY
--	---	---	--

Reason For Death	Is There Serious Injury	<input type="checkbox"/> N/A	PRISON GANG / DISRUPTIVE GROUP:	VALIDATED / ASSOCIATED
	<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> VALIDATED <input type="checkbox"/> ASSOCIATED

NAME: LAST	FIRST	MI	CDC #	SEX	ETHNICITY	FBI #:	CII #
------------	-------	----	-------	-----	-----------	--------	-------

PARTICIPANT <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT <input type="checkbox"/> WITNESS	CLASS SCORE	PVRTC <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	LWOP	EXTRACTION <input type="checkbox"/> YES <input type="checkbox"/> NO	DOB	HOUSING
--	-------------	--	------------------	-------------------	--------------------------	------	---	-----	---------

INMATE LEVEL	<input type="checkbox"/> N/A <input type="checkbox"/> MHCB <input type="checkbox"/> CCCMS <input type="checkbox"/> DDP	<input type="checkbox"/> EOP <input type="checkbox"/> DPP	<input type="checkbox"/> DMH	COMMITMENT OFFENSE	COUNTY OF COMMITMENT
--------------	---	--	------------------------------	--------------------	----------------------

N/A DESCRIPTION OF INJURIES	Injury Location - Cause - Force Use
-----------------------------	-------------------------------------

<input type="checkbox"/> N/A <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	<input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT	NAME/ LOCATION OF HOSP/ TREATMENT FACILITY
--	---	---	--

Reason For Death	Is There Serious Injury	<input type="checkbox"/> N/A	PRISON GANG / DISRUPTIVE GROUP:	VALIDATED / ASSOCIATED
	<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> VALIDATED <input type="checkbox"/> ASSOCIATED

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

**CRIME / INCIDENT REPORT
 PART B2 - STAFF
 CDCR 837-B2 (REV. 10/06)**

Page ____ of ____

INSTITUTION	FACILITY	INCIDENT LOG NUMBER
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STAFF (ENTIRE SHEET)

NAME: LAST	FIRST	MI	TITLE	SEX	ETHNICITY	RDO'S
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PARTICIPANT	BADGE #	ID #	POST ASSIGN #	POSITION
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N/A

<input type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY	<input type="checkbox"/> N/A <input type="checkbox"/> REFUSED TREATMENT	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> HOSPITALIZED	USED FORCE <input type="checkbox"/> Yes <input type="checkbox"/> No	PROCESSED EVIDENCE <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason For Death	<input type="checkbox"/> DECEASED DATE		TYPE OF FORCE:	
	Is There Serious Injury <input type="radio"/> No <input type="radio"/> Yes			

NAME: LAST	FIRST	MI	TITLE	SEX	ETHNICITY	RDO'S
------------	-------	----	-------	-----	-----------	-------

PARTICIPANT	BADGE #	ID #	POST ASSIGN #	POSITION
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N/A

<input type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY	<input type="checkbox"/> N/A <input type="checkbox"/> REFUSED TREATMENT	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> HOSPITALIZED	USED FORCE <input type="checkbox"/> Yes <input type="checkbox"/> No	PROCESSED EVIDENCE <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason For Death	<input type="checkbox"/> DECEASED DATE		TYPE OF FORCE:	
	Is There Serious Injury <input type="radio"/> No <input type="radio"/> Yes			

NAME: LAST	FIRST	MI	TITLE	SEX	ETHNICITY	RDO'S
------------	-------	----	-------	-----	-----------	-------

PARTICIPANT #Name?	BADGE # #Name?	ID # #Name?	POST ASSIGN # #Name?	POSITION #Name?
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N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION:

<input type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY	<input type="checkbox"/> N/A <input type="checkbox"/> REFUSED TREATMENT	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> HOSPITALIZED	USED FORCE <input type="checkbox"/> Yes <input type="checkbox"/> No	PROCESSED EVIDENCE <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason For Death	<input type="checkbox"/> DECEASED DATE		TYPE OF FORCE:	
	Is There Serious Injury <input type="radio"/> No <input type="radio"/> Yes			

NAME: LAST	FIRST	MI	TITLE	SEX	ETHNICITY	RDO'S
------------	-------	----	-------	-----	-----------	-------

PARTICIPANT	BADGE #	ID #	POST ASSIGN #	POSITION
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N/A DESCRIPTION OF INJURIES, LOCATION AND CAUSE:

<input type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY	<input type="checkbox"/> N/A <input type="checkbox"/> REFUSED TREATMENT	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> HOSPITALIZED	USED FORCE <input type="checkbox"/> Yes <input type="checkbox"/> No	PROCESSED EVIDENCE <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason For Death	<input type="checkbox"/> DECEASED DATE		TYPE OF FORCE:	
	Is There Serious Injury <input type="radio"/> No <input type="radio"/> Yes			

STATE OF CALIFORNIA

**CRIME / INCIDENT REPORT
 PART B3 - VISITOR, OTHER
 CDCR 837-B3 (REV. 10/06)**

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page ____ of ____

INSTITUTION	FACILITY	INCIDENT LOG NUMBER
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VISIT, OTHER (ENTIRE SHEET)

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	NAME/ LOCATION OF HOSP/ TREAT FACILITY
PARTICIPANT TYPE	<input checked="" type="radio"/> No <input type="radio"/> Yes			Type Of Death

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	NAME/ LOCATION OF HOSP/ TREAT FACILITY
PARTICIPANT TYPE	<input type="radio"/> No <input checked="" type="radio"/> Yes			Type Of Death

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION

PARTICIPANT	Is There Serious Injury	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	NAME/ LOCATION OF HOSP/ TREAT FACILITY
PARTICIPANT TYPE	<input type="radio"/> No <input checked="" type="radio"/> Yes			Type Of Death

NAME: LAST	FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
------------	-------	----	---------------------	-----	-----------

N/A DESCRIPTION OF INJURIES

PARTICIPANT	Is There Serious Injury	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED	NAME/ LOCATION OF HOSP/ TREAT FACILITY
PARTICIPANT TYPE	<input checked="" type="radio"/> No <input type="radio"/> Yes			Type Of Death

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART C - STAFF REPORT

CD CR 837-C (REV. 10/06)

Page ____ of ____

INCIDENT LOG NUMBER

Form containing fields for NAME: LAST, FIRST, MI, INCIDENT DATE, INCIDENT TIME, POST #, POSITION, YEARS OF SERVICE, DATE OF REPORT, LOCATION OF INCIDENT, RDO's, DUTY HOURS, DESCRIPTION OF CRIME / INCIDENT, CCR SECTION / RULE, YOUR ROLE, WITNESSES, INMATES, FORCE USED BY YOU, WEAPON, LAUNCHER, CHEMICAL, EVIDENCE DESCRIPTION, BIO HAZARD, PPE, DESCRIPTION OF INJURY, LOCATION TREATED, FLUID EXPOSURE, SCIF 3301/3067 COMPLETED.

NARRATIVE:

Blank lines for narrative report.

CHECK IF NARRATIVE IS CONTINUED ON PART C1

Signature and approval fields including SIGNATURE OF REPORTING STAFF, TITLE, BADGE #, ID#, DATE, NAME AND TITLE OF REVIEWER, DATE RECEIVED, APPROVED, CLARIFICATION NEEDED, DATE.

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

**CRIME / INCIDENT REPORT
 PART C2 - REVIEW NOTICE**

CDCR 837-C2 (REV. 10/06)

Page ____ of ____	INCIDENT LOG NUMBER
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NAME LAST	FIRST	MI	INCIDENT DATE
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CHECK IF CONTINUED ON ADDITIONAL PART C2

Your report concerning the above referenced incident has been reviewed and the following information is required:

- PREPARE a CDCR 837-C1 Supplement report clarifying the issues listed below.
- PREPARE a CDCR 837-C1 Supplement report providing additional information regarding the issues listed below.
- PREPARE a CDCR 837-A1 Supplement report clarifying the issues listed below.
- PREPARE a CDCR 837-A1 Supplement report to ammend the information regarding the issues listed below.

DUE BY: _____ RETURN TO: _____

NAME OF REVIEWER (PRINT)	TITLE	SIGNATURE	DATE
--------------------------	-------	-----------	------

Programs Participation Chart

PROGRAM PARTICIPATION TABLE	PROGRAMS			
	LA PALMA	NORTH FORK	RED ROCK	TALLAHATCHIE
PROGRAM/WORK ASSIGNMENTS¹				
Academic Education ²	22%	25%	29%	41%
Career Technical Education ²	4%	14%	6%	7%
Work	58%	42%	42%	34%
Addictions Treatment ³	110	110	110	100
Cognitive Habilitation ³	55	110	110	100

¹ Programs offered may vary based upon fluctuation in inmate population, resources available and programmatic need of the population

² Education Enrollment could fluctuate +/- 20%

³ These programs are based in housing units. The numbers represent beds available for eligible offenders. If there are not enough eligible offenders for the available beds based on a reduction in offender population, availability of the program will be re-evaluated.

1. Administration and Management

Section A: General Administration

Principle: A written body of policy and procedure establishes the institution's goals, objectives, and standard operating procedures and establishes a system of regular review.

Purpose and Mission

4-4001
(Ref. 3-4001) **The institution or parent agency is established as an integral part of a correctional department or system by means of statutes that set its purpose.**

Comment: Effective administration depends on carefully formulated constitutional or legislative statutes that define the institution's mission and goals.

4-4002
(Ref. 3-4002) **There is a written document delineating the institution's mission within the context of the total correctional system. This document is reviewed at least annually and updated as needed.**

Comment: The mission statement should address whatever programs and services are available in the institution. Programs include receiving and diagnostic units, prerelease units, separate units for special offenders, and so forth.

Policy and Goal Formulation

4-4003
(Ref. 3-4003) **Written policy, procedure, and practice provide that the warden/superintendent formulates goals for the institution at least annually and translates them into measurable objectives.**

Comment: Goals facilitate decision making, especially in an atmosphere of change. Measurable objectives facilitate the process of program review, monitoring, and evaluation.

4-4004
(Ref. 3-4004) **Written policy, procedure, and practice demonstrate that employees participate in the formulation of policies, procedures, and programs.**

Comment: Employee participation can be achieved through staff meetings, suggestion programs, employee councils, and similar formats.

4-4005
(Ref. 3-4005) **Written policy, procedure, and practice demonstrate that related community agencies with which the institution has contact participate in policy development, coordinated planning, and interagency consultation.**

Comment: The conduct of the institution affects and is affected by agencies and groups within and outside the criminal justice system. Interaction with these organizations creates a forum for coordination and cooperation.

Appointed Personnel Warden/Superintendent

Written policy, procedure, and practice provide that each institution is headed by a warden/superintendent, appointed by the administrator or governing board of the parent agency, who is in charge of all inmates, personnel, volunteers, programs, and activities connected with the institution.

Comment: The warden/superintendent's chain of command should extend directly to all staff. Similarly, all employees and units within the institution should ultimately be responsible to this individual.

4-4006
(Ref. 3-4006)

Written policy, procedure, and practice provide that each institution is headed by a warden/superintendent who is in charge of all inmates, personnel, volunteers, programs, and activities connected with the institution.

Comment: The warden/superintendent's chain of command should extend directly to all staff. Similarly, all employees and units within the institution should ultimately be responsible to this individual.

4-4007
(2010 Supplement)

Deleted.

4-4007
(Ref. 3-4007)

The warden/superintendent is appointed by the administrator or governing board of the parent agency.

Comment: None.

Qualifications

4-4008
(Ref. 3-4008)

The qualifications, authority, and responsibilities of the warden/superintendent and other appointed personnel who are not covered by merit systems, civil service regulation, or union contract are specified in writing by statute or by the parent agency.

Comment: Explicit position descriptions for institutional appointments ensure that personnel meet minimum standards and reduce opportunities for political interference in appointments.

4-4009
(2010 Supplement)

Revised August 2003. To be considered qualified, a warden/superintendent at a minimum must possess the following: a bachelor's degree in an appropriate discipline, five years of related administrative experience, and demonstrated administrative ability and leadership. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.

Comment: Establishing high qualifications ensures that only qualified individuals are recruited and hired. It is the agency's responsibility to see that potential administrators receive the required education.

4-4009
(Ref. 3-4009)

The qualifications for the position of warden/superintendent include at a minimum the following: a bachelor's degree in an appropriate discipline; five years of related administrative experience; and demonstrated administrative ability and leadership. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.

Comment: Establishing high qualifications ensures that only qualified individuals are recruited and hired. It is the agency's responsibility to see that potential administrators receive the required education.

Table of Organization

**4-4010
(Ref. 3-4011)** **There is a written document describing the institution's organization. The description includes an organizational chart that groups similar functions, services, and activities in administrative subunits. This document is reviewed annually and updated as needed.**

Comment: A current organizational chart is necessary for providing a clear administrative picture. The chart should reflect the grouping of functions, the effective span of control, lines of authority, and orderly channels of communication.

Role of Outside Agencies

**4-4011
(2010 Supplement)** **Revised August 2009. The role and functions of employees of other public or private agencies providing a service to the institution are covered by written policy and procedure that specify their relation to the authority and the responsibility of the warden/superintendent.**

Comment: The duties and responsibilities of personnel employed by other public or private agencies should be specific in a contract or other type of agreement.

**4-4011
(Ref. 3-4012)** **The role and functions of employees of other public or private agencies providing a service to the institution are covered by written policy and procedure that specify their relation to the authority and responsibility of the warden/superintendent. These policies and procedures are reviewed at least annually and updated as needed.**

Comment: The duties and responsibilities of personnel employed by other public or private agencies should be specified in a contract or other type of agreement.

Policy and Procedure Manuals

**4-4012
(Ref. 3-4013)** **The policies and procedures for operating and maintaining the institution and its satellites are specified in a manual that is accessible to all employees and the public. This manual is reviewed at least annually and updated as needed.**

Comment: A government agency has an obligation to make public its philosophy, goals, and objectives. A program should be conducted to familiarize employees with the manual.

**4-4013
(Ref. 3-4014)** **Each department and major administrative unit in the institution maintains and makes available to employees a manual of standard operating procedures that specifies how policies are to be implemented. These procedures are reviewed at least annually and are updated as needed.**

Comment: Detailed manuals of standard operating procedures assist employees in successfully carrying out their assignments and help ensure overall conformance to institutional policy and procedure. All employees should be thoroughly familiar with the sections concerning their particular assignments.

Written policy, procedure, and practice provide that new or revised policies and procedures are disseminated to designated staff and volunteers and, when appropriate, to inmates prior to implementation.

Comment: Rapid dissemination of policies and procedures increases the effectiveness of the institution's communication system.

Channels of Communication

**4-4015
(Ref. 3-4016)** **Written policy, procedure, and practice provide for regular meetings between the warden/superintendent and all department heads and between department heads and their key staff members. Such meetings are to be conducted at least monthly.**

Comment: Regular channels of communication are necessary for delegating authority, assigning responsibility, supervising work, and coordinating efforts.

**4-4016
(Ref. 3-4017)** **Written policy, procedure, and practice provide for a system of two-way communication between all levels of staff and inmates.**

Comment: None.

Monitoring and Assessment

**4-4017
(2010 Supplement)** **Revised January 2003. Written policy, procedure, and practice provide for a system to monitor operations and programs through inspections and reviews. This monitoring is conducted by the warden/superintendent or designated staff at least annually and by qualified professionals not affiliated with the facility or system at least every three years.**

Comment: Timely and periodic assessment can reveal how well an institution's operation and programs are complying with policy and procedure. This internal administrative audit should be separate from any external or continuous inspection conducted by other agencies.

**4-4017
(Ref. 3-4018)** **Written policy, procedure, and practice provide for a system to monitor operations and programs through inspections and reviews. This monitoring is conducted by the warden/superintendent or designated staff at least annually.**

Comment: Timely and periodic assessment can reveal how well an institution's operations and programs are complying with policy and procedure. This internal administrative audit should be separate from any external or continuous inspection conducted by other agencies.

**4-4018
(Ref. 3-4019)** **Written policy, procedure, and practice demonstrate that the institution reports its activities at least quarterly to the parent agency. These reports are in writing and include major developments in each department or administrative unit, major incidents, population data, assessment of staff and inmate morale, and major problems and plans for solving them.**

Comment: Routine reporting by individual institutions enables the parent agency to stay informed about programs, activities, and problems throughout the system. The exchange of reports among institutions offers opportunities for solving problems jointly.

4-4019
(Ref. 3-4020)

Written policy, procedure, and practice provide that requests from federal, state, and local legislators and executives for information about operations or specific inmates are responded to promptly by facility staff and with due regard to privacy protection statutes.

Comment: Full and prompt cooperation with requests from legislative and executive offices is necessary if the institution is to maintain its integrity and credibility with other elements of government.

4-4020
(Ref. 3-4021)

Written policy, procedure, and practice provide for a public information program that encourages interaction with the public and the media.

Comment: A continuing public information program helps to communicate the institution's goals and objectives and to foster community involvement and support.

4-4021
(2010 Supplement)

Revised August 2008. Written policy, procedure, and practice establish the facility's commitment to informing the public and the media of events within the facility's areas of responsibility. The procedures address emergency and nonemergency responses to the media and, at a minimum, include the following:

- **the identification of areas in the facility that are accessible to media representatives, consistent with preserving inmates' right to privacy and maintaining order and security**
- **the contact person for routine requests for information**
- **identification of data and information protected by federal or state privacy laws, or federal and state freedom of information laws**
- **special events coverage**
- **news release policy**
- **the designation of individuals or positions within the facility authorized to speak with the media on behalf of the facility**

Comment: The complexity of the policy statement should be consistent with the size and complexity of the operation.

4-4021
(Ref. 3-4021-1)

Written policy, procedure, and practice establish the facility's commitment to informing the public and the media of events within the facility's areas of responsibility. The procedures address emergency and nonemergency responses to the media and, at a minimum, include the following:

- **the identification of areas in the facility that are accessible to media representatives**
- **the contact person for routine requests for information**
- **identification of data and information protected by federal or state privacy laws, or federal and state freedom of information laws**
- **special events coverage**
- **news release policy**
- **the designation of individuals or positions within the facility authorized to speak with the media on behalf of the facility**

Comment: The complexity of the policy statement should be consistent with the size and complexity of the operation.

4-4022
(2010 Supplement)

Deleted.

4-4022
(Ref. 3-4022)

Written policy, procedure, and practice grant representatives of the media access to the institution consistent with preserving inmates' right to privacy and maintaining order and security.

Comment: None.

Legal Counsel

4-4023
(Ref. 3-4023)

Written policy and procedure specify the circumstances and methods for the warden/superintendent and other staff to obtain legal assistance as needed in the performance of their duties.

Comment: Qualified legal assistance is necessary to ensure that policies and procedures are consistent with relevant court decisions. Legal counsel can also advise on meeting statutory and court requirements, advise on institutional operations and individual cases, and provide representation before courts and other bodies. Counsel should be available promptly and continuously.

Political Practices

4-4024
(Ref. 3-4024)

There is a written policy regarding campaigning, lobbying, and political practices. This policy conforms with governmental statutes and regulations and is known and available to all employees.

Comment: None.

Section B: Fiscal Management

Principle: A written body of policy and procedure establishes the institution's fiscal planning, budgeting, and accounting procedures, and establishes a system of regular review.

Fiscal Control

4-4025
(Ref. 3-4025)

Consistent with policy, the warden/superintendent is responsible for fiscal policy, management, and control. Management of fiscal operations may be delegated to a designated staff person.

Comment: The warden/superintendent should have authority over all the institution's fiscal matters. Agency and institutional fiscal personnel should maintain close coordination.

The fiscal officer has appropriate professional qualifications, including at a minimum a bachelor's degree in business administration or a related field and three or more years of demonstrated supervisory and administrative experience. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.

Comment: None.

4-4027
(Ref. 3-4027)

Written policy, procedure, and practice cover, at a minimum, the following fiscal areas: internal controls, petty cash, bonding for all appropriate staff, signature control on checks, and the issuing or use of vouchers.

Comment: None.

Budget Preparation

4-4028
(Ref. 3-4028)

The institution's budget request complies with the policies, procedures, and instructions of the jurisdiction of which the institution is a part. Institution staff participate in preparing the institution's written budget request.

Comment: Staff participation in budget development helps define needed resources and provides staff with a better understanding of budgetary constraints and priorities.

4-4029
(Ref. 3-4029)

The warden/superintendent participates in budget deliberations conducted by the parent agency or the next higher level of government. This participation includes requests for funds for maintaining the institution's daily operations, financing capital projects, and supporting long-range objectives, program development, and additional staff requirements.

Comment: None.

4-4030
(Ref. 3-4030)

Written policy, procedure, and practice provide for budget revisions.

Comment: Because it is a guideline for anticipated revenues and expenditures, a budget may be revised periodically. Significant revisions should be approved by the parent agency and any other appropriate government agency.

Accounting Procedures

4-4031
(2010 Supplement)

Revised August 2009. Written policy, procedure, and practice demonstrate that the procedures for the collecting, safeguarding, and disbursing of monies comply with the accounting procedures established by the governing jurisdiction.

Comment: The institution's fiscal policies and procedures should be patterned after those of the governing authority and should be compatible with the state's central accounting system. These include policies and procedures for fiscal recordkeeping, reports, reviews, audits, disbursements, position allocations, payroll, cash transactions, commissary/canteen operations, and inmates' personal funds, if any.

Written policy, procedure, and practice demonstrate that the procedures for the collecting, safeguarding, and disbursing of monies comply with the accounting procedures established by the governing jurisdiction. These procedures are reviewed annually and updated, as needed.

Comment: The institution's fiscal policies and procedures should be patterned after those of the governing authority and should be compatible with the state's central accounting system. These include policies and procedures for fiscal recordkeeping, reports, reviews, audits, disbursements, position allocations, payroll, cash transactions, commissary/canteen operations, and inmate's personal funds, if any.

**4-4032
(Ref. 3-4032)**

The institution's accounting system is designed to show the current status of appropriations and expenditures.

Comment: Current information is needed to meet objectives, prevent budget discrepancies, respond to emerging needs, and ensure that the flow of funds is proceeding as planned.

Cash Management

**4-4033
(Ref. 3-4033)**

Written policy, procedure, and practice provide that all monies collected at the institution are placed in an officially designated and secure location daily.

Comment: None.

**4-4034
(Ref. 3-4034)**

Written policy, procedure, and practice provide that reports of all monies collected and disbursed are distributed to the parent agency and other designated authorities.

Comment: None.

Internal Monitoring

**4-4035
(Ref. 3-4035)**

Written policy, procedure, and practice provide for ongoing monitoring of the institution's fiscal activities. The results are reported in writing at least quarterly and are forwarded to the parent agency.

Comment: Internal monitoring allows an institution to determine whether internal control procedures are being followed and to strengthen them where needed.

Independent Audit

**4-4036
(Ref. 3-4036)**

Written policy, procedure, and practice provide for an independent financial audit of the facility. This audit is conducted annually or as stipulated by statute or regulation, but at least every three years. If the facility is a part of a state system, an internal audits section or department of the agency's central administration and/or statutory agency shall be considered independent of the facility to be audited.

Comment: None.

Inventory

Written policy and procedure govern inventory control of property, supplies, and other assets. Inventories are conducted at time periods stipulated by applicable statutes but at least every two years.

Comment: Current and complete inventory records should be maintained for all property and equipment. Property records should include the following information: purchase date and price; source of funds; current value (if applicable); unit and location to which assigned; and name of person charged with custody.

Purchasing Supplies and Equipment

4-4038
(Ref. 3-4038)

Written policy and procedure govern the requisition and purchase of supplies and equipment, including, at a minimum, the purchasing procedures and criteria for the selection of bidders and vendors.

Comment: All supplies and equipment for the institution should be procured on a competitive bid basis, preferably through a central purchasing agency. Provision should be made for warehousing when economically desirable.

Community Services

4-4039
(Ref. 3-4039)

Funds are available for purchasing community services to supplement existing programs and services.

Comment: Needed programs and service - for example, vocational training or specialized health care for inmates - that are not available from the institution should be purchased from appropriate community sources.

Position Control

4-4040
(Ref. 3-4040)

Written policy and procedure regulate position control regarding position allocation, budget authorization, personnel records, and payroll.

Comment: Information on the number and type of positions filled and vacant should be available at all times. The fiscal office should verify that all payroll positions are authorized in the budget, that all persons on the payroll are legally employed, that attendance records support the payroll, and that needed funds are available. The payroll should be based on timekeeping records.

Institutional Insurance

4-4041
(Ref. 3-4041)

Written policy, procedure, and practice provide for institutional insurance coverage, including, at a minimum, the following: worker's compensation, civil liability for employees, liability for official vehicles, and a public employee blanket bond.

Comment: Coverage can be provided by private companies, a self-insurer's program, or state indemnification.

Commissary/Canteen

An inmate commissary or canteen is available where inmates can purchase approved items that are not furnished by the facility. The canteen/commissary's operations are strictly controlled using standard accounting procedures.

Comment: To minimize differences in individual spending power, restrictions should be placed on purchases and means of purchase other than cash should be considered.

4-4043
(Ref. 3-4043)

Commissary/canteen funds are audited independently following standard accounting procedures, and an annual financial status report is available as a public document.

Comment: An annual report outlining the commissary/canteen's financial status helps to safeguard the integrity of these operations.

Inmate Funds

4-4044
(Ref. 3-4044)

Written policy and procedure govern the operation of any fund established for inmates. Any interest earned on monies other than operating funds accrues to the benefit of the inmates.

Comment: When money is available from donations, commissary/canteen profits, or other sources, a fund should be established for the benefit of the inmates. The responsibility for administering such a fund should be fixed, and specific guidelines and controls should be established for collecting, safeguarding, and spending these monies.

4-4045
(Ref. 3-4045)

Inmates' personal funds held by the institution are controlled by accepted accounting procedures.

Comment: The responsibility for the control and accounting of inmates' personal funds usually is delegated to the institution's business manager. Inmates should receive receipts for all financial transactions.

4-4046
(Ref. 3-4046)

Written policy, procedure, and practice provide that inmates can deposit personal funds in interest-bearing accounts and accrue the interest earned on those accounts.

Comment: Inmates should have the opportunity to deposit and withdraw funds in their accounts unless substantial reasons justify otherwise. Any interest earned, whether the individual's funds are in a personal account or are consolidated in a centralized account, should accrue to the inmate.

4-4047
(Ref. 3-4047)

Written policy, procedure, and practice provide that any financial transactions permitted between inmates must be approved by staff.

Comment: Uncontrolled financial transactions between inmates can foster illegal activities.

Section C: Personnel

Principle: A written body of policy and procedure establishes the institution's staffing, recruiting, promotion, benefits, and review procedures for employees.

4-4048
(Ref. 3-4048)

A personnel policy manual is available for employee reference and covers at a minimum the following areas:

- **organization chart (table of organization)**
- **recruitment and promotion, including equal employment opportunity provisions**
- **job descriptions and qualifications, including salary determinations**
- **physical fitness policy**
- **benefits, holidays, leave, and work hours**
- **personnel records and employee evaluations**
- **staff development, including in-service training**
- **retirement, resignation, and termination**
- **employee-management relations, including disciplinary procedures and grievance and appeals procedures**
- **statutes relating to political activities**
- **insurance/professional liability requirements**

New staff are informed in writing of the institution's hostage policy in regard to staff roles and safety.

Comment: Written personnel regulations help ensure equitable and consistent treatment of all employees. Every employee should have the opportunity to review the personnel manual at the time of employment and thereafter, and employees should be encouraged to ask questions about personnel policies.

4-4049
(Ref. 3-4049)

The warden/superintendent reviews the institution's internal personnel policies annually and submits to the parent agency any recommended changes that are relevant to the parent agency's policies.

Comment: None.

Staffing Requirements

4-4050
(Ref. 3-4050)

The staffing requirements for all categories of personnel are determined on an ongoing basis to ensure that inmates have access to staff, programs, and services.

Comment: Staffing requirements should be determined on more than inmate population figures and should include review of staffing needs for health care, academic, vocational, library, recreation, and religious programs and services. Workload ratios should reflect such factors as goals, legal requirements, character and needs of the inmates supervised, and other duties required of staff. Workloads should be sufficiently low to provide access to staff and effective services.

4-4051
(Ref. 3-4051)

The institution uses a formula to determine the number of staff needed for essential positions. The formula considers, at a minimum, holidays, regular days off, annual leave, and average sick leave.

Comment: Additional factors that can be included in the formula are time off duty for training, military leave time, and factors specific to the institution and jurisdiction. Positions requiring staffing for more than one shift and/or more than five days per week should be budgeted for the full staffing needed.

The warden/superintendent can document that the overall vacancy rate among the staff positions authorized for working directly with inmates does not exceed 10 percent for any 18-month period.

Comment: Wardens/superintendents should ensure that a pool or register of eligible candidates is available to fill or keep to a minimum any vacancies among staff who work directly with inmates (correctional officers, counselors, teachers, chaplains, librarians, and so on). Position vacancies that are frozen by legislative or fiscal controls should not be considered in the 10 percent vacancy rate specified in the standard. When unusual conditions cause an excessive number of vacancies, the warden/superintendent should notify the central agency in writing about the disparity between positions authorized and filled, documenting the reasons and alerting the agency to the potential problems.

Equal Employment Opportunity

4-4053
(Ref. 3-4053)

Written policy specifies that equal employment opportunities exist for all positions. When deficiencies exist regarding the employment of minority groups and women, the institution can document the implementation of an affirmative action program that is approved by the appropriate government agency and can document annual reviews and the changes needed to keep the program current.

Comment: Equal employment opportunity is a public policy goal. All qualified persons should be able to compete equally for entry into and promotion within the institution, and the affirmative action program should actively encourage the participation of members of minority groups, individuals with a disability, and women in the institution's staff development program. The affirmative action program also should include corrective actions, when needed, in policies regarding pay rate, demotion, transfer, layoff, termination, and upgrades.

4-4054
(Ref. 3-4053-1)

Written policy, procedure, and practice provide a mechanism to process requests for reasonable accommodation to the known physical and/or mental impairments of a qualified individual with a disability, either an applicant or an employee. The accommodation need not be granted if it would impose an undue hardship or direct threat.

Comment: Reasonable accommodation refers to modifications or adjustments which enable qualified applicants with disabilities to access the job application process or which enable qualified employees with disabilities to perform the essential functions of the job and to enjoy the same terms, conditions, and privileges of employment that are available to persons without disabilities. Terms, conditions, and privileges include, but are not limited to:

- recruitment, selection, and hiring
- salary and compensation
- benefits, holidays, leave, and work hours
- promotion and advancement
- staff development, including in-service training
- retirement, resignation, and termination

An undue hardship means significant difficulty or expense. Direct threat means a significant risk of substantial harm to the health or safety of any person, including the applicant or employee with a disability, that cannot be eliminated or reduced by reasonable accommodation. A qualified individual with a disability means an

individual with a disability who satisfies the requisite skill, experience, education, and other job-related requirements for the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the functions of such position.

4-4055
(Ref. 3-4054)

Written policy, procedure, and practice provide for the employment of qualified ex-offenders.

Comment: Ex-offenders can be a valuable personnel resource and should not be discriminated against when they seek employment. Qualified applicants should be assured equal employment opportunity.

4-4056
(Ref. 3-4054-1)

Written policy, procedure, and practice prohibit sexual harassment.

Comment: Facility administrators should have as their objective the creation of a workplace that is free from all forms of discrimination, including sexual harassment. Facility policy clearly indicates that sexual harassment, either explicit or implicit, is strictly prohibited. Employees and agents of the facility, including volunteers, contractors, and vendors, must be advised that they are subject to disciplinary action, including dismissal and termination of contracts and/or services, if found guilty of sexual harassment charges brought by employees or inmates.

Selection and Promotion

4-4057
(Ref. 3-4055)

Written policy, procedure, and practice provide that all personnel covered by merit systems, civil service regulations, or union contracts are selected, retained, and promoted on the basis of merit and specified qualifications. New employees receive credit for their prior training.

Comment: All hiring policies and employment qualifications should be examined with the assistance of equal employment specialists from outside the agency to ensure that the personnel system is open and fair with no artificial barriers to employment. Qualifications should be demonstrably related to the skills needed to perform the work.

4-4058
(Ref. 3-4056)

Written policy, procedure, and practice provide for lateral entry as well as promotion from within the institution.

Comment: Anyone with the required education, experience, and background should be eligible for consideration for a position at the level at which he or she is qualified. Provisions for lateral entry enable the institution to obtain the best qualified persons for positions even though the institution's personnel policies may emphasize promotion from within.

Probationary Term

4-4059
(Ref. 3-4057)

Written policy, procedure, practice provide that employees covered by merit systems, civil service regulations, or union contract are appointed initially for a probationary term of at least six months but no longer than one year.

Comment: Employee performance during the probationary term should be evaluated at least every two months using forms developed for that purpose,

and all employees should have the opportunity to discuss their evaluations. Those not performing satisfactorily should be terminated during their probationary period. Employees transferring from one facility to another within the same system should not be required to repeat a probationary term.

Provisional Appointments

**4-4060
(Ref. 3-4058)** **Written policy, procedure, and practice provide for provisional appointments to ensure that short-term personnel, both full-time and part-time, can be available during emergencies.**

Comment: Civil service, merit system, and union requirements should be modified to allow the short-term employment of additional personnel during vacations, rises in the inmate population, or other situations that leave the institution understaffed. While provisional personnel should meet the minimum requirements for the positions they fill, they should not be considered permanent replacements for permanent personnel.

Criminal Record Check

**4-4061
(2010 Supplement)** **Revised August 2007. A criminal record check is conducted on all new employees, contractors, and volunteers prior to assuming their duties to identify whether there are criminal convictions that have a specific relationship to job performance. This record will include comprehensive identifier information to be collected and run against law enforcement indices. If suspect information on matters with potential terrorism connections is returned on a desirable applicant, it is forwarded to the local Joint Terrorism Task Force (JTTF) or another similar agency.**

Comment: The institution's administrators should know of any criminal conviction that could directly affect an employee's job performance in an institutional setting. Comprehensive identifiers may include current name, birth name, date of birth, social security number, address, phone number, copy of driver's license, copy of passport (if any), and similar information. Such information is run against NCIC criminal histories, criminal indices, and "wants and warrants."

**4-4061
(Ref. 3-4059)** **A criminal record check is conducted on all new employees in accordance with state and federal statutes. The purpose of the check is to detect any criminal convictions that relate specifically to job performance.**

Comment: The institution's administrators should know of any criminal conviction that could directly affect an employee's job performance in an institutional setting.

Physical Examination

**4-4062
(Ref. 3-4060)** **Written policy, procedure, and practice provide that employees who have direct contact with inmates receive a physical examination prior to job assignment. All other employees receive a medical screening prior to job assignment. Employees receive reexaminations according to a defined need or schedule.**

Comment: Staff whose responsibilities include security and control or regular direct contact with inmates must have physical examinations to protect their health and ensure that they can carry out their assignments effectively. The basic health status of all employees should be evaluated against the specific requirements of their

assignments. Physical examination and screening procedures may be established by the appropriate medical authority in accordance with applicable laws and regulation.

Drug-free Workplace

**4-4063
(2010 Supplement)**

Revised August 2009. There is a written policy and procedure that specifies support for a drug-free workplace for all employees. This policy includes at a minimum the following:

- prohibition of the use of illegal drugs
- prohibition of possession of any illegal drug except in the performance of official duties
- the procedures to be used to ensure compliance
- the opportunities available for treatment and/or counseling for drug abuse
- the penalties for violation of the policy

Comment: None.

**4-4063
(Ref. 3-4061)**

There is a written policy and procedure that specifies support for a drug-free workplace for all employees. This policy, which is reviewed at least annually, includes, at a minimum, the following:

- prohibition of the use of illegal drugs
- prohibition of possession of any illegal drug except in the performance of official duties
- the procedures to be used to ensure compliance
- the opportunities available for treatment and/or counseling for drug abuse
- the penalties for violation of the policy

Comment: None.

Performance Reviews

**4-4064
(Ref. 3-4062)**

Written policy, procedure, and practice provide for an annual written performance review of each employee. The review is based on defined criteria, and the results are discussed with the employee.

Comment: Performance reviews should be an ongoing process with written evaluations completed at least annually. Reviews should be objective and based on specific job criteria and explicit performance standards.

Compensation and Benefits

**4-4065
(Ref. 3-4063)**

Compensation and benefit levels for all institutional personnel are comparable to those for similar occupational groups in the state or region.

Comment: Competitive salaries and attractive benefits are necessary to recruit and retain staff of high caliber. Occupational fields with positions similar to those in the correctional field include education, social work, accounting, and office management.

**4-4066
(Ref. 3-4064)**

Written policy, procedure, and practice provide for employees to be reimbursed for all approved expenses incurred in the performance of their

duties.

Comment: Funds should be available for approved reimbursements.

Personnel Files

**4-4067
(Ref. 3-4065)**

The institution maintains a current, accurate, confidential personnel record on each employee. Information obtained as part of a required medical examination (and/or inquiry) regarding the medical condition or history of applicants and employees is collected and maintained on separate forms and in separate medical files and treated as a confidential medical record.

Comment: The personnel record should contain the following: initial application; reference letters; results of employment investigation; verification of training and experience; wage and salary information; job performance evaluations; incident reports; if any; and commendations and disciplinary actions, if any.

**4-4068
(Ref. 3-4066)**

Written policy, procedure, and practice provide that employees may challenge the information in their personnel file and have it corrected or removed if it is proved inaccurate.

Comment: Employees should be allowed to review their personnel files to see that they are current and to check for omissions or inaccuracies. Procedures should specify the means for correcting discrepancies.

Code of Ethics

**4-4069
(2010 Supplement)**

Revised January 2003. A written code of ethics shall require employees to conduct themselves and perform their duties in such a way as to set a good example for prisoners and thereby command their respect. The code of ethics shall prohibit employees from using their official position to secure privileges for themselves or others and from engaging in activities that constitute a conflict of interest. This code is available to all employees.

Comment: To protect the integrity of the institution, its staff, and the parent agency, all personnel must be thoroughly familiar with the code of ethics, and the code must be strictly enforced.

**4-4069
(Ref. 3-4067)**

A written code of ethics prohibits employees from using their official position to secure privileges for themselves or others and from engaging in activities that constitute a conflict of interest. This code is available to all employees.

Comment: To protect the integrity of the institution, its staff, and the parent agency, all personnel must be thoroughly familiar with the code of ethics and the code must be strictly enforced.

Confidentiality of Information

**4-4070
(Ref. 3-4068)**

Written policy, procedure, and practice provide that consultants and contract personnel who work with inmates are informed in writing about the institution's policies on confidentiality of information and agree to abide by them.

Comment: The written policies should specify what types of information are confidential between worker and inmate, what types should be shared with other

institutional personnel, and what types can be communicated to persons outside the institution.

Employee Assistance Program

**4-4071
(Ref. 3-4069)** **Written policy, procedure, and practice provide for an employee assistance program that is approved by the parent agency.**

Comment: An employee assistance program provide counseling and/or referral to any employee with a personal problem that is affecting or has the potential to affect the individual's work performance. The program assists the employee in identifying the problem and locating sources of treatment or rehabilitative help.

[NOTE: There is no number 4-4072. The next number is 4-4073.]

Section D: Training and Staff Development

Principle: A written body of policy and procedure establishes the institution's training and staff development programs, including training requirements for all categories of personnel.

Program Coordination and Supervision

**4-4073
(Ref. 3-4070)** **Written policy, procedure, and practice provide that the institution's employee staff development and training programs are planned, coordinated, and supervised by a qualified supervisory employee. The training plan is reviewed annually.**

Comment: The training plan should include all preservice, in-service, and specialized training curriculums, with specific timelines for completing each training unit. The plan should consider the institution's mission, physical characteristics, and specific inmate populations.

**4-4074
(Ref. 3-4071)** **The qualified individual coordinating the staff development and training program has specialized training for that position. Full-time training personnel have completed at least a 40-hour training-for-trainers course.**

Comment: None.

Training Plan

**4-4075
(Ref. 3-4072)** **The training plan is developed, evaluated, and updated based on an annual assessment that identifies current job-related training needs.**

Comment: Training should be responsive to position requirements, professional development needs, current correctional issues, and new theories, techniques, and technologies. The annual needs assessment may require information from many sources: observation and analysis of job components; staff surveys regarding training needs; reviews of agency/facility operations; staff reports; and evaluations and findings from sources within and outside the jurisdiction.

**4-4076
(Ref. 3-4073)** **The institution's training plan is developed by an advisory training committee composed of the institution's training coordinator and representatives from other institutional departments. The committee meets at least quarterly to**

review progress and resolve problems, and a written record of these meetings is forwarded to the warden/superintendent.

Comment: None.

Training Evaluation

**4-4077
(Ref. 3-4074)**

The institution's training plan provides for ongoing formal evaluation of all preservice, in-service, and specialized training programs. A written report is prepared annually.

Comment: Ongoing evaluation should include appraisals from trainees, supervisors, and inmates.

Training Resources Reference Services

**4-4078
(Ref. 3-4075)**

Library and reference services are available to complement the training and staff development program.

Comment: Reference materials should be readily accessible to employees. Materials not usually available at the institution should be acquired through other sources, such as criminal justice clearinghouses and interlibrary loans.

Outside Resources

**4-4079
(Ref. 3-4076)**

The training and staff development program uses the resources of public and private agencies, private industry, colleges, universities, and libraries.

Comment: Outside guidance and assistance for the institution's training program can take the form of materials, equipment, course development, and evaluation techniques. Numerous resources exist, including the National Institute of Corrections (NIC) and the NIC Academy Division, the National Institute of Justice, large corporations, and professional groups.

Space and Equipment

**4-4080
(Ref. 3-4077)**

The necessary space and equipment for the training and staff development program are available.

Comment: Facilities for classroom instruction should be easily accessible, free from distracting noise or observation by inmates, large enough to accommodate 20 to 30 students, and appropriate for audiovisual presentations. Separate spaces should be provided for specialized training (for example, use of firearms and/or chemical agents, physical training).

Reimbursement

**4-4081
(Ref. 3-4078)**

The institution's budget includes funds to reimburse staff for their time when training is conducted during off-duty hours.

Comment: Because it is not always practical to release correctional officers and other staff for training during their regular duty hours, staff should be compensated for their off-duty time spent in training. When officers are taken off the job for training, there should be sufficient funds for replacement personnel.

4-4082
(Ref. 3-4079)

Written policy, procedure, and practice provide that all new full-time employees must complete a formalized 40-hour orientation program before undertaking their assignments. At a minimum, the orientation program should include instruction in the following: the purpose, goals, policies, and procedures for the facility and parent agency; security and contraband regulations; key control; appropriate conduct with offenders; responsibilities and rights of employees; universal precautions; occupational exposure; personal protective equipment; biohazardous waste disposal; and an overview of the correctional field.

Comment: None.

Administrative Staff

4-4083
(Ref. 3-4080)

Written policy, procedure, and practice provide that all administrative and managerial staff receive 40 hours of training in addition to orientation training during their first year of employment and 40 hours of training each year thereafter, in areas relevant to their position.

Comment: Ongoing training in topics relevant to an employee's position enhances skill and job performance.

Correctional Officers

4-4084
(2010 Supplement)

Revised August 2005. Written policy, procedure, and practice provide that all new correctional officers receive 120 hours of training during their first year of employment. At a minimum, this training covers the following areas:

- security and safety procedures
- emergency and fire procedures
- supervision of offenders
- suicide intervention/prevention
- use of force
- offender rights
- key control
- interpersonal relations
- communication skills
- standards of conduct
- cultural awareness
- sexual abuse/assault intervention
- code of ethics

Additional topics may be added at the discretion of the agency or facility.

Comment: Since the duties of correctional officers frequently involve most institutional operations, their training should be comprehensive.

4-4084
(Ref. 3-4081)

Written policy, procedure, and practice provide that all new correctional officers receive an added 120 hours of training during their first year of employment and an added 40 hours of training each subsequent year of employment. At a minimum, this training covers the following areas:

- security procedures
- supervision of offenders
- signs of suicide risks
- suicide precautions
- use-of-force regulations and tactics
- report writing
- offender rules and regulations
- rights and responsibilities of offenders
- fire and emergency procedures
- safety procedures
- key control
- interpersonal relations
- social/cultural lifestyles of the offender population
- communication skills
- first aid/CPR
- counseling techniques
- cultural diversity

Comment: Since the duties of correctional officers frequently involve most institutional operations, their training should be comprehensive. Ongoing training during subsequent years of employment enables employees to sharpen skills and keep abreast of changes in operational procedures.

4-4084-1
(2010 Supplement)

Added August 2005. Written policy, procedure, and practice provide that all correctional officers receive at least 40 hours of annual training. This training shall include at a minimum the following areas:

- standards of conduct/ethics
- security/safety/fire/medical/emergency procedures
- supervision of offenders including training on sexual abuse and assault
- use of force

Additional topics shall be included based upon a needs assessment of both staff and institution requirements.

Comments: This training will enable employees to sharpen skills, maintain certification, and keep abreast of changes in policies, procedures, and legislative, judicial, or executive actions.

Specialist Employees

4-4085
(Ref. 3-4082)

Written policy, procedure, and practice provide that all professional specialist employees who have inmate contact receive 40 hours of training in addition to orientation training during their first year of employment and 40 hours of training each year thereafter.

Comment: Case managers, chaplains, teachers, medical personnel, and other specialists whose backgrounds include considerable training for their positions should receive specific training in their field as it relates to the institutional setting.

Support Staff

4-4086

Written policy, procedure, and practice provide that all support employees who

have regular or daily contact with inmates receive 40 hours of training in addition to orientation training during their first year of employment and 40 hours of training each year thereafter.

Comment: Food service employees, industry supervisors, and other support personnel whose work requires day-to-day contact with inmates should receive basic training in inmate supervision and security as well as specialized training in their field as it relates to the institutional setting.

**4-4087
(Ref/ 3-4084)**

Written policy, procedure, and practice provide that all clerical/support employees who have minimal contact with inmates receive 16 hours of training in addition to orientation training during their first year of employment and 16 hours of training each year thereafter.

Comment: Clerical and support personnel who are not in continuous contact with inmates should receive training relevant to their particular job assignments.

Part-time Staff

**4-4088
(Ref. 3-4085)**

All part-time staff and contract personnel receive formal orientation appropriate to their assignments and additional training as needed.

Comment: Part-time staff should receive orientation to institutional rules, security, and operational procedures.

Specialized Training Emergency Unit

**4-4089
(2010 Supplement)**

Revised August 2007. Written policy, procedure, and practice provide that correctional officers assigned to an emergency unit have at least one year of corrections and 40 hours of specialized training before undertaking their assignments. Other staff must have at least one year of experience in their specialty within a correctional setting. The specialized training may be part of their first year training program. Officers and staff assigned to emergency units receive 40 hours of training annually, at least 16 of which are specifically related to the emergency unit assignment.

Comment: None.

**4-4089
(Ref. 3-4086)**

Written policy, procedure, and practice provide that correctional officers assigned to an emergency unit have at least one year of experience as a correctional officer and 40 hours of specialized training before undertaking their assignments. The specialized training may be part of the officer's first-year training program. Officers on emergency units receive 40 hours of training annually, at least 16 of which are specifically related to the emergency unit assignment.

Comment: None.

Use of Force

**4-4090
(Ref. 3-4087)**

All security and custody personnel are trained in approved methods of self-defense and the use of force as a last resort to control inmates.

Comment: All security and custody personnel should be trained in the techniques of using physical force to control and/or move inmates with minimal harm and

discomfort to both inmates and staff.

Use of Firearms

4-4091
(Ref. 3-4088) **(MANDATORY)** Written policy, procedure, and practice provide that all personnel authorized to use firearms receive appropriate training before being assigned to a post involving the possible use of such weapons. Firearms training covers the use, safety, and care of firearms and the constraints on their use. All personnel authorized to use firearms must demonstrate competency in their use at least annually.

Comment: Firearms training should be thorough, conducted using a systematic curriculum, and documented. The word annually in the standard refers specifically to a 12-month period rather than a calendar year.

Use of Chemical Agents

4-4092
(Ref. 3-4089) **(MANDATORY)** All personnel authorized to use chemical agents receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.

Comment: A special training curriculum should be established that includes both individual and group instruction by competent authorities.

Continuing Education

4-4093
(Ref. 3-4090) **Written policy, procedure, and practice encourage employees to continue their education.**

Comment: Employees who wish to continue their education should be given the opportunity to do so. Every effort should be made to coordinate educational activities with staff responsibilities. The institution's staff development and training program should promote and support employee participation in outside workshops, seminars, and other formal educational programs.

4-4094
(Ref. 3-4091) **The institution encourages and provides administrative leave and/or reimbursement for employees attending approved professional meetings, seminars, and similar work-related activities.**

Comment: The institution should encourage participation in outside training and educational programs, including membership in local, state, and national professional organizations. Adequate funds for this purpose should be included in the budget.

Section E: Case Records

Principle: A written body of policy and procedure establishes the institution's management of case records, including security, right of access, and release of information.

Case Record Management

4-4095
(2010 Supplement) **Revised August 2009. Written policy and procedure govern case record management, including at a minimum the following areas: the establishment, use, and content of inmate records; right to privacy; secure placement and preservation of records; and schedule for retiring or destroying inactive**

records.

Comment: An orderly and timely system for recording, maintaining, and using data about offenders increases the efficiency and effectiveness of the program and service delivery and the transfer of information to the courts and release authorities.

4-4095
(Ref. 3-4092)

Written policy and procedure govern case record management, including, at a minimum, the following areas: the establishment, use, and content of inmate records; the right to privacy; secure placement and preservation of records; and schedule for retiring or destroying inactive records. The policies and procedures are reviewed annually.

Comment: An orderly and timely system for recording, maintaining, and using data about offenders increases the efficiency and effectiveness of the program and service delivery and the transfer of information to the courts and release authorities.

Transfer of Records

4-4096
(Ref. 3-4093)

Written policy, procedure, and practice provide that an updated case file for any inmate transferred from one institution to another is transferred simultaneously or, at the latest, within 72 hours.

Comment: Continuity of correctional programming for inmates transferred from other institutions requires that staff have the benefit of a complete cumulative case record as soon as possible. The same policy and procedure should apply to the transfer of medical files.

Computation of Time Served

4-4097
(Ref. 3-4094)

Written policy, procedure, and practice provide that inmate time is accurately computed and recorded in conformance with applicable statutes and regulations.

Comment: The accurate computation and recording of any “good time” earned or time forfeited is vital for incarcerated persons. Each inmate’s case file should include an up-to-date record of time served and time remaining.

Inmate Access to Records

4-4098
(Ref. 3-4095)

Written policy and procedure govern inmates’ access to information in their case records.

Comment: Inmates should have access to their case records and files consistent with applicable statutes regarding the procedures and conditions for reviewing these materials. Exceptions should be based on possible harm to the inmate or others.

Release of Information

4-4099
(Ref. 3-4096)

The institution uses a “release of information consent form” that complies with applicable federal and state regulations. Unless the release of information is required by statute, the inmate signs the consent form prior to the release of information and a copy of the form is maintained in the inmate’s case record.

Comment: The confidentiality of information regarding inmates is protected by law. The consent form may include the following items: name of person and agency or

organization requesting information; name of institution releasing information; specific information to be disclosed and purpose of disclosure; signature of inmate and date of signature; and signature of employee witnessing the inmate's signature. Where statutes direct, consent forms should not be required for release of information to judicial, law enforcement, correctional, and social service authorities involved with the individual case.

Section F: Information Systems and Research

Principle: A written body of policy and procedure establishes the institution's procedures for information storage and retrieval, master indexes, daily reports, evaluation, and research.

Information System

**4-4100
(Ref. 3-4097) The institution contributes to, has access to, and uses an organized system of information storage, retrieval, and review. The information system is part of an overall research and decision-making capacity relating to both inmate and operational needs.**

Comment: Correctional information systems facilitate decision making, research, and timely responses to offender needs and outside inquiries. In large correctional systems, information systems often are the responsibility of the parent agency. If the parent agency does not provide this function, the institution should train and assign specific personnel to this function.

**4-4101
(Ref. 3-4098) All staff who have direct access to information in the information system are trained in and responsive to the system's security requirements.**

Comment: Written policy should specify which persons have direct access to the information system.

Sharing of Information

**4-4102
(Ref. 3-4099) The institution or parent agency collaborates with criminal justice and service agencies in information gathering, exchange, and standardization.**

Comment: Systemwide collaboration is critical to effective management and timely decision making and helps prevent or reduce duplication of effort and costs. Institutions should share information among themselves while respecting the confidentiality and privacy of offender records.

Master Index and Daily Reports

**4-4103
(Ref. 3-4100) The institution maintains a single master index identifying all inmates who are assigned to the institution.**

Comment: Staff should maintain an up-to-date master index that indicates the status and whereabouts of each inmate, including those on the institutional grounds, those temporarily off the grounds or in satellite units, and any escapees. This information should be readily available to administrative and supervisory personnel.

**4-4104
(Ref. 3-4101) The institution maintains a daily report on inmate population movement.**

Comment: The daily report should indicate the number of inmates in the institution and their names, identifying numbers, and housing assignments. Official daily movement sheets should detail the number and types of admissions and releases each day and the count at the close of the day.

Management Information

**4-4105
(Ref. 3-4102)** **The institution's criteria for evaluating overall institutional performance are specific and defined in writing.**

Comment: The evaluation criteria should consider the nature of events to be counted, the categorization of behaviors and degrees of seriousness to be included, and the duration of the follow-up period. The system for measuring the degree of internal order should include the following: escape rate; frequency and number of assaults on staff; group disturbances by inmates; assaults and homicides by inmates; weapons and/or illegal drugs found; and major and minor disciplinary actions. Management data on offenders should permit categorization by age, sex, race, offense, and prior record.

**4-4106
(Ref. 3-4103)** **The effectiveness of the information system as it relates to overall institutional management is evaluated in writing at least annually.**

Comment: The warden/superintendent should have the opportunity to comment on and offer recommendations regarding the system's usefulness.

Program Information

**4-4107
(Ref. 3-4104)** **Institutional programs are analyzed and evaluated at least every two years to determine their contribution to the institution's mission.**

Comment: Institutional programs should be clearly defined in terms of their objectives, costs, and relation to the institution's overall philosophy and goals. Periodic program analyses and evaluations help the institution to identify which programs are productive and determine needed changes and/or the need for reordering priorities.

Research Activities Institutional Support

**4-4108
(Ref. 3-4105)** **The institution or parent agency supports and engages in research activities relevant to its programs, services, and operations.**

Comment: Research can assist in planning and establishing goals and objectives. Controlled studies, evaluations, and policy research, by developing new knowledge, can contribute to more efficient and effective institutional operations, programs, and services and help increase public safety.

**4-4109
(Ref. 3-4106)** **Written policy, procedure, and practice provide that the warden/superintendent encourages and uses research conducted by outside professionals.**

Comment: Because of time and personnel constraints, few institutions can carry out internally all of the research needed. Institutions therefore should contract with responsible outside professionals to conduct needed research.

4-4110 **Operational personnel assist research personnel in carrying out research and**

evaluation.

Comment: A partnership between operations and research personnel is needed to determine research needs, establish priorities, and assist in the research design, data collection, assessment, and evaluation.

Conduct of Research

**4-4111
(Ref. 3-4108)** **Written policy and procedure govern the conduct of research in the institution, including compliance with professional and scientific ethics and with state and federal guidelines for the use and dissemination of research findings.**

Comment: Researchers working in the institution should be informed about all policies relating to their research, especially those regarding confidentiality of information. Research results should be available to the warden/superintendent for review and comment before dissemination or publication.

**4-4112
(Ref. 3-4109)** **The warden/superintendent review and approves all institutional research projects prior to implementation to ensure they conform to the policies of the parent agency.**

Comment: The research design and the requirements that will be made of staff should be fully understood and agreed upon before any research project proceeds.

Inmate Participation

**4-4113
(Ref. 3-4110)** **Written policy and procedure govern voluntary inmate participation in nonmedical, nonpharmaceutical, and noncosmetic research programs.**

Comment: None.

Section G: Citizen Involvement and Volunteers

Principle: A written body of policy and procedure establishes the responsibility, screening, training, and operating procedures for a citizen involvement and volunteer program.

Program Coordination

**4-4114
(2010 Supplement)** **Deleted August 2007.**

**4-4114
(Ref. 3-4111)** **There is a staff member who is responsible for operating a citizen involvement and volunteer service program for the benefit of inmates.**

Comment: A citizen involvement and volunteer service program can generate a wide variety of services for offenders during confinement and after release – for example, information on and referrals to work and study release programs and recreational and cultural activities in the community. The staff member responsible for the program may be full-time or part-time, and the position may be filled by volunteer or contract personnel. The responsible person should have or receive appropriate training. Some jurisdictions mandate a citizen advisory board for each institution.

Revised August 2007. Written policy and procedure specify who is responsible for operating a citizen involvement and volunteer service program, and their lines of authority, responsibility, and accountability.

Comment: Written policy should provide direction for the program, listing the goals and objectives, types of services offered, population served, and so forth. Clear lines of accountability and authority should be established and communicated to staff and volunteers. Any volunteer activity that is shown to threaten the institution's order and security or the safety of a volunteer should be limited or discounted until the problem is resolved.

**4-4115
(Ref. 3-4112) Written policy and procedure specify the lines of authority, responsibility, and accountability for the institution's citizen involvement and volunteer services program.**

Comment: Written policy should provide direction for the program, listing the goals and objectives, types of services offered, population served, and so forth. Clear lines of accountability and authority should be established and communicated to staff and volunteers. Any volunteer activity that is shown to threaten the institution's order and security or the safety of a volunteer should be limited or discontinued until the problem is resolved.

Screening and Selection

**4-4116
(Ref. 3-4113) The screening and selection of volunteers allows for recruitment from all cultural and socioeconomic parts of the community.**

Comment: Efforts should be made to recruit volunteers from all segments of society. Volunteers should be selected on the basis of a uniform screening process that is consistent with security concerns.

Registration

**4-4117
(Ref. 3-4114) There is an official registration and identification system for volunteers.**

Comment: All volunteers should be registered with the institution or parent agency for insurance purposes, and each volunteer should be issued an identification card. The institution should maintain an identification record for volunteer that includes a photograph, address, current telephone number, and other relevant information.

Offer of Professional Services

**4-4118
(Ref. 3-4115) Written policy specifies that volunteers may perform professional services only when they are certified or licensed to do so.**

Comment: Volunteers who wish to offer professional services should be asked to cite their credentials and/or certificate status in their initial application. Tutoring or sponsorship of a craft or hobby program is not considered a professional service.

Orientation and Training

**4-4119
(Ref. 3-4116) Written policy, procedure, and practice provide that each volunteer completes an appropriate, documented orientation and/or training program prior to assignment.**

Comment: None.

4-4120
(Ref. 3-4117)

Volunteers agree in writing to abide by all facility policies, particularly those relating to the security and confidentiality of information.

Comment: Confidentiality of records and of other privileged information is critical to institutional security. The institution should develop written policies and procedures specifying that volunteers respect all institutional policies.

Schedule of Services

4-4121
(Ref. 3-4118)

A current schedule of volunteer services is available to all inmates and is posted in appropriate areas of the institution.

Comment: Inmates should be aware of the volunteer services available. Before volunteer services are provided, inmates should understand the role of volunteers, including the limits of their authority, and should understand the mutual responsibilities of the inmate and the volunteer.

Participation in Policy Making

4-4122
(Ref. 3-4119)

There is provision for volunteers to contribute suggestions regarding the establishment of policy and procedure for the volunteer services program.

Comment: None.

2. Physical Plant

Unless otherwise noted, each standard applies to existing institutions, renovations, additions, and/or new plant construction. "New construction" is for final plans approved after January 1, 1990.

Section A: Building and Safety Codes

Principle: Compliance with professional building and fire safety codes helps to ensure the safety of all persons within the facility.

Building Codes

4-4123
(Ref. 3-4120)

The institution conforms with applicable federal, state, and/or local building codes. (Renovation, Addition, New Construction Only)

Comment: Conformance with codes is indicated by licensing or, in cases where a license is not issued, by letters or certificates of compliance. If the agency is not subject to local building codes, appropriate state or national codes must be applied.

Fire Codes

4-4124
(Ref. 3-4121)

(MANDATORY) The institution conforms with applicable federal, state, and/or local fire safety codes. Compliance is documented by the authority having jurisdiction. A fire alarm and automatic detection system are required, as approved by the authority having jurisdiction, or there is a plan for addressing these or other deficiencies within a reasonable time period. The authority approved any variances, exceptions, or equivalencies that do not constitute a serious life safety threat to the occupants or the facility.

Comment: The applicable fire safety code(s) must be comprehensive, ensure basic protection of life, and include the use of fire detection and alarm systems in all habitable areas of the facility. The applicable code(s) should be applied to all areas of the facility. Reports of periodic inspections and any actions taken in respect to those inspections must be available.

Section B: Size, Organization, and Location

Principle: The question of facility size is most accurately approached from the perspective of the individual units that make up the institution. This approach encourages flexibility, creativity, and innovation in meeting concerns for safety and quality of life.

Staff/Inmate Interaction

**4-4125
(Ref. 3-4122) Physical plant design facilitates personal contact and interaction between staff and inmates. (Renovation, Addition, New Construction Only)**

Comment: Separation of supervising staff from inmates reduces interpersonal relationships and staff awareness of conditions on the housing unit. Staff effectiveness is limited if the only staff available are isolated in control centers as observers or technicians in charge of electronic management systems.

Facility Size

**4-4126
(2010 Supplement) Revised August 2003. The facility should encourage staff/inmate interaction. The facility has a management system that provides staff with the authority to make decisions, the ability to make recommendations regarding security, classification, services, and programs for inmates.**

Comment: None.

**4-4126
(Ref. 3-4123) Institutions are divided into distinct, semiautonomous management units that encourage positive staff/inmate interactions and effective communication. Staff within each management unit are delegated the authority to make decisions regarding security classification, services, and programs for inmates within the unit.**

Comment: None.

Unit Size

**4-4127
(2010 Supplement) Revised August 2003. The maximum size of a single management unit is variable and is based on the characteristics of its inmate population. The exact size of each management unit is determined by (1) the security classification of the inmate occupants (higher security levels require smaller unit size), and (2) the ability of staff to complete regular security checks, maintain visual and auditory contact, maintain personal contact and interaction with inmates, and be aware of unit conditions.**

Comment: The scale of management unit should facilitate and encourage the involvement of all staff in decision making.

4-4127 The maximum size of a single management unit is variable and is based on the

characteristics of its inmate population but does not exceed 500 inmates. The exact size of each management unit is determined by (1) the security classification of the inmate occupants (higher security levels require smaller unit size), and (2) the ability of staff to complete regular security checks, maintain visual and auditory contact, maintain personal contact and interaction with inmates, and be aware of unit conditions.

Comment: The scale of the management unit should facilitate and encourage the involvement of all staff in decision making.

4-4128
(Ref. 3-4125)

Single-cell living units shall not exceed 80 inmates. (New Construction Only)

Comment: None.

Rated Capacity

4-4129
(2010 Supplement)

Revised January 2008. The number of inmates does not exceed the maximum allowable inmate population as based on the Standards Compliant Bed Capacity (SCBC) formula.

SCBC FORMULA FOR ADULT CORRECTIONAL INSTITUTIONS		
Step No. 1: Calculation to be used for all cells (multiple occupancy and single) in general population (Ref. #4-4132).		
$\frac{\text{Sq. ft. total of unencumbered space in housing}}{25 \text{ sq. ft.}}$	=	Answer #1
Step No. 2: Calculation to be used for single cells in general population for special management purposes (Ref. #4-4133) and segregation (Ref. #4-4141).		
$\frac{\text{Sq. ft. total of unencumbered space in all single cells}}{35 \text{ sq. ft.}}$	=	Answer #2
$\frac{\text{Sq. ft. total of all single cells}}{80 \text{ sq. ft.}}$	=	Answer #3
Place <u>lowest</u> number of Answer #2 and Answer #3	=	Answer #4
Step No. 3: Determination of SCBC for the entire facility.		
Answer #1 + Answer #4	=	_____

Comment: The maximum allowable inmate population may fluctuate between audit cycles due to the necessity to single-cell inmates for special management purposes.

4-4129
(Ref. 3-4126)

The number of inmates does not exceed the facility's rated bed capacity.

Comment: Rated bed capacity is considered to be the original design capacity, plus or minus capacity changes resulting from building additions, reductions, or revisions.

Location

4-4130

Deleted August 2004.

4-4130 **The institution is located within 50 miles of a civilian population center of at least 10,000 people, or minimally within one hour's driving time of a hospital, fire protection, and public transportation. (New Construction Only)**
(Ref. 3-4127)

Comment: Proximity to a civilian population center is essential in order to augment the services provided directly by the institution, to provide greater recruitment and training opportunities for staff, to accommodate visitors, and to provide educational and employment opportunities for inmates on work or study release.

Section C: Inmate Housing

Principle: Inmate housing areas are the foundation of institutional living and must promote the safety and well-being of both inmates and staff.

Inmate Sleeping Areas Occupancy and Space Requirements

4-4131 **Deleted August 2005.**
(2010 Supplement)

4-4131 **Single cells are required for inmates assigned to maximum custody. All cells in which inmates are confined conform to the following requirements:**
(Ref. 3-4128)

1. There must be 35 square feet of unencumbered space for the single cell occupant.
2. When confinement exceeds 10 hours per day, there is at least 80 square feet of total floor space for the occupant.
3. "Unencumbered space" is usable space that is not encumbered by furnishing or fixtures. At least one dimension of the unencumbered space is no less than seven feet. In determining unencumbered space, all fixtures must be in operational position and must provide the following minimum areas per person: bed, plumbing fixtures, desk, and locker.
4. Supervision is consistent with standard 4-4177.

Comment: This standard encourages design flexibility and creativity by relating cell size to the amount of unencumbered or free space provided.

4-4132 **Revised January 2007. Cells/rooms used for housing inmates shall provide at a minimum, 25 square feet of unencumbered space per occupant. Unencumbered space is usable space that is not encumbered by furnishings or fixtures. At least one dimension of the unencumbered space is no less than seven feet. In determining unencumbered space in the cell or room, the total square footage is obtained and the square footage of the fixtures and the equipment is subtracted. All fixtures and equipment must be in operational position and must provide the following minimums per person:**
(2010 Supplement)

- bed
- plumbing fixtures (if inside the cell/room)
- desk
- locker
- chair or stool

Comment: None.

4-4132
(Ref. 3-4128-1)

Single cells/rooms and multiple-occupancy cells/rooms may be used for housing inmates in medium/minimum custody when the classifications system, cell/room size, and level of supervision meet the following requirements:

1. <u>Number of occupants</u>	<u>Amount of Unencumbered Space*</u>
1	35 square feet per occupant
2-50	25 square feet

* "Unencumbered space" is usable space that is not encumbered by furnishings or fixtures. At least one dimension of the unencumbered space is no less than seven feet. In determining unencumbered space in the cell or room, the total square footage is obtained and the square footage of fixtures and equipment is subtracted. All fixtures and equipment must be in operational position and must provide the following minimums per person: bed, plumbing fixtures (if inside the cell/room), desk, locker, and chair or stool.

2. When confinement exceeds ten hours per day, there are at least 80 square feet of total floor space per occupant.
3. Housing is in compliance with American Correctional Association standards 4-4137, 4-4138, 4-4139, 4-4142, 4-4151 and 4-4295. Medium-security inmates housed in multiple-occupancy cells/rooms require direct supervision.

A classification system is used to divide the occupants into groups that reduce the probability of assault and disruptive behavior. At a minimum, the classification system evaluates the following:

- mental and emotional stability
- escape history
- history of assaultive behavior
- medical status
- age
- enemies of record

Male and female inmates are housed in separate cells/rooms.

Comment: None.

4-4133
(2010 Supplement)

Revised August 2005. Written policy, procedure, and practice provide that single-occupancy cells/rooms, measuring a total of 80 square feet, of which 35 square feet is unencumbered space, shall be available, when indicated, for the following:

- inmates with severe medical disabilities
- inmates suffering from serious mental illness
- sexual predators
- inmates likely to be exploited or victimized by others
- inmates who have other special needs for single housing
- maximum custody inmates

Comment: The standard permits housing inmates of all security levels in multiple

cells/rooms unless there is a need for single cells/rooms for an inmate in one of the groups listed. The caveat “when indicated” refers to determinations made by the classification system, medical diagnosis, or other professional conclusions.

4-4133
(Ref. 3-4128-2)

Written policy, procedure, and practice provide that single-occupancy cells/rooms shall be available, when indicated, for the following:

- **inmates with severe medical disabilities**
- **inmates suffering from serious mental illness**
- **sexual predators**
- **inmates likely to be exploited or victimized by others**
- **inmates who have other special needs for single housing**

Comment: While the standard permits the housing of medium-security inmates in multiple cells/rooms, there is a need for single cells/rooms for the inmate groups listed. The caveat “when indicated” refers to determinations made by the classification system, medical diagnosis, or other professional conclusions.

Cell Furnishings

4-4134
(Ref. 3-4129)

Each inmate confined to a cell/room for ten or more hours daily is provided a sleeping area with the following: a sleeping surface and mattress at least 12 inches off of the floor; a writing surface and proximate area to sit; storage for personal items; and adequate storage space for clothes and personal belongings.

Each inmate confined to a cell/room for less than ten hours daily is provided a sleeping area with the following: a sleeping surface and mattress at least 12 inches off of the floor; storage for personal items; and adequate storage space for clothes and personal belongings.

Comment: The words “writing surface” refer to a fixed or free-standing surface under which a person can sit.

Dayrooms **Space Requirements**

4-4135
(Ref. 3-4130)

Dayrooms with space for varied inmate activities are situated immediately adjacent to the inmate sleeping areas. Dayrooms provide a minimum of 35 square feet of space per inmate (exclusive of lavatories, showers, and toilets) for the maximum number of inmates who use the dayroom at one time, and no dayroom encompasses less than 100 square feet of space (exclusive of lavatories, showers, and toilets).

Comment: While the standard establishes a minimum square footage for any dayroom, total square footage is calculated for the maximum number of users at one time rather than the total number of inmates served.

Dayroom Furnishings

4-4136
(Ref. 3-4131)

Dayrooms provide sufficient seating and writing surfaces. Dayroom furnishings are consistent with the custody level of the inmates assigned.

Comment: The standard provides managers and designers with flexibility in designing and furnishing dayrooms and takes into consideration the range of

activities that may occur (for example, dayroom activities usually include television viewing, reading, recreation, conversation, and games, and sometimes include eating and work). In lower security settings, the use of “normalized” furnishings should be considered.

Toilets

4-4137
(Ref. 3-4132)

Inmates have access to toilets and hand-washing facilities 24 hours per day and are able to use toilet facilities without staff assistance when they are confined in their cells/sleeping areas.

Toilets are provided at a minimum ratio of 1 for every 12 inmates in male facilities and 1 for every 8 inmates in female facilities. Urinals may be substituted for up to one-half of the toilets in male facilities. All housing units with 3 or more inmates have a minimum of 2 toilets. These ratios apply unless national or state building or health codes specify a different ratio.

Comment: The standard ensures the availability of toilets and requires a measure of privacy and control for users. At the same time, the standard provides flexibility for designers and managers, who have increased options for “dry” cells if toilet facilities are accessible by other means (for example, push-button locks on cells for use during night hours). Creative design approaches that increase privacy and decrease management problems associated with congregate facilities (for example, the creation of a series of “single occupancy” toilet areas) are encouraged. The requirement of an approved ratio is designed to assure that inmates have adequate access to meet their basic personal hygiene needs.

Washbasins

4-4138
(Ref. 3-4133)

Inmates have access to operate washbasins with hot and cold running water in the housing units at a minimum ratio of 1 basin for every 12 occupants, unless national or state building or health codes specify a different ratio.

Comment: Provision must be made for inmate access in cells or sleeping areas, dayrooms, and other parts of the facility. The requirement of an approved ratio is designed to assure that inmates have adequate access to meet their basic personal hygiene needs.

Showers

4-4139
(Ref. 3-4134)

Inmates have access to operable showers with temperature-controlled hot and cold running water, at a minimum ratio of one shower for every eight inmates, unless national or state building or health codes specify a different ratio. Water for showers is thermostatically controlled to temperatures ranging from 100 degrees Fahrenheit to 120 degrees Fahrenheit to ensure the safety of inmates and to promote hygienic practices.

Comment: Offenders can use scalding showers as a weapon against, or punishment for, other inmates. Also, accidental injury could occur when cold water is drawn in other areas, thereby unexpectedly elevating the hot water in showers to scalding temperatures. Water temperatures below 100 degrees Fahrenheit are uncomfortable and may deter an individual from pursuing good hygienic practices. The temperature controls should not preclude the use of water at higher temperatures, if needed, in other areas of the institution, such as kitchens.

4-4140
(Ref. 3-4135) **Segregation housing units provide living conditions that approximate those of the general inmate population; all exceptions are clearly documented. Segregation cells/rooms permit the inmates assigned to them to converse with and be observed by staff members.**

Comment: None.

4-4141
(2010 Supplement) **Interpretation August 2004. The Standards Committee determined that segregation housing does not have to be single celled.**

4-4141
(Ref. 3-4136) **All cells/rooms in segregation provide a minimum of 80 square feet, of which 35 square feet is unencumbered space.**

Comment: Segregated inmates are confined in cells/rooms for more extended periods during the day. Therefore the cell/room must provide additional space for in-cell activity.

Housing for the Disabled

4-4142
(Ref. 3-4137) **Inmates with disabilities are housed in a manner that provides for their safety and security. Housing used by inmates with disabilities is designed for their use and provides for integration with other inmates. Programs and services are accessible to inmates with disabilities who reside in the facility.**

Comment: If the facility accepts individuals with disabilities, it must provide for their housing and use of facility resources. Housing includes, but is not limited to, rooms, sleeping areas, furnishings, dayrooms, toilets, washbasins, showers, and other common elements. An offender with a disability should not be placed in a special unit (for example, the infirmary, security room, or protective custody) that cannot accommodate the offender's disability. Program and service areas include, but are not limited to, exercise and recreation areas, visiting rooms, classrooms, dining rooms, commissary/canteen, telephone facilities, library, reception and classification areas, chapel, and administrative areas where appropriate.

4-4143
(New) **Written policy, procedure, and practice provide for the assignment of appropriately trained individuals to assist disabled offenders who cannot otherwise perform basic life functions.**

Comment: None.

4-4144
(New) **Written policy, procedure, and practice provide education, equipment and facilities, and the support necessary for inmates with disabilities to perform self-care and personal hygiene in a reasonably private environment.**

Comment: A "reasonably private" environment will vary, depending on individual and institutional circumstances, but is one which will maintain the dignity of the disabled individual in light of that person's disability.

Section D: Environmental Conditions

Principle: Environmental conditions significantly influence the overall effectiveness of institutional operations. Standards for lighting, air quality, temperature, and noise levels are designed to preserve the health and well-being of inmates and

staff members and to promote institutional order and security.

**Light Levels
General**

**4-4145
(Ref. 3-4138)** **Lighting throughout the facility is determined by the tasks to be performed, interior surface finishes and colors, type and spacing of light sources, outside lighting, and shadows and glare.**

Comment: None.

Inmate Rooms/Cells

**4-4146
(2010 Supplement)** **Revision January 2008. Lighting in inmate rooms/cells is at least 20 foot-candles at desk level and in personal grooming areas, as documented by a qualified source, and is checked at least once per accreditation cycle.**

Comment: None.

**4-4146
(Ref. 3-4139)** **Lighting in inmate rooms/cells is at least 20 footcandles at desk level and in personal grooming areas, as documented by an independent, qualified source.**

Comment: None.

**Natural Light
Inmate Rooms/Cells**

**4-4147
(2010 Supplement)** **Revision August 2006. (Existing only) All inmate rooms/cells provide access to natural light.**

Comment: None.

**4-4147
(Ref. 3-4140)** **All inmate rooms/cells provide access to natural light. (Existing, Renovation, Addition Only)**

Comment: None.

**4-4147-1
(2010 Supplement)** **Added August 2006. (Renovation, Addition, New Construction) All inmate rooms/cells provide inmates with access to natural light by means of at least three square feet of transparent glazing, plus two additional square feet of transplant glazing per inmate in rooms/cells with three or more inmates.**

Comment: None.

**4-4148
(2010 Supplement)** **Deleted January 2003.**

**4-4148
(Ref. 3-4141)** **Inmates in general population who are confined in their rooms/cell for ten or more hours daily have access to natural light by means of an opening or a window of at least three square feet with a view to the outside. Inmates in general population who are confined in their rooms/cells for less than ten hours daily have access to natural light through an opening or window as described above or through an opening or a window of at least three square feet between their room/cell and an adjacent space. (New Construction Only)**

Comment: Natural light should be available from an opening or window that has a view to the outside or from a source within 20 feet of the room/cell.

Dayrooms

4-4149
(2010 Supplement)

Revised January 2003. (New Construction Only) Each dayroom provides inmates with access to natural light by means of at least 12 square feet of transparent glazing in the dayroom, plus two additional square feet of transparent glazing per inmate whose room/cell is dependent on access to natural light through the dayroom.

Comment: Many inmates spend most daylight hours outside of their cells, often in their dayroom, and the standard gives designers increased options for providing natural light.

4-4149
(Ref. 3-4142)

Each dayroom provides a minimum of 12 square feet of transparent glazing with a view to the outside, plus two additional square feet of glazing per inmate whose room/cell does not contain an opening or window with a view to the outside. (New Construction Only)

Comment: Many inmates spend most daylight hours outside of their cells, often in their dayroom, and the standard gives designers increased options for providing natural light.

Noise Levels

4-4150
(Ref. 3-4143)

Noise levels in inmate housing units do not exceed 70 dBA (A Scale) in daytime and 45 dBA (A Scale) at night.

Comment: None.

4-4150-1
(2010 Supplement)

Added August 2008. (New Construction Only) Noise levels in housing areas (in other words, dayrooms with adjacent cells or dorms) shall not exceed the following:

- **Unoccupied – 45 dba (A Scale), building service systems shall be on and in normal operating condition. Mid-frequency average reverberation time (T 60) must be less than 1.0 sec.**
- **Occupied – 70 dba (A Scale) for a minimum of 15 seconds of continuous average measurement in normal operating conditions.**

All monitoring shall be conducted in close proximity to the correctional officer's post. If a correctional officer's post is not identified, then monitoring shall be conducted at a location considered best to monitor housing noise levels. Measurements shall be conducted a minimum of once per accreditation cycle by a qualified source.

Comment: Noise levels in housing areas should be contained to achieve a safe and secure environment for staff and inmates. Building service systems noise within housing areas are sometimes constant and may be difficult to eliminate. Consideration should be given to maintenance of the building systems and use of absorptive treatment materials that meet applicable fire codes. Control of operational noise (in other words, televisions, recreation and group activities, and so forth) should be accomplished administratively.

**4-4151
(2010 Supplement)**

Revised August 2007. (Renovation, Addition, New Construction Only) Circulation is at least 15 cubic feet of outside or re-circulated filtered air per minute per occupant for cells/rooms, officer stations, and dining areas, as documented by a qualified technician and should be checked not less than once per accreditation cycle.

Interpretation August 2002. The words “accreditation cycle” are interpreted as within the past three years.

Comment: Mechanical ventilation may provide for recirculation of outside air except when prohibited by codes. The outside air requirements may be reduced to a minimum of 33 percent of the specified ventilated air quality if adequate temperature control is provided in addition to filtering equipment so that the maximum concentration of particles entering the space is reduced to acceptable limits. In no case should the outdoor air quantity be less than five cubic feet per minute per person.

**4-4151
(Ref. 3-4144)**

Circulation is at least 15 cubic feet of outside or recirculated filtered air per minute per occupant for cells/rooms, officer stations, and dining areas, as documented by an independent, qualified source. (Renovation, Addition, New Construction Only)

Comment: Mechanical ventilation may provide for recirculation of outside air except where prohibited by codes. The outside air requirements may be reduced to a minimum of 33 percent of the specified ventilated air quantity if adequate temperature control is provided in addition to filtering equipment so that the maximum concentration of particles entering the space is reduced to acceptable limits. In no case should the outdoor air quantity be less than five cubic feet per minute per person.

**4-4152
(2010 Supplement)**

Revised August 2007. (Existing) Circulation is at least ten cubic feet of fresh or re-circulated filtered air per minute per occupant for inmate rooms/cells, officer stations, and dining areas, as documented by a qualified technician and should be checked not less than once per accreditation cycle.

Interpretation August 2002. The words “accreditation cycle” are interpreted as within the past three years.

Comment: None.

**4-4152
(Ref 3-4145)**

Circulation is at least ten cubic feet of fresh or recirculated filtered air per minute per occupant for inmate rooms/cells, officer stations, and dining areas, as documented by an independent, qualified source. (Existing)

Comment: None.

Heating and Cooling

**4-4153
(2010 Supplement)**

Revised August 2006. Temperatures in indoor living and work areas are appropriate to the summer and winter comfort zones.

Comment: Temperatures should be capable of being mechanically raised or lowered to an acceptable comfort level.

**4-4153
(Ref. 3-4146)** **Temperatures in indoor living and work areas are appropriate to the summer and winter comfort zones.**

Comment: Temperature and humidity should be capable of being mechanically raised or lowered to an acceptable comfort level.

Section E: Program and Service Areas

Principle: Adequate space must be provided for the various program and service functions conducted within the institution. Spatial requirements are best determined by careful assessment of how, when, and by how many inmates such spaces are used.

Exercise and Recreation

**4-4154
(Ref. 3-4147)** **Both outdoor and covered/enclosed exercise areas for general population inmates are provided in sufficient number to ensure that each inmate is offered at least one hour of access daily. Use of outdoor areas is preferred, but covered/enclosed areas must be available for use in inclement weather. Covered/enclosed areas can be designed for multiple uses as long as the design and furnishings do not interfere with scheduled exercise activities.**

The minimum space requirements for exercise areas are as follows:

- **Outdoor exercise areas in facilities where 100 or more inmates utilize one recreation area-15 square feet per inmate for the maximum number of inmates expected to use the space at one time, but not less than 1,500 square feet of unencumbered space**
- **Outdoor exercise areas in facilities where less than 100 inmates have unlimited access to an individual recreation area-15 square feet per inmate for the maximum number of inmates expected to use the space at one time, but not less than 750 square feet of unencumbered space**
- **Covered/enclosed exercise areas in facilities where 100 or more inmates utilize one recreation area-15 square feet per inmate for the maximum number of inmates expected to use the space at one time, with a minimum ceiling height of 18 feet, but not less than 1,000 square feet of unencumbered space**
- **Covered/enclosed exercise areas in facilities where less than 100 inmates utilize one recreation area-15 square feet per inmate for the maximum number of inmates expected to use the space at one time, with a minimum ceiling height of 18 feet, but not less than 500 square feet of unencumbered space**

Comment: Exercise/recreation spaces are not the same as dayrooms, although dayrooms can provide added opportunities for some exercise and recreation activities. The standard establishes performance requirements for exercise spaces, offering design and operational flexibility. It allows facilities in some climates to cover and/or enclose a yard, while others will have to provide indoor space; these spaces do not have to be “indoor” but must be fully functional when the outdoor areas are not feasible for use.

**4-4155
(2010 Supplement)** **Revised August 2004. Segregation units have either outdoor uncovered or outdoor covered exercise areas. The minimum space requirements for**

outdoor exercise areas for segregation units are as follows:

- **group yard modules: 15-square feet per inmate expected to use the space at one time, but not less than 500-square feet of unencumbered space**
- **individual yard modules: 180-square feet of unencumbered space**

In cases where cover is not provided to mitigate the inclement weather, appropriate weather-related equipment and attire should be made available to the inmates who desire to take advantage of their authorized exercise time.

Comment: None.

**4-4155
(Ref. 3-4148)**

Segregation units have both outdoor and covered/enclosed exercise areas. The minimum space requirements for outdoor and covered/enclosed exercise areas for segregation units are as follows:

- **group yard module-15 square feet per inmate expected to use the space at one time, but not less than 500 square feet of unencumbered space.**
- **individual yard modules-180 square feet of unencumbered space.**

Comment: None.

Visiting

**4-4156
(Ref. 3-4149)**

Sufficient space is provided for a visiting room or area for contact visiting and, if necessary, noncontact visiting. There is adequately designed space to permit screening and searching of both inmates and visitors. Space is provided for the proper storage of visitor's coats, handbags, and other personal items not allowed into the visiting area.

Comment: None.

Classrooms

**4-4157
(Ref. 3-4150)**

In institutions offering academic and vocational training programs, classrooms are designed in consultation with school authorities. (Renovation, Addition, New Construction Only)

Comment: Space requirements that afford safety and mobility are necessary in both the educational and vocational areas.

Dining

**4-4158
(Ref. 3-4151)**

Dining space should be large enough to allow for meals to be served, affording each inmate the opportunity to have at least 20 minutes of dining time for each meal.

Comment: None.

Food Service Food Preparation Areas

4-4159
(Ref. 3-4152)

The food preparation area includes a space for food preparation based on population size, type of food preparation, and methods of meal service.

Comment: None.

Food Storage

4-4160
(Ref. 3-4153)

There are sanitary, temperature-controlled facilities for the storage of foods.

Comment: None.

Sanitation and Hygiene

4-4161
(Ref. 3-4154)

Toilet and washbasin facilities are available to food service personnel and inmates in the vicinity of the food preparation area.

Comment: None.

Housekeeping

4-4162
(Ref. 3-4155)

Adequate space is provided for janitorial closets accessible to the living and activity areas. The closets are equipped with a sink and cleaning implements.

Comment: None.

Clothing and Supplies

4-4163
(Ref. 3-4156)

Space is provided in the institution to store and issue clothing, bedding, cleaning supplies, and other items required for daily operations.

Comment: None.

Personal Property

4-4164
(Ref. 3-4157)

Space is provided for storing the personal property of inmates safely and securely.

Comment: None.

Mechanical Equipment

4-4165
(Ref. 3-4158)

Separate and adequate space is provided for mechanical and electrical equipment.

Comment: None.

Commissary/Canteen

4-4166
(Ref. 3-4159)

Space is provided for an inmate commissary or canteen, or provisions are made for a commissary service.

Comment: None.

Section F: Administrative and Staff Areas

Principle: All levels of staff must be provided with adequate space to carry out their responsibilities safely and effectively.

Administrative Areas

**4-4167
(Ref. 3-4160)** Adequate space is provided for administrative, security, professional, and clerical staff; this space includes conference rooms, storage room for records, a public lobby, and toilet facilities.

Comment: None.

Staff Areas

**4-4168
(Ref. 3-4161)** Staff needs are met through providing adequate spaces in locations that are convenient for use. Staff are provided with the following:

- an area to change clothes and to shower
- an area, room, and/or employee lounge that offers privacy from inmates and provides space for meals
- access to exercise/physical training facilities and equipment
- space for training
- space for shift-change briefings
- toilets and washbasins that are not used by inmates

Comment: None.

Accessibility for the Disabled

**4-4169
(Ref. 3-4162)** Reasonable accommodation is made to ensure that all parts of the facility that are accessible to the public are accessible and usable by staff and visitors with disabilities.

Comment: None.

Section G: Security

Principle: The physical plant supports the orderly and secure functioning of the institution.

Control Center

**4-4170
(2010 Supplement)** Deleted January 2007.

**4-4170
(Ref. 3-4163)** Space is provided for a 24-hour control center for monitoring and coordinating the institution's security, safety, and communications systems. The control center provides access to a washbasin and toilet.

Comment: The control center should contain sufficient space for monitoring and coordinating all internal and external security systems, communications systems, safety alarms and detection systems, and other mechanical and electrical systems.

Perimeter Security

4-4171
(Ref. 3-4164) **The institution's perimeter is controlled by appropriate means to provide that inmates remain within the perimeter and to prevent access by the general public without proper authorization.**

Comment: The means chosen to ensure perimeter security should reflect the facility's needs based on size and the degree of security required. Perimeter surveillance can be maintained through watchtowers, mechanical surveillance devices (for example, electronic, pressure, or sound detection systems), mobile patrols, or some combination of these techniques. All areas adjacent to the perimeter should be visible under all conditions.

Entrances and Exits

4-4172
(Ref. 3-4165) **Pedestrians and vehicles enter and leave at designated points in the perimeter. Safety vestibules and sally ports constitute the only breaches in the perimeter of maximum security institutions.**

Comment: None.

Security Equipment Storage

4-4173
(Ref. 3-4166) **Firearms, chemical agents, and related security items are stored in a secure but readily accessible depository outside of inmate housing and activity areas.**

Comment: None.

3. Institutional Operations

Section A: Security and Control

Principle: The institution uses a combination of supervision, inspection, accountability, and clearly defined policies and procedures on use of weapons and force to promote safe and orderly operations.

Security Manual

4-4174
(2010 Supplement) **Revised August 2009. There is a manual containing all procedures for institutional security and control, with detailed instructions for implementing these procedures. The manual is available to all staff.**

Comment: The manual should contain information on physical plant inspection, inmate counts, weapons and chemical agent control, contraband, key control, tool and equipment control, and emergency procedures.

4-4174
(Ref. 3-4167) **There is a manual containing all procedures for institutional security and control, with detailed instructions for implementing these procedures. The manual is available to all staff and is reviewed at least annually and updated if necessary.**

Comment: The manual should contain information on physical plant inspection, inmate counts, weapons and chemical agent control, contraband, key control, tool and equipment control, and emergency procedures.

Control Center

**4-4175
(2010 Supplement)** **Revised January 2007. Space is provided for a 24-hour continuously staffed secure control center for monitoring and coordinating the institution's security, life, safety, and communications systems. Staff assigned to a control center have access to a toilet and washbasin. There is a communication system between the control center and inmate living areas.**

Comment: None.

**4-4175
(Ref. 3-4168)** **The institution maintains a control center to provide order and security.**

Comment: The control center should be staffed 24 hours per day and should monitor and take responsibility for inmate counts, key control, and coordination of internal and perimeter security. It should also serve as the institution's communications center and monitor the operation of various systems: fire alarm, public address, smoke and thermal detection, radio, teletype, computer, surveillance alarms, walk and perimeter lighting, and other mechanical and electrical systems.

**4-4176
(2010 Supplement)** **Deleted January 2007.**

**4-4176
(Ref. 3-4169)** **The facility has a communication system between the control center and inmate living areas.**

Comment: A mechanical or audio communication system should be used to supplement direct staff supervision activities (for example, to advise staff of emergency needs), not as a substitute for staff supervision.

Correctional Officer Assignments

**4-4177
(Ref. 3-4170)** **Correctional officer posts are located in or immediately adjacent to inmate living areas to permit officers to hear and respond promptly to emergency situations.**

Comment: The presence of correctional officers within hearing distance of inmate living quarters can help prevent inmate misbehavior and avoid disturbances.

**4-4178
(Ref. 3-4171)** **There are written orders for every correctional officer post. These orders are reviewed annually and updated if necessary.**

Comment: Written orders should specify the duties of each post and the procedures to be followed to carry out the assignment. Copies of the post orders should be available for all employees.

**4-4179
(Ref. 3-4172)** **Written policy, procedure, and practice provide for personnel to read the appropriate post order each time they assume a new post and to sign and date the post order.**

Comment: None.

**4-4180
(Ref. 3-4173)** **Written policy, procedure, and practice facilitate personal contact and interaction between staff and inmates.**

Comment: Staff effectiveness is limited if the only staff available are placed in isolated control centers during periods of inmate activity in the housing units.

4-4181
(Ref. 3-4174)

Written policy, procedure, and practice require that when both males and females are housed in the facility, at least one male and one female staff member are on duty at all times.

Comment: None.

4-4182
(Ref. 3-4175)

Written policy, procedure, and practice provide that no inmate or group of inmates is given control or authority over other inmates.

Comment: None.

Permanent Log

4-4183
(Ref. 3-4176)

Written policy, procedure, and practice require that correctional staff maintain a permanent log and prepare shift reports that record routine information, emergency situations, and unusual incidents.

Comment: Adequate supervision of inmates requires a formal written reporting system. Each correctional officer in each housing unit on each shift should maintain detailed records of pertinent information regarding individual inmates and groups of inmates.

Patrols and Inspections

4-4184
(Ref. 3-4177)

Written policy, procedure, and practice provide that supervisory staff conduct a daily patrol, including holidays and weekends, of all areas occupied by inmates and submit a daily written report to their supervisor. Unoccupied areas are to be inspected weekly.

Comment: Matters requiring further attention (for example, staff and inmate concerns; faulty, unsafe, or dirty conditions) should be reported in writing for review and further action.

4-4185
(Ref. 3-4178)

Written policy, procedure, and practice require that the warden/superintendent or designee, assistant warden/superintendent(s), and designated department heads visit the institution's living and activity areas at least weekly to encourage informal contact with staff and inmates and to informally observe living and working conditions.

Comment: Arrangements should be made for inmates to have informal access to key staff. This can be achieved through staff visits to the housing units, work areas, educational and recreational areas, and other areas in the institution where inmates can be contacted during the day or evening. Policy should specify which department heads are expected to make at least weekly visits and should encourage other department heads and supervisory staff to visit these areas as often as practical.

4-4186
(2010 Supplement)

Revised August 2007. Written policy, procedure, and practice require that the chief security officer or qualified designee conduct at least weekly inspections of all security devices, noting the items needing repair or maintenance. The inspections are reported in writing to the warden/superintendent and/or chief security officer.

Comment: There should be a scheduled maintenance procedure to ensure that all bars, locks, windows, doors, and other security devices are fully operational. Emergency keys should be checked at least quarterly to ensure they are in working order. The results of all inspections should be submitted in writing to the warden/superintendent and/or the officer in charge of security.

4-4186
(Ref. 3-4179)

Written policy, procedure, and practice require that the chief security officer or qualified designee conduct at least weekly inspections of all security devices needing repair or maintenance and report the results of the inspections in writing.

Comment: There should be a scheduled maintenance procedure to ensure that all bars, locks, windows, doors, and other security devices are fully operational. Emergency keys should be checked at least quarterly to ensure they are in working order. The results of all inspections should be submitted in writing to the warden/superintendent and/or the officer in charge of security.

Inmate Counts

4-4187
(Ref. 3-4180)

The institution has a system for physically counting inmates. The system includes strict accountability for inmates assigned to work and educational release, furloughs, and other approved temporary absences.

Comment: There should be at least one inmate count per shift. Counts should be scheduled so that they do not conflict with activity programs and normal operating procedures. The officer responsible for maintaining the master count record should have up-to-the-minute information regarding all inmate housing moves, work assignment changes, hospital admissions, and so on. Adequate checks should be instituted to allow for human error. All inmates in legal custody should be accounted for in the master count; all temporary absences from the facility should be explained in writing.

Inmate Movement

4-4188
(Ref. 3-4181)

Written policy, procedure, and practice provide that staff regulate inmate movement.

Comment: All inmate movement from one location to another should be controlled and supervised by staff, including individual and group inmate movement to and from work and program assignments. A master pass list for each day can assist in accounting for movement without restricting or discouraging participation in program activities.

4-4189
(Ref. 3-4182)

Written policy and procedure govern the transportation of inmates outside the institution and from one jurisdiction to another.

Comment: Guidelines for transporting inmates should emphasize safety and should be made available to all personnel involved in transporting inmates. The institution should have policies governing the use of restraints.

Use of Restraints

4-4190
(Ref. 3-4183)

Written policy, procedure, and practice provide that instruments of restraint, such as handcuffs, irons, and straitjackets, are never applied as punishment and are applied only with the approval of the warden/superintendent or

designee.

Comment: Instruments of restraint should be used only as a precaution against escape during transfer, for medical reasons, by direction of the medical officer, or to prevent self-injury, injury to others, or property damage. Restraints should not be applied for more time than is absolutely necessary.

4-4191
(Ref. 3-4183-1)

(MANDATORY) Written policy, procedure, and practice provide that when an offender is placed in a four/five-point restraint (arms, head and legs secured), advance approval must be obtained from the warden/superintendent or designee. Subsequently, the health authority or designee must be notified to assess the inmate's medical and mental health condition, and to advise whether, on the basis of serious danger to self or others, the inmate should be placed in a medical/mental health unit for emergency involuntary treatment with sedation and/or other medical management, as appropriate. If the offender is not transferred to a medical/mental health unit and is restrained in a four/five-point position, the following minimum procedures will be followed:

- 1. Direct visual observation by staff must be continuous prior to obtaining approval from the health authority or designee;**
- 2. Subsequent visual observation must be made at least every fifteen minutes; and,**
- 3. Restraint procedures are in accordance with guidelines endorsed by the designated health authority.**

Comment: Four/five-point restraints should be used only in extreme instances and only when other types of restraints have proven to be ineffective. Restraint guidelines should include consideration of an individual's physical condition, such as body weight.

Control of Contraband

4-4192
(Ref. 3-4184)

Written policy, procedure, and practice provide for searches of facilities and inmates to control contraband and provide for its disposition. These policies are made available to staff and inmates; policies and procedures are reviewed at least annually and updated if necessary.

Comment: The institution's search plans and procedures should include the following:

- unannounced and irregularly times searches of cells, inmates, and inmate work areas
- inspection of all vehicular traffic and supplies coming into the institution
- use of metal detectors at compound gates and entrances into housing units
- complete search and inspections of each cell prior to occupancy by a new inmate
- avoidance of unnecessary force, embarrassment, or indignity to the inmate
- staff training in effective search techniques that protect both inmates and staff from bodily harm
- use of nonintensive sensors and other techniques instead of body searches whenever feasible
- conduct of searches only as necessary to control contraband or to recover missing or stolen property
- respect of inmates' rights to authorized personal property
- use of only those mechanical devices absolutely necessary for security purposes

4-4193
(Ref. 3-4185) **Written policy, procedure, and practice provide that manual or instrument inspection of body cavities is conducted only when there is reason to do so and when authorized by the warden/superintendent or designee. The inspection is conducted in private by health care personnel or correctional personnel trained by health care personnel.**

Comment: None.

4-4194
(Ref. 3-4186) **Written policy, procedure, and practice provide that, except in emergency situations, visual inspections of inmate body cavities are conducted by officers of the same sex, in private, and based on reasonable belief that the inmate is carrying contraband or other prohibited material. Reasonable belief is not required when inmates return from contact with the general public or from outside the institution. In all cases, this inspection is conducted by trained personnel.**

Comment: None.

Controlled Access and Use Keys

4-4195
(Ref. 3-4187) **(MANDATORY) Written policy, procedure, and practice govern the control and use of keys.**

Comment: None.

Tools and Equipment

4-4196
(Ref. 3-4188) **(MANDATORY) Written policy, procedure, and practice govern the control and use of tools, culinary, and medical equipment.**

Comment: None.

Vehicles

4-4197
(Ref. 3-4189) **Written policy and procedure govern the use and security of institution vehicles.**

Comment: Written policies and procedures should state the conditions under which inmates may drive vehicles. Responsibility and keys for certain vehicles may be assigned to specific staff, but the pool of vehicles should be controlled by one person.

4-4198
(Ref. 3-4190) **Written policy and procedure govern the use of personal vehicles for official purposes and include provisions for insurance coverage.**

Comment: Written policy should specify the conditions for the official use of personal vehicles and the limits of institutional liability.

Security Equipment General Policies and Practice

4-4199
(Ref. 3-4191) **Written policy and procedure govern the availability, control, and use of chemical agents, electrical disablers, and related security devices and specify**

the level of authority required for their access and use. Chemical agents and electrical disablers are used only with the authorization of the warden/superintendent or designee.

Comment: Based on an analysis of the physical plant and the size and profile of the inmate population, designated staff should determine what firearms, chemical agents, electrical disablers, and other security devices (such as shields, batons, helmets, gloves, and body protectors) the institution needs. Written policies and procedures should specify the level of authority required for access to and use of security devices.

**4-4200
(2010 Supplement)**

Revised January 2008. Written policy, procedure, and practice govern the inventory, issuance and accountability of routine and emergency distributions of security equipment.

Comment: Written policy should delineate the process by which security equipment is distributed from the primary issue point to control points for both routine and emergency issuance. The policy should address how the facility tracks the issuance of security equipment (written log, chit system, and so forth) and the accountability of security equipment at the end of the shift.

**4-4200
(Ref. 3-4192)**

Written policy, procedure, and practice provide that the institution maintains a written record of routine and emergency distributions of security equipment.

Comment: The written record should detail who receives security equipment and what equipment they receive.

**4-4201
(Ref. 3-4193)**

Firearms, chemical agents, and related security equipment are inventoried at least monthly to determine their condition and expiration dates.

Comment: Written policy should specify who has access to the depository where the security equipment is stored.

**4-4202
(Ref. 3-4194)**

Written policy, procedure, and practice provide that written reports are submitted to the warden/superintendent or designee no later than the conclusion of the tour of duty when any of the following occur:

- discharge of a firearm or other weapon
- use of chemical agents to control inmates
- use of force to control inmates
- inmate(s) remain in restraints at the end of the shift

Comment: All incidents involving use of force that have the potential for injury should be recorded to establish the identities of the staff, inmate(s), or others involved and to describe the nature of the incident.

**4-4203
(Ref. 3-4195)**

(MANDATORY) Written policy, procedure, and practice provide that all persons injured in an incident receive immediate medical examination and treatment.

Comment: Immediate medical examination and treatment should be required in all instances involving the use of a weapon or chemical agent.

Use of Firearms

4-4204

(MANDATORY) Written policy and procedure govern the use of firearms,

including the following:

- **Weapons are subject to stringent safety regulations and inspections.**
- **Except in emergency situations, employees carrying firearms are assigned only to watchtowers, gun walks, mobile patrols, or other positions that are inaccessible to inmates.**
- **Employees supervising inmates outside the institution's perimeter follow specific procedures for ensuring the security of the weapons.**
- **Employees are instructed to use deadly force only after other actions have been tried and found ineffective, unless the employee believes that a person's life is immediately threatened.**

Comment: Personnel who spend most of their time in direct personal contact with inmates should not carry firearms. Any personnel authorized to use firearms must be properly trained and demonstrate competency in their use.

4-4205
(Ref. 3-4197)

(MANDATORY) Written policy, procedure, and practice provide for the safe unloading and reloading of firearms.

Comment: None.

Use of Force

4-4206
(Ref. 3-4198)

(MANDATORY) Written policy, procedure, and practice restrict the use of physical force to instances of justifiable self-defense, protection of others, protection of property, prevention of escapes, and to maintain or regain control, and then only as a last resort and in accordance with appropriate statutory authority. In no event is physical force justifiable as punishment. A written report is prepared following all uses of force and is submitted to administrative staff for review.

Comment: None.

Preservation of Physical Evidence

4-4207
(Ref. 3-4198-1)

Written policy, procedure, and practice provide for the preservation, control, and disposition of all physical evidence obtained in connection with a violation of law and/or institutional regulation. At a minimum, the procedures shall address the following:

- **chain of custody**
- **evidence handling**
- **location and storage requirements**

Comment: Strict accountability of physical evidence collected in connection with a crime must be established to preserve the integrity of the disciplinary and/or legal process. Minor rule violations should be exempt from the procedural requirements of evidence control, preservation, and disposition.

Canine Units

4-4208
(Ref. 3-4198-2)

Where a canine unit exists, policy, procedure, and practice provide for the following:

- **a mission statement, including goals and objectives**

- **emergency plans that are integrated into the overall emergency plans of the facility**

Comment: None.

4-4209
(Ref. 3-4198-3)

Where a canine unit exists, policy, procedure, and practice for training of handlers/dog teams and upkeep and care of animals provide for the following:

- **criteria for selection, training, and care of animals**
- **criteria for selection and training requirements of handlers**
- **an approved sanitation plan which covers inspection, housing, transportation, and daily grooming for dogs**

Each handler/dog team should be trained, certified, and recertified annually by a nationally recognized accrediting body or a comparable internal training and proficiency testing program.

Comment: None.

4-4210
(Ref. 3-4198-4)

Where a canine unit exists, policy, procedure, and practice provide daily and current records on training, care of dogs, and significant events.

Comment: None.

Section B: Safety and Emergency Procedures

Principle: The institution adheres to all applicable safety and fire codes and has in place the equipment and procedures necessary in the event of a major emergency.

Fire Safety

4-4211
(Ref. 3-4199)

(MANDATORY) Written policy, procedure, and practice specify the institution's fire prevention regulations and practices. These include, but are not limited to, the following:

- **provision for an adequate fire protection service**
- **a system of fire inspection and testing of equipment at least quarterly or at intervals approved by the authority having jurisdiction, following the procedures stated for variances, exceptions, or equivalencies**
- **an annual inspection by local or state fire officials or other qualified person(s)**
- **availability of fire protection equipment at appropriate locations throughout the institution**

Comment: Institutional administrators should plan and execute all reasonable procedures for the prevention and prompt control of fire. The use of national codes, such as The Life Safety Code, can help to ensure the safety of staff, inmates, and visitors. The use of a volunteer or an internal fire department is acceptable for compliance, assuming that the fire station is readily accessible in case of fire and that it is the primary alternative available. If the fire station is not continually staffed, fire alarm notification must be made to a local law enforcement unit or equally reliable source.

4-4212
(2010 Supplement)

Revised August 2009. Written policy, procedure, and practice provide for a comprehensive and thorough monthly inspection of the institution by a

qualified fire and safety officer for compliance with safety and fire prevention standards. There is a weekly fire and safety inspection of the institution by a qualified departmental staff member.

Comment: The “qualified departmental staff member” who conducts the weekly inspections may be an institutional staff member who has received training in and is familiar with the safety and sanitation requirements of the jurisdiction. At a minimum, it is expected that the safety/sanitation specialist will provide on-the-job training regarding applicable regulations and inspections, including the use of checklists and the methods of documentation.

**4-4212
(Ref. 3-4200)**

(MANDATORY) Written policy, procedure, and practice provide for a comprehensive and thorough monthly inspection of the institution by a qualified fire and safety officer for compliance with safety and fire prevention standards. There is a weekly fire and safety inspection of the institution by a qualified departmental staff member. This policy and procedure is reviewed annually and updated as needed.

Comment: The “qualified departmental staff member” who conducts the weekly inspections may be an institutional staff member who has received training in and is familiar with the safety and sanitation requirements of the jurisdiction. At a minimum, it is expected that the safety/sanitation specialist will provide on-the-job training regarding applicable regulations and inspections, including the use of checklists and the methods of documentation.

**4-4213
(Ref. 3-4201)**

(MANDATORY) Specifications for the selection and purchase of facility furnishings indicate the fire safety performance requirements of the materials selected.

Comment: Furnishings, mattresses, cushions, or other items of foamed plastics or foamed rubber (for example, polyurethane, polystyrene) can pose a severe hazard due to high smoke production, rapid burning once ignited, and high heat release. Such materials should be subjected to careful fire safety evaluation before purchase or use. All polyurethane should be removed from living areas unless its use is approved in writing by the fire authority having jurisdiction. The fire authority should consider the flammability and toxicity characteristics of the products being evaluated.

Facility furnishings include draperies, curtains, furniture, mattresses and bedding, upholstered or cushioned furniture, wastebaskets, decorations, and similar materials that can burn. “Furnishings” applies to all living quarters. The standard requires that specifications be known, if available, at the time of selection; there are no standards mandating knowledge of fire performance characteristics of furnishings in the facility prior to implementation of the policy relating to this standard.

**4-4214
(Ref. 3-4202)**

(MANDATORY) Institution facilities are equipped with noncombustible receptacles for smoking materials and separate containers for other combustible refuse at accessible locations throughout living quarters in the institution. Special containers are provided for flammable liquids and for rags used with flammable liquids. All receptacles and containers are emptied and cleaned daily.

Comment: None.

Flammable, Toxic, and Caustic Materials

(MANDATORY) Written policy, procedure, and practice govern the control and use of all flammable, toxic, and caustic materials.

Comment: The following definitions apply to this standard: flammable materials-liquids with a flash point below 100 degrees F; toxic materials-substances that through chemical reaction or mixture can produce possible injury or harm to the body by entering through the skin, digestive tract, or respiratory tract (for example, zinc chromate paint, ammonia, chlorine, antifreeze, herbicides, pesticides); caustic materials-substances that can destroy or eat away by chemical reaction (for example, lye, caustic soda, sulfuric acid). If a substance possesses more than one of the above properties, the safety requirements for all applicable properties should be considered.

All flammable, toxic, and caustic materials should be stored in secure areas that are inaccessible to inmates, and a prescribed system should be used to account for their distribution. Inmates should never possess such items unless they are under the close supervision of qualified staff.

Substances that do not contain one or more of the above properties but that are labeled "Keep Out of the Reach of Children" or "May Be Harmful If Swallowed" are not prohibited; their use and control, however, should be addressed in agency policy.

Emergency Power and Communications

4-4216
(Ref. 3-4204)

The institution has the equipment necessary to maintain essential lights, power, and communications in an emergency.

Comment: The institution should have emergency power units, either battery or motor driven, to provide essential lighting and life-sustaining functions within the institution and to maintain outside communications in an emergency.

4-4217
(Ref. 3-4205)

Written policy, procedure, and practice provide for a communications system within the institution and between the institution and community in the event of urgent, special, or unusual incidents, or emergency situations.

Comment: The facility should have available walkie-talkies and/or a radio base station, receivers and transmitters or other independent mechanical means of communication to maintain constant contact with the outside community if conventional means of communication are disrupted. Institutions located in areas subject to severe storms, tornadoes, or hurricanes should maintain a ready means of voice communication with the community.

4-4218
(Ref. 3-4206)

There is a written plan for preventive maintenance of the physical plant; the plan includes provisions for emergency repairs or replacement in life-threatening situations.

Comment: Regular care and inspection of equipment is essential for safe and efficient operations. The preventive maintenance plan should be implemented by qualified staff or maintenance professionals.

4-4219
(Ref. 3-4207)

Emergency equipment and systems are tested at least quarterly. Power generators are inspected weekly and load tested quarterly at a minimum or in accordance with manufacturer's recommendations and instruction manuals.

Comment: Emergency equipment, such as standby lighting, batteries, power

generators, fire fighting apparatus, communications systems, and alarms should be checked frequently to ensure their reliability.

Emergency Plans Staff Training

4-4220
(2010 Supplement)

Revised August 2007. (Mandatory) All institution personnel are trained in the implementation of written emergency plans. Work stoppage plans are communicated only to appropriate supervisory or other personnel directly involved in the implementation of those plans.

Comment: Review of all emergency plans should be an essential element of personnel training and retraining programs. New employees should be familiar with all emergency plans prior to their permanent work assignments.

4-4220
(Ref. 3-4208)

(MANDATORY) All institution personnel are trained in the implementation of written emergency plans. Work stoppage and riot/disturbance plans are communicated only to appropriate supervisory or other personnel directly involved in the implementation of those plans.

Comment: Review of all emergency plans should be an essential element of personnel training and retraining programs. New employees should be familiar with all emergency plans prior to their permanent work assignment.

Evacuation Procedures

4-4221
(Ref. 3-4209)

(MANDATORY) There is a written evacuation plan to be used in the event of fire or major emergency. The plan is certified by an independent, outside inspector trained in the application of national fire safety codes and is reviewed annually, updated if necessary, and reissued to the local fire jurisdiction. The plan includes the following:

- location of building/room floor plans
- use of exit signs and directional arrows for traffic flow
- location of publicly posted plan
- at least quarterly drills in all institution locations, including administrative areas
- staff drills when evacuation of extremely dangerous inmates may not be included

Comment: The evacuation plan should specify evacuation routes, subsequent disposition and housing of inmates, and provision for medical care or hospital transportation for injured inmates and/or staff. Fire drills should include evacuation of all inmates except when there is clear and convincing evidence that institutional security is jeopardized; upon such showing, actual evacuation during drills is not required, although staff supervising such inmates should be required to perform their roles/activity in quarterly drills.

4-4222
(Ref. 3-4210)

(MANDATORY) Written policy, procedure, and practice specify the means for the immediate release of inmates from locked areas in case of emergency and provide for a backup system.

Comment: The responsibilities of personnel in an emergency situation should be clearly defined. Staff should be aware of the location and identification of keys and be knowledgeable about all evacuation routes. Inmates should receive instructions

concerning emergency procedures. The authority having jurisdiction must certify that locking arrangements allow for prompt release and/or that sufficient staff are available to operate locking devices when necessary. A "backup system" means that there is a manual backup if power-operated locks fail. A control station or other locations removed from the inmate living areas should be equipped with reliable, manual means for releasing locks on swinging and sliding doors to permit prompt release. If the facility has only a manual locking system, a staff plan for manually releasing locks must be in place.

Work Stoppage

4-4223
(Ref. 3-4211)

There is a written plan that provides for continuing operations in the event of a work stoppage or other job action. Copies of this plan are available to appropriate supervisory personnel.

Comment: A contingency plan for maintaining essential services might involve agreements with other law enforcement agencies, such as local or state police.

Threats to Security

4-4224
(2010 Supplement)

Revised August 2009. There are written plans that specify the procedures to be followed in situations that threaten institutional security. Such situations include but are not limited to riots, hunger strikes, disturbances, and taking of hostages. These plans are made available to all applicable personnel.

Comment: The plans should designate the personnel who are to implement the procedures, when and which authorities and media should be notified, how the problem should be contained, and the procedures to be followed after the incident is quelled. The plans presuppose regular inspection and maintenance of any specialized equipment necessary to implement the procedures. All personnel should be familiar with the plans. Hospital and medical personnel should be involved in the formulation of the plans, since they are responsible for the safety of their patients.

4-4224
(Ref. 3-4212)

(MANDATORY) There are written plans that specify the procedures to be followed in situations that threaten institutional security. Such situations include but are not limited to riots, hunger strikes, disturbances, and taking of hostages. These plans are made available to all applicable personnel and are reviewed at least annually and updated as needed.

Comment: The plans should designate the personnel who are to implement the procedures, when and which authorities and media should be notified, how the problem should be contained, and the procedures to be followed after the incident is quelled. The plans presuppose regular inspection and maintenance of any specialized equipment necessary to implement the procedures. All personnel should be familiar with the plans. Hospital and medical personnel should be involved in the formulation of the plans, since they are responsible for the safety of their patients.

Escapes

4-4225
(2010 Supplement)

Revised August 2009. There are written procedures regarding escapes.

Comment: Specific procedures that can be used quickly when an escape occurs should be made available to all personnel. Procedures should include the following: prompt reporting of the escape to the warden/superintendent; mobilizing of employees; implementing of a predetermined search plan; notifying of law

enforcement agencies, community groups, and relevant media; preparing of escape circulars for distribution and mailing; and, after apprehension of the escapee, promptly notifying all who were previously alerted to the escape.

**4-4225
(Ref. 3-4213)**

There are written procedures regarding escapes; these procedures are reviewed at least annually and updated if necessary.

Comment: Specific procedures that can be used quickly when an escape occurs should be made available to all personnel. Procedures should include the following: prompt reporting of the escape to the warden/superintendent; mobilizing of employees; implementing of a predetermined search plan; notifying of law enforcement agencies, community groups, and relevant media; preparing of escape circulars for distribution and mailing; and, after apprehension of the escapee, promptly notifying all who were previously alerted to the escape.

**4-4225-1
(2010 Supplement)**

Added January 2003. Written policy, procedure, and practice define critical incidents for the facility and provide for a debriefing to be conducted after each such incident. The debriefing process includes coordination and feedback about the incident with designated staff of the facility as soon as possible after the incident. A debriefing includes, but is not limited to:

- a review of staff and offender actions during the incident
- a review of the incident's impact on staff and offenders
- a review of corrective actions taken and still needed
- plans for improvement to avoid another incident

Comment: A "critical incident" is any event or situation that threatens staff or offenders in their community (criminal justice setting). While debriefings should occur as soon as possible, some information may not be available until later. All staff impacted by a critical incident should be included in the debriefings and referred to appropriate services to mitigate the stress associated with these events. All critical incidents should be reviewed by the administration, security, and health services. A two-week follow-up debriefing should occur to review the validity and appropriateness of all policies, plans, and information used during the critical incident and immediately after.

Section C: Rules and Discipline

Principle: The institution's rules of conduct and sanctions and procedures for violations are defined in writing and communicated to all inmates and staff. Disciplinary procedures are carried out promptly and with respect for due process.

Rules of Conduct

**4-4226
(2010 Supplement)**

Revised August 2009. Written rules of inmate conduct specify acts prohibited within the institution and penalties that can be imposed for various degrees of violation.

Comment: The rules should prohibit only observed behavior that can be shown clearly to have a direct, adverse effect on an inmate or on institutional order and security. The rules also should specify the range of penalties that can be imposed for violations. Penalties should be proportionate to the importance of the rule and the severity of the violation.

Written rules of inmate conduct specify acts prohibited within the institution and penalties that can be imposed for various degrees of violation; the written rules are reviewed annually and updated if necessary.

Comment: The rules should prohibit only observed behavior that can be shown clearly to have a direct, adverse effect on an inmate or on institutional order and security. The rules also should specify the range of penalties that can be imposed for violations. Penalties should be proportionate to the importance of the rule and the severity of the violation.

4-4227
(2010 Supplement)

Revised August 2009. There is a written set of disciplinary procedures governing inmate rule violations.

Comment: None.

4-4227
(Ref. 3-4215)

There is a written set of disciplinary procedures governing inmate rule violations. These are reviewed annually and updated if necessary.

Comment: None.

4-4228
(Ref. 3-4216)

A rulebook that contains all chargeable offenses, ranges of penalties, and disciplinary procedures is given to each inmate and staff member and is translated into those languages spoken by significant numbers of inmates. Signed acknowledgment of receipt of the rulebook is maintained in the inmate's file. When a literacy or language problem prevents an inmate from understanding the rulebook, a staff member or translator assists the inmate in understanding the rules.

Comment: Written procedures should specify how the rules and regulations are issued and presented to new inmates. Rules and regulations governing inmate conduct are of limited value unless the inmate understands them. "Posting" the rulebook is unnecessary provided there is evidence each inmate receives a copy of the rules.

4-4229
(Ref. 3-4217)

All personnel who work with inmates receive sufficient training so that they are thoroughly familiar with the rules of inmate conduct, the rationale for the rules, and the sanctions available.

Comment: All institutional personnel who work with inmates in any way should receive continuous in-service training to prevent discrepancies among staff members in interpretation or implementation of rules of conduct.

Resolution of Minor Infractions

4-4230
(Ref. 3-4218)

There are written guidelines for resolving minor inmate infractions, which include a written statement of the rule violated and a hearing and decision within seven days, excluding weekends and holidays, by a person not involved in the rule violation; inmates may waive their appearance at the hearing.

Comment: None.

Criminal Violations

4-4231
(Ref. 3-4219)

Written policy, procedure, and practice provide that, where an inmate allegedly commits an act covered by criminal law, the case is referred to appropriate

court or law enforcement officials for consideration for prosecution.

Comment: Corrections and court or law enforcement officials should agree on the categories of offenses that are to be referred to them in order to eliminate minor offenses or those of no concern.

Disciplinary Reports

**4-4232
(Ref. 3-4220)** **Written policy, procedure, and practice provide that when rule violations require formal resolution, staff members prepare a disciplinary report and forward it to the designated supervisor.**

Comment: None.

**4-4233
(Ref. 3-4221)** **Disciplinary reports prepared by staff members include, but are no limited to, the following information:**

- **specific rule(s) violated**
- **a formal statement of the charge**
- **any unusual inmate behavior**
- **any staff witnesses**
- **any physical evidence and its disposition**
- **any immediate action taken, including the use of force**
- **reporting staff member's signature and date and time of report**

Comment: All relevant information should be recorded on a disciplinary report form and should be as specific and comprehensive as possible.

Prehearing Action

**4-4234
(Ref. 3-422)** **Written policy, procedure, and practice specify that, when an alleged rule violation is reported, an appropriate investigation is begun within 24 hours of the time the violation is reported and is completed without reasonable delay, unless there are exceptional circumstances for delaying the investigation.**

Comment: Investigations of alleged rule violations should be commenced as soon as possible after the incident is reported. The investigating officer should be a staff member but not the officer who reported the incident.

**4-4235
(Ref. 3-4223)** **Within the disciplinary procedures document there is provision for prehearing detention of inmates who are charged with a rule violation. The inmate's prehearing status is reviewed by the warden/superintendent or designee within 72 hours, including weekends and holidays.**

Comment: Prehearing detention is the confinement of an inmate in an individual cell until an investigation is completed or a hearing scheduled. Such detention should not be punitive and should be used only when necessary to ensure the inmate's safety or the security of the institution. Documentation should be provided as to the reason for detention, and no inmate should remain in prehearing detention longer than necessary.

**4-4236
(Ref. 3-4224)** **Written policy, procedure, and practice provide that an inmate charged with a rule violation receives a written statement of the charge(s), including a description of the incident and specific rules violated. The inmate is given the statement at the same time that the disciplinary report is filed with the**

disciplinary committee but no less than 24 hours prior to the disciplinary hearing. The hearing may be held within 24 hours with the inmate's written consent.

Comment: None.

**4-4237
(Ref. 3-4225)**

Written policy, procedure, and practice provide that an inmate may waive the right to a hearing provided that the waiver is documented and reviewed by the chief executive officer or designee.

Comment: When inmates feel that a hearing is unnecessary, they should have the opportunity to waive this right. The disciplinary committee should follow stated guidelines for determination of sanctions.

Disciplinary Hearing Scheduling

**4-4238
(2010 Supplement)**

Revised January 2008. Written policy, procedure, and practice provide that inmates charged with rule violations are scheduled for a hearing as soon as practicable but no later than seven days, excluding weekends and holidays, after being charged with a violation. Inmates are notified of the time and place of the hearing at least 24 hours in advance of the hearing.

Comment: To ensure fairness and the integrity of the disciplinary process, inmates charged with rule violations should receive hearings as soon as possible unless the hearing is prevented by exceptional circumstances, unavoidable delays, or reasonable postponements. Reasons for all delays should be documented.

**4-4238
(Ref. 3-4226)**

Written policy, procedure, and practice provide that inmates charged with rule violations are scheduled for a hearing as soon as practicable but no later than seven days, excluding weekends and holidays, after the alleged violation. Inmates are notified of the time and place of the hearing at least 24 hours in advance of the hearing.

Comment: To ensure fairness and the integrity of the disciplinary process, inmates charge with rule violations should receive hearings as soon as possible unless the hearing is prevented by exceptional circumstances, unavoidable delays, or reasonable postponements. Reasons for all delays should be documented.

**4-4239
(Ref. 3-4227)**

Written policy, procedure, and practice provide for postponement or continuance of the disciplinary hearing for a reasonable period and good cause.

Comment: Hearing postponement or continuance may be granted for such cause as preparation of a defense, illness or unavailability of the inmate, further investigation of factual matters relevant to the hearing, or pending criminal court prosecution. Delaying a hearing is also justifiable on the basis of factual recording of an inmate's unacceptable behavior during the hearing process or the inmate's refusal to participate in a reasonable manner.

Conduct of Hearing

**4-4240
(Ref. 3-4228)**

Written policy, procedure, and practice provide that disciplinary hearings on rule violations are conducted by an impartial person or panel of persons. A record of the proceedings is made and maintained for at least six months.

Comment: To ensure objectivity, hearings for rule violations should be conducted by persons who were not directly involved in the incident.

4-4241
(Ref. 3-4229)

Written policy, procedure, and practice provide that inmates charged with rule violations are present at their hearings unless they waive that right in writing or through their behavior. Inmates may be excluded during the testimony of any inmate whose testimony must be given in confidence; the reasons for the inmate's absence or exclusion are documented.

Comment: None.

4-4242
(Ref. 3-4230)

Written policy, procedure, and practice provide that inmates have an opportunity to make a statement and present documentary evidence at the hearing and can request witnesses on their behalf; the reasons for denying such a request are stated in writing.

Comment: None.

4-4243
(Ref. 3-4231)

Written policy, procedure, and practice provide that a staff member or agency representative assists inmates at disciplinary hearings if requested. A representative is appointed when it is apparent that an inmate is not capable of collecting and presenting evidence effectively on his or her own behalf.

Comment: Staff members or agency representatives designated to assist inmates should be trained in and knowledgeable about facility rules and discipline, disciplinary procedures, and due process requirements. Some agencies designate a legal assistant or staff representative to assist inmates in hearings. While this meets due process safeguards, an additional intent is to provide staff assistance from a person with whom inmates are comfortable and who they feel they can trust. Therefore, inmates should be allowed to choose persons to represent them from an approved list of facility staff members. At all times, the burden is on the agency to indicate reasons for not allowing a particular staff member to represent an inmate in a specific situation. Inmates may not cross-examine witnesses, but staff may question witnesses who have been requested by an inmate to present evidence.

Hearing Decisions Basis for Decision

4-4244
(Ref. 3-4232)

Written policy, procedure, and practice provide that the disciplinary committee's decision is based solely on information obtained in the hearing process, including staff reports, the statements of the inmate charged, and evidence derived from witnesses and documents.

Comment: Witnesses requested by the inmate may be questioned by both the inmate's representative and committee members. Witnesses who cannot respond to questions in person can be asked to submit written statements. The inmate should be permitted to obtain and submit any relevant documents.

Hearing Record

4-4245
(Ref. 3-4233)

Written policy, procedure, and practice provide that a written record is made of the decision and the supporting reasons, and that a copy is given to the inmate. The hearing record and supporting documents are kept in the inmate's file and in the disciplinary committee's records.

Comment: The disciplinary hearing record should include the decision, the

disposition, and the reason for the action, unless doing so would jeopardize institutional security.

4-4246
(Ref. 3-4234)

Written policy, procedure, and practice provide that if an inmate is found not guilty of an alleged rule violation, the disciplinary report is removed from all of the inmate's files.

Comment: When an inmate is found guilty of only some of the rule violations he or she was originally charged with in connection with a single incident, and when that incident is described in a single disciplinary report, the inmate's record should show clearly the violations that were not proved. All disciplinary reports, regardless of disposition, may be kept and used for statistical or research purposes providing all identification is removed. Where there are multiple incidents, alleged rule violations for which an inmate is found not guilty must be separated and removed from the inmate's file. When multiple incidents/charges are listed on a single report, charges resulting in not-guilty findings may be marked over or blacked out.

Review

4-4247
(Ref. 3-4235)

Written policy, procedure, and practice provide for review of all disciplinary hearings and dispositions by the warden/superintendent or designee to assure conformity with policy and regulations.

Comment: At the conclusion of the disciplinary hearing, the hearing record should be forwarded to the warden/superintendent or designee for review. This review should ensure that the hearing was conducted in accordance with stated procedures and that the action taken conforms with institutional regulations.

Appeal

4-4248
(Ref. 3-4236)

Written policy, procedure, and practice grant inmates the right to appeal decisions of the disciplinary committee to the warden/superintendent or designee. Inmates have up to 15 days of receipt of the decision to submit an appeal. The appeal is decided within 30 days of its receipt, and the inmate is promptly notified in writing of the results.

Comment: The appeal process should consider three factors: whether there was substantial compliance with institutional standards and procedures in handling inmate discipline; whether the disciplinary committee's decision was based on substantial evidence; and whether, under the circumstances, the sanction imposed was proportionate to the rule violation.

Section D: Special Management

Note: "Segregation" is the generic term used to encompass administrative segregation, protective custody, and disciplinary detention. (See glossary definitions.)

Principle: Inmates who threaten the secure and orderly management of the institution may be removed from the general population and placed in special units.

General Policy and Practice

4-4249
(Ref. 3-4237)

When segregation units exist, written policy and procedure govern their operation for the supervision of inmates under administrative segregation, protective custody, and disciplinary detention.

Comment:

Administrative segregation: The classification committee or, in an emergency, the warden/superintendent may place in administrative segregation an inmate whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates, or to the security or orderly running of the institution. Inmates in administrative segregation because of behavioral problems should be provided with programs conducive to their well-being. Inmates pending investigation for a trial on a criminal act or pending transfer can also be placed in administrative segregation; this segregation may be for relatively extensive periods of time.

Protective custody: Inmates requesting or requiring protection from the general population may be placed in protective custody. Inmates in protective custody should be allowed to participate in as many as possible of the programs afforded the general population, providing such participation does not threaten institutional security. Each protective custody case should be reviewed frequently with the goal of terminating the separate housing assignment as soon as possible.

Disciplinary detention: The disciplinary committee may place inmates with serious rule violations in disciplinary detention only after an impartial hearing has determined (1) that other available alternative dispositions are inadequate to regulate the inmate's behavior within acceptable limits and (2) that the inmate's presence in the general inmate population poses a serious threat to the orderly operation or security of the institution.

Total isolation as punishment for a rule violation is not an acceptable practice; when exceptions occur, they should be justified by clear and substantiated evidence and should be fully documented.

4-4250
(Ref. 3-4238)

The warden/superintendent or shift supervisor can order immediate segregation when it is necessary to protect the inmate or others. The action is reviewed within 72 hours by the appropriate authority.

Comment: None.

Admission and Review of Status

4-4251
(Ref. 3-4239)

Written policy, procedure, and practice provide that an inmate is admitted to the segregation unit for protective custody only when there is documentation that protective custody is warranted and no reasonable alternatives are available.

Comment: Protective custody should be used only for short periods of time, except when an inmate needs long-term protection and the facts are well documented. Admission to protective custody should be fully documented with a consent form signed by the inmate.

4-4252
(Ref. 3-4240)

Written policy, procedure, and practice provide that an inmate is placed in disciplinary detention for a rule violation only after a hearing by the disciplinary committee or hearing examiner.

Comment: None.

4-4253
(Ref. 3-4241)

Written policy, procedure, and practice provide for a review of the status of inmates in administrative segregation and protective custody by the

classification committee or other authorized staff group every seven days for the first two months and at least every 30 days thereafter.

Comment: A hearing should be held to review the status of any inmate who spends more than seven continuous days in administrative segregation and protective custody to determine whether the reasons for the placement still exist.

**4-4254
(Ref. 3-4242)**

Written policy, procedure, and practice specify the review process used to release an inmate from administrative segregation and protective custody.

Comment: An inmate should be released by action of the appropriate authority.

**4-4255
(2010 Supplement)**

Revised August 2008. There is a sanctioning schedule for institutional rule violations. Continuous confinement for more than 30 days requires the review and approval of the warden/superintendent or designee. Inmates held in disciplinary detention for periods exceeding 60 days are provided the same program services and privileges as inmates in administrative segregation and protective custody.

Comment: The time an inmate spends in disciplinary detention should be proportional to the offense committed, taking into consideration the inmate's prior conduct, specific program needs, and other relevant factors.

**4-4255
(Ref. 3-4243)**

There is a sanctioning schedule for institutional rule violations. Continuous confinement for more than 30 days requires the review and approval of the warden/superintendent. Inmates held in disciplinary detention for periods exceeding 60 days are provided the same program services and privileges as inmates in administrative segregation and protective custody.

Comment: The time an inmate spends in disciplinary detention should be proportional to the offense committed, taking into consideration the inmate's prior conduct, specific program needs, and other relevant factors.

**4-4256
(Ref. 3-4244)**

Written policy, procedure, and practice provide that a qualified mental health professional personally interviews and prepares a written report on any inmate remaining in segregation for more than 30 days. If confinement continues beyond 30 days, a mental health assessment by a qualified mental health professional is made at least every three months – more frequently if prescribed by the chief medical authority.

Comment: Inmates whose movements are restricted in segregation units may develop symptoms of acute anxiety or other mental problems; regular psychological assessment is necessary to ensure the mental health of any inmate confined in such a unit beyond 30 days.

Supervision

**4-4257
(Ref. 3-4245)**

Written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer at least every 30 minutes on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under continuing observation.

Comment: None.

Written policy, procedure, and practice provide that inmates in segregation receive daily visits from the senior correctional supervisor in charge, daily visits from a qualified health care official (unless medical attention is needed more frequently), and visits from members of the program staff upon request.

Comment: Because they are restricted from normal movement within the institution, it is imperative that inmates in segregation are visited regularly by key staff members who can ensure that their health and well-being are maintained.

4-4259
(Ref. 3-4247)

Written policy and procedure govern the selection criteria, supervision, and rotation of staff who work directly with inmates in segregation on a regular and daily basis.

Comment: Procedures should be established to supervise and evaluate the on-the-job performance of all staff who work with inmates in segregation, and there should be administrative procedures for promptly removing ineffective staff. Officers assigned to these positions should have completed their probationary period. The need for rotation should be based on the intensity of the assignment.

4-4260
(Ref. 3-4248)

Written policy, procedure, and practice provide that staff operating segregation units maintain a permanent log.

Comment: The log should contain the following information for each inmate admitted to segregation: name, number, housing location, date admitted, type of infraction or reason for admission, tentative release date, and special medical or psychiatric problems or needs. The log also should be used to record all visits by officials who inspect the units or counsel the inmates, all unusual inmate behavior, and all releases.

General Conditions of Confinement

4-4261
(Ref. 3-4249)

Written policy, procedure, and practice provide that all inmates in segregation are provided prescribed medication, clothing that is not degrading, and access to basic personal items for use in their cells unless there is imminent danger that an inmate or any other inmate(s) will destroy an item or induce self-injury.

Comment: Inmates in segregation should be provided basic items needed for personal hygiene as well as items such as eyeglasses and writing materials. Clothing should be that of the general population unless an adjustment is necessary for self-protection, such as removal of a belt to prevent a suicide attempt, and any clothing adjustment should be justified in writing by an appropriate official. If a supervisor judges that there is imminent danger that an inmate will destroy an item or use it to induce self-injury, the inmate may be deprived of the item; in such cases, every effort should be made to supply a substitute for the item or to permit the inmate to use the item under the supervision of an officer.

4-4262
(Ref. 3-4250)

Written policy, procedure, and practice provide that inmates in segregation have the opportunity to shave and shower at least three times per week.

Comment: Inmates in segregation should have the opportunity to maintain an acceptable level of personal hygiene unless these procedures cause an undue security hazard. If conditions permit, the inmates should be able to shower daily.

4-4263
(Ref. 3-4251)

Written policy, procedure, and practice provide that inmates in segregation receive laundry, barbering, and hair care services and are issued and

exchange clothing, bedding, and linen on the same basis as inmates in the general population. Exceptions are permitted only when found necessary by the senior officer on duty; any exception is recorded in the unit log and justified in writing.

Comment: None.

4-4264
(Ref. 3-4252)

Alternative meal service may be provided to an inmate in segregation who uses food or food service equipment in a manner that is hazardous to self, staff, or other inmates. Alternative meal service is on an individual basis, is based on health or safety considerations only, meets basic nutritional requirements, and occurs with the written approval of the warden/superintendent and responsible health authority. The substitution period shall not exceed seven days.

Comment: None.

4-4265
(Ref. 3-4253)

Written policy, procedure, and practice provide that whenever an inmate in segregation is deprived of any usually authorized item or activity, a report of the action is filed in the inmate's case record and forwarded to the chief security officer.

Comment: The report should identify the inmate, item or activity deprived of, and the reasons for the action. The report should be forwarded to the chief security officer as soon as possible; approval for removing all of an inmate's personal items should be obtained in advance from the warden/superintendent or designee. No item or activity should be withheld for the purpose of punishment or for longer than necessary to ensure the safety and well-being of the inmate and others.

Programs and Services

Mail

4-4266
(Ref. 3-4254)

Written policy, procedure, and practice provide that inmates in segregation can write and receive letters on the same basis as inmates in the general population.

Comment: Letters should be delivered promptly. Any item rejected consistent with policy and procedure should be returned to the sender, and the inmate should be advised of the reason for the rejection.

Visiting

4-4267
(Ref. 3-4255)

Written policy, procedure, and practice provide that inmates in segregation have opportunities for visitation unless there are substantial reasons for withholding such privileges.

Comment: Every effort should be made to notify approved visitors of any restrictions on visiting; if time allows, the burden of this notification may be placed on the inmate.

Access to Legal and Reading Materials

4-4268
(Ref. 3-4256)

Written policy, procedure, and practice provide that inmates in segregation have access to legal materials.

Comment: To ensure legal rights, inmates in segregation should have access to

both personal legal materials and available legal reference materials. Reasonable arrangements should be made to assist the inmates in meeting court deadlines.

4-4269
(Ref. 3-4257)

Written policy, procedure, and practice provide that inmates in segregation have access to reading materials.

Comment: Inmates in segregation should be provided a sufficient quantity of reading materials and have an opportunity to borrow reading materials from the institution's library.

Exercise Outside of Cell

4-4270
(Ref. 3-4258)

Written policy, procedure, and practice provide that inmates in segregation receive a minimum of one hour of exercise per day outside their cells, five days per week, unless security or safety considerations dictate otherwise.

Comment: Inmates in segregation should be provided with the opportunity to exercise in an area designated for this purpose, with opportunities to exercise outdoors, weather permitting, unless security or safety considerations dictate otherwise. A written record should be kept of each inmate's participation in the exercise program. Reasons for the imposition of constraints should be documented.

Telephone Privileges

4-4271
(2010 Supplement)

Revised August 2005. Written policy, procedure, and practice provide that inmates in administrative segregation and protective custody are allowed telephone privileges.

Comment: None.

4-4271
(Ref. 3-4259)

Written policy, procedure, and practice provide that inmates in administrative segregation and protective custody are allowed telephone privileges.

Comment: This standard also applies to inmates held in disciplinary detention for more than 60 days.

4-4272
(Ref. 3-4260)

Written policy, procedure, and practice provide that, unless authorized by the warden/superintendent or designee, inmates in disciplinary detention are allowed limited telephone privileges except for calls related specifically to access to the attorney of record.

Comment: None.

Administrative Segregation/Protective Custody

4-4273
(Ref. 3-4261)

Written policy, procedure, and practice provide that inmates in administrative segregation and protective custody have access to programs and services that include, but are limited to, the following: educational services, commissary services, library services, social services, counseling services, religious guidance, and recreational programs.

Comment: Although services and programs cannot be identical to those provided to the general population, there should be no major differences for reasons other than danger to life, health, or safety. Inmates in administrative segregation and protective custody should have the opportunity to receive treatment from professionals such as

social workers, psychologists, counselors, and psychiatrists. The standard also applies to inmates held in disciplinary detention for more than 60 days.

Section E: Inmate Rights

Principle: The institution protects the safety and constitutional rights of inmates and seeks a balance between expression of individual rights and preservation of institutional order.

Access to Courts

4-4274
(Ref. 3-4262)

Written policy, procedure, and practice ensure the right of inmates to have access to courts.

Comment: The right of access to the courts minimally provides that inmates have the right to present any issue, including the following: challenging the legality of their conviction or confinement; seeking redress for illegal conditions or treatment while under correctional control; pursuing remedies in connection with civil legal problems; and asserting against correctional or other government authority any other rights protected by constitutional or statutory provision or common law. Inmates seeking judicial relief are not subjected to reprisals or penalties because of the decision to seek such relief.

Access to Counsel

4-4275
(Ref. 3-4263)

Written policy, procedure, and practice ensure and facilitate inmate access to counsel and assist inmates in making confidential contact with attorneys and their authorized representatives; such contact includes, but is not limited to, telephone communications, uncensored correspondence, and visits.

Comment: Institutional authorities should assist inmates in making confidential contact with attorneys and their authorized representatives; these representatives may include law students, special investigators, lay counsel, or other persons who have a legitimate connection with the legal issue being pursued. Provision should be made for visits during normal institutional hours, uncensored correspondence, telephone communications, and after-hours visits requested because of special circumstances.

Access to Law Library

4-4276
(Ref. 3-4264)

Written policy, procedure, and practice provide for the right of inmates to have access to an appropriate law library and to paper, typewriters or typing services, and other supplies and services related to legal matters. The law library includes, at a minimum, relevant and up-to-date constitutional, statutory, and case law materials, applicable court rules, and practice treatises. When an inmate is unable to make meaningful use of the law library on his or her own, the additional assistance necessary for effective access is provided.

Comment: The constitutional right of access to the courts requires that inmates who request assistance in preparing and filing legal papers receive the assistance necessary. This should include assistance from persons with legal training, law school legal assistance programs, public defender's offices, and law library facilities. State court rulings suggest that the law library should include, at a minimum, state

and federal constitutions, state statutes and decisions, procedural rules and decisions and related commentaries, federal case law materials, court rules and practice treatises, and legal periodicals and indices.

Access to Programs and Services

4-4277
(Ref. 3-4265) **Written policy, procedure, and practice prohibit discrimination based on an inmate's race, religion, national origin, sex, disability, or political views in making administrative decisions and in providing access to programs.**

Comment: Inmates should be assured equal opportunities to participate in all institutional programs.

4-4278
(Ref. 3-4266) **Written policy, procedure, and practice provide that male and female inmates housed in the same institution have separate sleeping quarters but equal access to all available services and programs. Neither sex is denied opportunities solely on the basis of their smaller number in the population.**

Comment: Institutions housing males and females should be smaller than other institutions. Coeducational programming is not desirable in any maximum-security institution.

Access to Media

4-4279
(Ref. 3-4267) **Written policy, procedure, and practice provide for reasonable access between inmates and the communications media, subject only to the limitations necessary to maintain order and security and protect inmates' privacy. Media requests for interviews and the inmate's consent are in writing.**

Comment: Except in emergencies such as disorders and escapes, inmates should have free access to the general public through the communications media or other legitimate intermediary.

4-4280
(Ref. 3-4267-1) **Written policy, procedure, and practice provide that foreign nationals have access to the diplomatic representative of their country of citizenship.**

Comment: Staff assistance should be provide to enable foreign nationals to contact their diplomatic representative.

Protection from Harm

4-4281
(Ref. 3-4268) **(MANDATORY) Written policy, procedure, and practice protect inmates from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment.**

Comment: In situations where physical force or disciplinary detention is required, only the least drastic means necessary to secure order or control should be used. Administrative segregation should be used to protect inmates from themselves or other inmates.

4-4281-1
(2010 Supplement) **Added August 2002. Written policy, procedure, and practice ensure that information is provided to offenders about sexual abuse/assault including:**

- prevention/intervention
- self-protection

- reporting sexual abuse/assault
- treatment and counseling

The information is communicated orally and in writing, in a language clearly understood by the offender, upon arrival at the facility.

Comment: None.

4-4281-2
(2010 Supplement)

Added January 2003. Inmates are screened within 24 hours of arrival at the facility for potential vulnerabilities or tendencies of acting out with sexually aggressive behavior. Housing assignments are made accordingly.

Comment: None.

4-4281-3
(2010 Supplement)

Added January 2003. Written policy, procedure, and practice require that an investigation is conducted and documented whenever a sexual assault or threat is reported.

Comment: The agency should report occurrences/allegations of sexual assault or threat in accordance with the laws of the jurisdiction. The investigation may be limited by what is allowed by the laws of the jurisdiction.

4-4281-4
(2010 Supplement)

Added January 2003. Written policy, procedure, and practice require that inmates identified as high risk with a history of sexually assaultive behavior are assessed by a mental health or other qualified professional. Inmates with a history of sexually assaultive behavior are identified, monitored, and counseled.

Comment: None.

4-4281-5
(2010 Supplement)

Added January 2003. Written policy, procedure, and practice provide that inmates identified as at risk for sexual victimization are assessed by a mental health or other qualified professional. Inmates at risk for sexual victimization are identified, monitored, and counseled.

Comment: None.

4-4281-6
(2010 Supplement)

Added January 2003. Written policy, procedure, and practice ensure that sexual conduct between staff and inmates, volunteers, or contract personnel and inmates, regardless of consensual status, is prohibited and subject to administrative and criminal disciplinary sanctions.

Comment: None.

4-4281-7
(2010 Supplement)

Added January 2003. Written policy, procedure, and practice provide that inmates who are victims of sexual abuse have the option to report the incident to a designated staff member other than an immediate point-of-contact line officer.

Comment: None.

4-4281-8
(2010 Supplement)

Added January 2003. Written policy, procedure, and practice provide that all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment and/or counseling are retained in accordance with an established

schedule.

Comment: None.

Protection from Unreasonable Searches

**4-4282
(Ref. 3-4269)** **Written policy, procedure, and practice govern all searches and preservation of evidence when an inmate is suspected of a new crime. Such searches are authorized only by the warden/superintendent or designee unless immediate action is necessary; in such cases the warden/superintendent or designee is fully informed as soon as possible after the search.**

Comment: Searches directed at solving a possible new crime should include provisions for the preservation of evidence as well as the legal protection of individual rights afforded under the Fourth Amendment. Regulations should specify the circumstances and manner in which such searches are to be conducted.

Freedom in Personal Grooming

**4-4283
(Ref. 3-4270)** **Written policy, procedure, and practice allow freedom in personal grooming except when a valid interest justifies otherwise.**

Comment: Inmates should be permitted freedom in personal grooming as long as their appearance does not conflict with the institution's requirements for safety, security, identification, and hygiene. All regulations concerning personal grooming should be the least restrictive necessary.

Grievance Procedures

**4-4284
(Ref. 3-4271)** **There is written inmate grievance procedure that is made available to all inmates and that includes at least one level of appeal.**

Comment: A grievance procedure is an administrative means for the expression and resolution of inmate problems. The institution's grievance mechanism should include provisions for the following: written responses to all grievances, including the reasons for the decision; response within a prescribed, reasonable time limit, with special provisions for responding to emergencies; supervisory review of grievances; participation by staff and inmates in the procedure's design and operation; access by all inmates, with guarantees against reprisals; applicability over a broad range of issues; and means for resolving questions of jurisdiction.

4. Institutional Services

Section A: Reception and Orientation

Principle: All incoming inmates undergo thorough screening and assessment at admission and receive a thorough orientation to the institution's procedures, rules, programs, and services.

Admission

**4-4285
(Ref. 3-4272)** **Written policies and procedures govern the admission of inmates new to the system. These procedures include, at a minimum, the following:**

- **determining that the inmate is legally committed to the institution**
- **thorough searching of the individual and possessions**
- **disposing of personal property**
- **showering and hair care, if necessary**
- **issuing of clean, laundered clothing as needed**
- **photographing and fingerprinting, including notation of identifying marks or other unusual physical characteristics**
- **medical, dental, and mental health screening**
- **assigning to housing unit**
- **recording basic personal data and information to be used for mail and visiting list**
- **explaining mail and visiting procedures**
- **assisting inmates in notifying their next of kin and families of admission**
- **assigning of registered number to the inmate**
- **giving written orientation materials to the inmate**
- **documenting any reception and orientation procedure completed at a central reception facility**

Comment: Staff should explain the procedures being undertaken at each step in the admissions process. When necessary, these procedures should be reviewed for inmates transferred from within the system.

4-4286
(Ref. 3-4273)

Written policy, procedure, and practice require the preparation of a summary admission report for all new admissions. The report includes, at a minimum, the following information:

- **legal aspects of the case**
- **summary of criminal history, if any**
- **social history**
- **medical, dental, and mental health history**
- **occupational experience and interests**
- **educational status and interests**
- **vocational programming**
- **recreational preference and needs assessment**
- **psychological evaluation**
- **staff recommendations**
- **preinstitutional assessment information**

Comment: The summary admission report is the first document in the inmate's cumulative case record and identifies areas for follow-up. This document may be duplicated and used by the classification committee and other staff in developing the inmate's program

Reception and Orientation

4-4287
(2010 Supplement)

Revised January 2006. Written policy, procedure, and practice provide for a reception program for new inmates upon admission to the correctional system. Except in unusual circumstances, initial reception and orientation of inmates is completed within 30 calendar days after admission.

Comment: The daily program in the reception unit should include interviews, tests, and other admissions-related activities, including distribution of information on programs and services. New inmates should be provided reading materials, be

permitted to attend religious services, receive exercise on the same schedule as the general population, and perform work assignments on the reception unit.

4-4287
(Ref. 3-4274)

There is a program for inmates during the reception period.

Comment: The daily program in the reception unit should include interviews, tests, and other admissions-related activities, including distribution of information on programs and services. New inmates should be provided reading materials, be permitted to attend religious services, receive exercise on the same schedule as the general population, and perform work assignments on the reception unit.

New Inmates

4-4288
(Ref. 3-4275)

Written policy, procedure, and practice provide that new inmates receive written orientation materials and/or translations in their own language. When a literacy problem exists, a staff member assists the inmate in understanding the material. Completion of orientation is documented by a statement signed and dated by the inmate.

Comment: Orientation should include formal classes, distribution of written materials about the institution's programs, rules, and regulations, and discussion. Orientation should also be used to observe inmate behavior and to identify special problems.

4-4289
(2010 Supplement)

Deleted January 2006.

4-4289
(Ref. 3-4276)

Written policy, procedure, and practice provide that, except in unusual circumstances, initial reception and orientation of inmates is completed within four weeks after admission.

Comment: Inmates should be removed from the reception unit as soon as possible.

Transfers

4-4290
(2010 Supplement)

Revised January 2006. Written policy, procedure, and practice ensure that inmates transferred from other institutions within the correctional system receive an orientation to the new institution. Except in unusual circumstances, reception and orientation for inmates transferred from another institution within the system is completed within seven calendar days after admission.

Comment: Every institution has procedures, rules, and regulations unique to its purposes, physical plant, and security status. Inmates transferred within the correctional system should be provided with the necessary information about the new institution.

4-4290
(Ref. 3-4277)

Inmates transferred from other institutions receive an orientation to the new institution.

Comment: Every institution has procedures, rules, and regulations unique to its purposes, physical plant, and security status. Inmates transferred within the correctional system should be provided with the necessary information about the new institution.

4-4291
(2010 Supplement)

Deleted January 2006.

**4-4291
(Ref. 3-4278)** **Written policy, procedure, and practice provide that, except in unusual circumstances, reception and orientation for inmates transferred from another institution within the correctional system is completed within one week after admission.**

Comment: None.

Personal Property

**4-4292
(Ref. 3-4279)** **Written policy and procedure govern the control of personal property and funds belonging to inmates; these policies and procedures are reviewed annually and updated as needed and are made available to inmates upon admission and when updated.**

Comment: None.

**4-4293
(Ref. 3-4280)** **Written policy, procedure, and practice specify the personal property inmates can retain in their possession.**

Comment: Policy should allow inmates to keep personal property items that do not threaten institutional order, safety, or security.

**4-4294
(Ref. 3-4281)** **Written policy and procedure govern the control and safeguarding of inmate personal property. Personal property retained at the institution is itemized in a written list that is kept in the permanent case file; the inmate receives a current copy of this list.**

Comment: All personal property retained at the institution should be accurately inventoried and securely stored. The inventory list should be signed by the inmate and a receipt given to the inmate for all funds and possessions stored. The property should be available if required by the inmate and should be returned at the time of release, with a receipt signed by the inmate acknowledging return of the property.

Section B: Classification

Principle: Inmates are classified to the most appropriate level of custody and programming both on admission and upon review of their status.

Classification Plan

**4-4295
(2010 Supplement)** **Revised August 2009. Written policy, procedure, and practice provide for a written inmate classification plan. The plan specifies the objectives of the classification system and methods for achieving them, and it provides a monitoring and evaluation mechanism to determine whether the objectives are being met.**

Comment: The classification system should consider an assessment of risk and the efficient management of the inmate population. No inmate should receive more surveillance or assistance than required or be kept in a more secure status than potential risk requires.

**4-4295
(Ref. 3-4282)** **Written policy, procedure, and practice provide for a written inmate classification plan. The plan specifies the objectives of the classification**

system and methods for achieving them, and it provides a monitoring and evaluation mechanism to determine whether the objectives are being met. The plan is reviewed at least annually and updated as needed.

Comment: The classification system should consider an assessment of risk and the efficient management of the inmate population. No inmate should receive more surveillance or assistance than required or be kept in a more secure status than potential risk requires.

**4-4296
(Ref. 3-4283)**

The classification system specifies the level of custody required and provides for a regular review of each classification.

Comment: A correctional system should provide at least three levels of custodial control. All inmates should be assigned to the least restrictive custody level necessary.

**4-4297
(Ref. 3-4284)**

The classification plan provides for maximum involvement of representatives of relevant institutional programs and the inmate concerned in classification reviews.

Comment: The classification process requires the cooperation and input of both the inmate and the institution's program personnel. Inmates should participate in assessing their needs and selecting programs to meet those needs.

**4-4298
(Ref. 3-4285)**

The institution or parent agency solicits and uses preinstitutional assessment information regarding the inmate's progress and adjustment.

Comment: Information on any inmate who has had contact with the criminal justice system (for instance, in local detention facilities or work release programs) should be solicited and incorporated in the institution's classification decision.

**4-4299
(Ref. 3-4286)**

At initial classification, each inmate is assigned to a staff member to ensure supervision and personal contact; a unit management team may perform this function.

Comment: Each inmate should be assigned to a staff member such as a counselor or to a unit management team to be assured access to at least one employee for advice and assistance. The staff member or team is expected to maintain continuing personal contact with the inmate.

Classification Status Reviews

**4-4300
(Ref. 3-4287)**

The written plan for inmate classification specifies that each inmate's classification status is reviewed at least every 12 months.

Comment: The classification (program) review includes review of all matters affecting the inmate's status, including custody. Schedules for classification reviews vary according to the type of institution, inmate population profile, average length of sentence, and so on. Institutions serving younger individuals and those with relatively short sentences should conduct classification reviews at least every three months.

**4-4301
(Ref. 3-4288)**

The classification plan specifies criteria and procedures for determining and changing an inmate's program status; the plan includes at least one level of appeal.

Comment: Program status decisions include level of custody, transfer to another institution, and other program changes but do not include disciplinary action.

4-4302
(Ref. 3-4289)

Written policy, procedure, and practice require that unless precluded for security or other substantial reasons, all inmates appear at their classification hearing and are given notice 48 hours prior to the hearing; such notice may be waived by the inmate in writing.

Comment: Inmates should have sufficient time and assistance, if requested, to prepare for their classification hearings.

4-4303
(Ref. 3-4290)

Written policy, procedure, and practice specify the conditions under which an inmate can initiate a review of progress and program status.

Comment: Inmates should be allowed to initiate reviews that determine the extent of their progress and the effectiveness of their programming.

Preparole Progress Report

4-4304
(Ref. 3-4291)

The classification plan specifies that prior to a parole hearing a progress report is made available to the paroling authority. The report includes a current and complete history of the inmate's activities in the institution and a proposed parole plan.

Comment: The progress report should include the inmate's plans for parole.

Special Needs Inmates

4-4305
(Ref. 3-4292)

Written policy, procedure, and practice provide for identification of special needs inmates.

Comment: Special needs inmates include, but are not limited to, drug addicts and drug abusers, alcoholics and alcohol abusers, inmates who are emotionally disturbed or suspected of being mentally ill, the mentally retarded, and those who pose a high risk or require protective custody. Procedures should identify the number, type, and frequency of commitment for special needs inmates, and special programs should be instituted for their appropriate management when the numbers or frequency of commitment warrant. Every possible effort should be made to place the mentally ill and mentally retarded in a noncorrectional setting.

Adjudicated Youth and Status Offenders

4-4306
(Ref. 3-4293)

(MANDATORY) Written policy, procedure, and practice provide that adjudicated delinquent offenders and youths charged with offenses that would not be crimes if committed by adults do not reside in the institution.

Comment: None.

Youthful Offenders

4-4307
(Ref. 3-4293-1)

If youthful offenders are housed in the facility, written policy, procedure, and practice provide that they are housed in a specialized unit for youthful offenders except when:

- a violent, predatory youthful offender poses an undue risk of harm to others within the specialized unit; and/or
- a qualified medical or mental-health specialist documents that the youthful offender would benefit from placement outside the unit.

Written policy, procedure, and practice provide for the preparation of a written statement of the specific reasons for housing a youthful offender outside the specialized unit and a case-management plan specifying what behaviors need to be modified and how the youthful may return to the unit. The statement of reasons and case-management plan must be approved by the warden or his or her designee. Cases are reviewed at least quarterly by the case manager, the warden or his or her designee, and the youthful offender to determine whether a youthful offender should be returned to the specialized unit.

Comment: ACA policy prohibits confinement of youthful offenders in an adult facility; however, where the laws of the jurisdiction require such confinement, the provisions of the standard must be met.

4-4308
(Ref. 3-4293-2)

Written policy, procedure, and practice provide for the direct supervision of youthful offenders housed in the specialized unit to ensure safety and security.

Comment: None.

4-4309
(Ref. 3-4293-3)

Written policy, procedure, and practice provide for classification plans for youthful offenders that determine level of risk and program needs developmentally appropriate for adolescents. Classification plans shall include consideration of physical, mental, social, and educational maturity of the youthful offender.

Comment: None.

4-4310
(Ref. 3-4293-4)

Written policy, procedure, and practice require that adequate program space be provided to meet the physical, social, and emotional needs of youthful offenders and allows for their personal interactions and group-oriented activities.

Comment: None.

4-4311
(Ref. 3-4293-5)

Written policy, procedure, and practice provide that youthful offenders in the specialized unit for youthful offenders have no more than incidental sight or sound contact with adult offenders from outside the unit living, program, dining, or other common areas of the facility. Any other sight or sound contact is minimized, brief, and in conformance with applicable legal requirements.

Comment: This standard generally precludes sight or sound contact between youthful offenders and adult offenders in living, program, dining, or other common areas of the facility. Any other sight or sound contact is minimized, brief, and in conformance with applicable legal requirements.

The standard permits incidental contact between youthful and adult offenders in certain limited situations, such as when adult offenders who work in the kitchen serve food to youthful offenders. In addition, unavoidable sound contact between youthful and adult offenders might, in some circumstances, not violate the standard.

Written policy, procedure, and practice require that program personnel who work with youthful offenders from the specialized unit be trained in the developmental, safety, and other specific needs of youthful offenders. Written job descriptions and qualifications require training for staff specifically assigned to the unit or staff who are responsible for programming of youthful offenders in the specialized unit before being assigned to work with youthful offenders. The training should include but not be limited to the following areas:

- adolescent development
- educational programming
- cultural awareness
- crisis prevention and intervention
- legal issues
- housing and physical plant
- policies and procedures
- the management of, and programming for, sex offenders
- substance-abuse services
- cognitive-behavioral interventions, including anger management, social-skills training, problem solving, and resisting peer pressure
- suicide prevention
- nutrition
- mental-health issues
- gender-specific issues
- case-management planning and implementation

Comment: None.

4-4312-1
(2010 Supplement)

Added August 2005. Written policy, procedure, and practice provide for a system that identifies and monitors the movements and activities of inmates who pose a significant concern to the safety, security, and orderly management of correctional institutions. This system should ensure that appropriate staff are made aware of these inmates and that procedures exist to ensure information is current and communicated in a timely fashion.

Comment: Inmates who pose a significant concern include but are not limited to disruptive gang members, domestic and international terrorists, and other inmates the facility determines are security threats.

Section C: Food Service

Principle: Meals are nutritionally balanced, well-planned, and prepared and served in a manner that meets established governmental health and safety codes.

Food Service Management

4-4313
(Ref. 3-4294)

Food service operations are supervised by a full-time staff member who is experienced in food service management.

Comment: The food service manager should have the resources, authority, and responsibility to provide complete food service for the institution, including three nutritionally adequate, palatable, and attractive meals a day produced under sanitary conditions and at reasonable costs. The food service manager should have a minimum of three years' experience in food service management.

Budgeting and Purchasing

4-4314
(Ref. 3-4295)

Written policy, procedure, and practice specify the food service budgeting, purchasing, and accounting practices including, but not limited to, the following systems:

- food expenditure cost accounting designed to determine cost per meal per inmate
- estimation of food service requirements
- purchase of supplies at wholesale and other favorable prices and conditions, when possible
- determination of and responsiveness to inmate eating preferences
- refrigeration of food, with specific storage periods

Comment: None.

4-4315
(Ref. 3-4296)

Written policy, procedure, and practice require that accurate records are maintained of all meals served.

Comment: A uniform system should be established to record the number, cost, and type of meals served inmates, employees, guests, and visitors. Employees, guests, and visitors should be served the same food inmates are served. Food service records should include published menus, information on waste, food costs, and nutritional accounting, and notation of food products raised or produced in the system.

Dietary Allowances

4-4316
(Ref. 3-4297)

(MANDATORY) There is documentation that the institution's dietary allowances are reviewed at least annually by a qualified nutritionist or dietician to ensure that they meet the nationally recommended allowances for basic nutrition. Menu evaluations are conducted at least quarterly by institution food service supervisory staff to verify adherence to the established basic daily servings.

Comment: Dietary allowances, as adjusted for age, sex, and activity, should meet or exceed the recommended dietary allowances published by the National Academy of Sciences. A qualified nutritionist or dietician is a person registered or eligible for registration by the American Dietetic Association or who has the documented equivalent in education, training, or experience, with evidence of relevant continuing education.

Menu Planning

4-4317
(Ref. 3-4298)

Written policy, procedure, and practice require that food service staff plan menus in advance and substantially follow the plan and that the planning and preparing of all meals take into consideration food flavor, texture, temperature, appearance, and palatability.

Comment: All menus, including special diets, should be planned, dated, and available for review at least one week in advance. Any substitutions in the meals actually served should be noted and should be of equal nutritional value. A file of tested recipes adjusted to a yield appropriate for the facility's size should be

maintained on the premises. Food should be served as soon as possible after preparation and at an appropriate temperature. Clinical diets should be approved by a qualified nutritionist or dietician and documented accordingly.

Therapeutic Diets

4-4318
(2010 Supplement)

Revised August 2004. Therapeutic diets are provided as prescribed by appropriate clinicians. A therapeutic diet manual is available in health services and food services for reference and information. Prescriptions for therapeutic diets should be specific and complete, furnished in writing to the food service manager, and rewritten annually, or more often as clinically indicated.

Comment: Therapeutic diets are prepared and served to offenders according to the orders of the treating clinician or as directed by the responsible health authority. Therapeutic diets should be kept as simple as possible and should conform as closely as possible to the foods served other offenders.

4-4318
(Ref. 3-4299)

(MANDATORY) Therapeutic diets are provided as prescribed by appropriate clinicians. A therapeutic diet manual is available in the health services and food services areas for reference and information.

Comment: Therapeutic diets are prepared and served to offenders according to the orders of the treating clinician or as directed by the responsible health authority. Prescriptions for therapeutic diets should be specific and complete, furnished in writing to the food service manager, and rewritten quarterly. Therapeutic diets should be kept as simple as possible and should conform as closely as possible to the foods served other offenders.

4-4319
(Ref. 3-4300)

Written policy, procedure, and practice provide for special diets for inmates whose religious beliefs require the adherence to religious dietary laws.

Comment: Religious diets should be approved by the chaplain. Religious diet prescriptions should be specific and complete, furnished in writing to the food service manager, and rewritten monthly. Special diets should be kept as simple as possible and should conform as closely as possible to the foods served other inmates.

4-4320
(Ref. 3-4301)

Written policy precludes the use of food as a disciplinary measure.

Comment: All inmates and staff except those on special medical or religious diets should eat the same meals. Food should not be withheld, nor the standard menu varied, as a disciplinary sanction for an individual inmate. The standard does not preclude rewarding groups of inmates with special foods in return for special services or under special circumstances.

Health and Safety Regulations

4-4321
(Ref. 3-4302)

(MANDATORY) There is documentation by an independent, outside source that food service facilities and equipment meet established governmental health and safety codes; corrective action is taken on deficiencies, if any.

Comment: Food service facilities and equipment should meet all standards and requirements set by qualified professional and/or governmental bodies. Food service personnel should be trained in accident prevention, first aid, use of safety devices, floor care, knife storage, and use of fire extinguishers. They should attend

regular meetings to discuss accident prevention and analyze major accidents to prevent recurrence.

4-4322
(Ref. 3-4303)

(MANDATORY) Written policy, procedure, and practice provide for adequate health protection for all inmates and staff in the institution, and inmates and other persons working in the food service, including the following:

- Where required by the laws and/or regulations applicable to food service employees in the community where the facility is located, all persons involved in the preparation of food receive a preassignment medical examination and periodic reexaminations to ensure freedom from diarrhea, skin infections, and other illnesses transmissible by food or utensils; all examinations are conducted in accordance with local requirements.
- When the institution's food services are provided by an outside agency or individual, the institution has written verification that the outside provider complies with the state and local regulations regarding food service.
- All food handlers are instructed to wash their hands upon reporting to duty and after using toilet facilities.
- Inmates and other persons working in food service are monitored each day for health and cleanliness by the director of food services (or designee).

Comment: All food service personnel should be in good health and free from communicable disease and open infected wounds; have clean hands and fingernails; wear hair nets or caps; wear clean, washable garments; and employ hygienic food-handling techniques. Federal facilities should apply appropriate regulations such as those of the U.S. Public Health Service.

Inspections Food Products

4-4323
(Ref. 3-4304)

When required by statute, food products that are grown or produced within the system are inspected and approved by the appropriate government agency. There is a distribution system that ensures prompt delivery of foodstuffs to institution kitchens.

Comment: All such foodstuffs should meet or surpass government inspection levels, and the distribution system should ensure that they are delivered when fresh and in a condition for optimum food service.

Government inspection of food grown in inmate gardens and used in food service is not required where the garden is not part of a larger agriculture operation and the inmate does not work full-time at food production for use by the inmate population; all garden-grown food should, however, be inspected by food service personnel prior to use.

Facilities and Equipment

4-4324
(Ref. 3-4305)

(MANDATORY) Written policy, procedure, and practice require weekly inspections of all food services areas, including dining and food preparation areas and equipment, by administrative, medical, or dietary personnel; these may include the person supervising food service operations or his/her designee. Refrigerator and water temperatures are checked daily by

administrative, medical, or dietary personnel.

Comment: All areas and equipment related to food preparation (for instance, ranges, ovens, refrigerators, mixers, dishwashers, garbage disposals) require frequent inspections to ensure their sanitary and operating condition. Water temperature on the final dishwasher rinse should be 180 degrees Fahrenheit; between 140 degrees Fahrenheit and 160 degrees Fahrenheit is appropriate if a sanitizer is used on the final rinse. The person conducting the inspection should have some training in food service operations.

**4-4325
(Ref. 3-4306)**

Written policy, procedure, and practice provide that stored shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless national or state health codes specify otherwise.

Comment: None.

Meal Service

**4-4326
(Ref. 3-4307)**

Written policy, procedure, and practice provide that meals are served under conditions that minimize regimentation, although there should be direct supervision by staff members.

Comment: Cafeteria facilities are preferable to inmate waiter service. The dining area should provide normal group eating facilities, and conversation should be permitted during dining hours. When possible, there should be "open" dining hours, thus eliminating traditional waiting lines and forced seating by housing, assignment, and so on. Full cutlery services should be provided based on a control system. All meals should be served under the direct supervision of staff.

**4-4327
(Ref. 3-4308)**

Space is provided for group dining except when security or safety considerations justify otherwise.

Comment: Meals should not be served in cells unless necessary for safety and security. When a meal must be served in a cell, a small table or shelf and some type of seating should be provided.

**4-4328
(Ref. 3-4309)**

Written policy, procedure, and practice require that at least three meals (including two hot meals) are provided at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food service demands provided basic nutritional goals are met.

Comment: When inmates are not routinely absent from the institution for work or other purposes, at least three meals should be provided at regular times during each 24-hour period.

Section D: Sanitation and Hygiene

Principle: The institution's sanitation and hygiene program complies with applicable regulations and standards of good practice to protect the health and safety of inmates and staff.

Sanitation Inspections

(MANDATORY) The facility complies with all applicable health codes and regulations of the governing jurisdiction, and there is documentation by an independent, outside source that any past deficiencies noted in annual inspections have been corrected. Copies of all inspections will be forwarded to both the facility or program administrator and the health authority. The following facility inspections are required:

- weekly sanitation inspections of all facility areas by a qualified departmental staff member
- comprehensive and thorough monthly inspections by a safety or sanitation specialist
- at least annual inspections by federal, state, and/or local sanitation and health officials or other qualified person(s)

Comment: The safety/sanitation specialist responsible for conducting monthly inspections may be an institutional staff member who is trained in the application of jurisdictional codes and regulations. Periodically and on an as-needed basis, this individual is provided assistance from specialists regarding safety and sanitation requirements and inspections. Training for this individual may be provided through the agency's central office specialist(s) or by other applicable agencies.

Water Supply

4-4330
(Ref. 3-4311)

(MANDATORY) The institution's potable water source and supply, whether owned and operated by the public water department or the institution, is certified by an independent, outside source to be in compliance with jurisdictional laws and regulations.

Comment: None.

Waste Disposal

4-4331
(Ref. 3-4312)

(MANDATORY) The institution provides for a waste disposal system, in accordance with an approved plan by the appropriate regulatory agency.

Comment: Liquid and solid wastes should be collected, stored, and disposed of in a manner that will avoid nuisance and hazards and protect the health and safety of inmates and staff.

Housekeeping

4-4332
(Ref. 3-4313)

(MANDATORY) The institution provides for the control of vermin and pests.

Comment: Pest control professionals should be readily available to the institution to conduct regular monthly inspections and eradicate by whatever means is effective any insects, rodents, or vermin found.

4-4333
(Ref. 3-4314)

A written housekeeping plan for all areas of the facility's physical plant provides for daily housekeeping and regular maintenance by assigning specific duties and responsibilities to staff and inmates.

Comment: Effective housekeeping requires the development of a definite cleaning schedule with personnel and inmates assigned specific duties. Cleaning activities should be supervised at all times to ensure that the work performed is proper and thorough.

Clothing and Bedding Supplies

4-4334
(Ref. 3-4315) **The store of clothing, linen, and bedding exceeds that required for the facility's inmate population.**

Comment: More clothing, linen, and bedding should be available than needed at any one time, so there is no delay in replacing items.

4-4335
(Ref. 3-4316) **Written policy specifies accountability for inmate clothing and bedding.**

Comment: The issue of all clothing and bedding should be recorded, and inmates should be held accountable for its use.

Clothing Issue

4-4336
(2010 Supplement) **Revised August 2003. Written policy, procedure, and practice provide for the issue of suitable clothing to all inmates. Clothing is properly fitted, climatically suitable, durable, and presentable.**

Comment: A standard wardrobe should be provided at the time of admission and should include, as appropriate, shirts, blouses, dresses, trousers, skirts, belts, undergarments, slippers, socks, shoes, coats, jackets, and headwear. In addition to the standard issue of inmate clothing, civilian attire should be available in limited quantities for leisure, visiting, work release, and furloughs. Clothing provided should not be degrading or humiliating. Since the definition of these may be culturally determined, consideration should be given to the effect of clothing provided.

4-4336
(Ref. 3-4317) **Written policy, procedure, and practice provide for the issue of suitable clothing to all inmates. Clothing is properly fitted, climatically suitable, durable, and presentable.**

Comment: A standard wardrobe should be provided at the time of admission and should include, as appropriate, shirts, blouses, dresses, trousers, skirts, belts, undergarments, slippers, socks, shoes, coats, jackets, and headwear. In addition to the standard issue of inmate clothing, civilian attire should be available in limited quantities for leisure, visiting, work release, and furloughs.

4-4337
(Ref. 3-4318) **Written policy, procedure, and practice provide for the issue of special and, when appropriate, protective clothing and equipment to inmates assigned to the institution's food service, hospital, farm, garage, physical plant maintenance shops, and other special work details.**

Comment: Inmates assigned to special work areas should be clothed in accordance with the requirements of their work assignment and, when appropriate, be furnished with suitable protective equipment (disposable face masks and gloves, protective helmets, goggles, and so forth.).

4-4338
(Ref. 3-4319) **Inmates are provided the opportunity to have three complete sets of clean clothing per week. The facility may provide this clean clothing in several ways, including access to self-serve washer facilities, central clothing exchange, or a combination of the two. Wash basins in cells or rooms are not compliant.**

Comment: None.

**4-4339
(Ref. 3-4320)** **The institution provides for the thorough cleaning and, when necessary, disinfecting of inmate personal clothing before storage or before allowing the inmate to keep and wear personal clothing.**

Comment: Inmate personal clothing should be cleaned and disinfected to prevent odors and pests and should be stored outside of the inmate housing area.

Bedding and Linen Issue

**4-4340
(2010 Supplement)** **Revised August 2007. Written policy, procedure, and practice provide for the issue of suitable, clean bedding and linen, including two sheets, pillow and pillowcase, one mattress, not to exclude a mattress with integrated pillow, and sufficient blankets to provide comfort under existing temperature controls. There is provision for linen exchange, including towels, at least weekly. Blanket exchange must be available at least quarterly.**

Comment: None.

**4-4340
(Ref. 3-4321)** **Written policy, procedure, and practice provide for the issue of suitable, clean bedding and linen, including two sheets, pillow and pillowcase, one mattress, not to exclude a mattress with integrated pillow, and sufficient blankets to provide comfort under existing temperature controls. There is provision for linen exchange, including towels, at least weekly.**

Comment: None.

Bathing and Personal Hygiene

**4-4341
(Ref. 3-4322)** **There are sufficient bathing facilities in the housing areas to permit inmates in the general population to shower at least three times per week.**

Comment: Inmates in special jobs, such as food, medical, sanitation, or mechanical services, should be encouraged to bathe daily, and ideally each inmate should be permitted to shower daily.

**4-4342
(Ref. 3-4324)** **Articles necessary for maintaining proper personal hygiene are available to all offenders and provided to those who are indigent. Each offender should be provided soap, toilet paper, and a tooth brush, and toothpaste, denture cleaner and adhesives, if needed. Shaving equipment should be made available upon request, and the special hygiene needs of all offenders should be met.**

Comment: None.

Hair Care Services

**4-4343
(Ref. 3-4325)** **Written policy, procedure, and practice provide that hair care services that comply with applicable health requirements are available to inmates.**

Comment: Large facilities should designate a room for hair care services; small facilities can use any multipurpose room. In all cases, hair should be cut under sanitary conditions and in an area that permits observation by staff. Equipment should be stored securely when not in use.

Section E: Health Care

Goal: Provide appropriate and necessary health services and care for offenders.

PERFORMANCE STANDARD: CONTINUUM OF HEALTH CARE SERVICES

1A. Offenders have unimpeded access to a continuum of health care services so that their health care needs, including prevention and health education, are met in a timely and efficient manner.

OUTCOME MEASURES

1. Number of offenders with a positive tuberculin skin test on admission in the past 12 months divided by the annual number of admissions in the past 12 months.
2. Number of offenders diagnosed with active tuberculosis in the past 12 months divided by the average daily population in the past 12 months.
3. Number of conversions to a positive tuberculin skin test in the past 12 months divided by the number of tuberculin skin tests given in the past 12 months.
4. Number of offenders with a positive tuberculin skin test who complete prophylaxis treatment for tuberculosis in the past 12 months divided by the number of offenders with a positive tuberculin skin test on prophylaxis treatment for tuberculosis in the past 12 months.
5. Number of Hepatitis C positive offenders in the past 12 months divided by the average daily population in the past 12 months.
6. Number of HIV positive offenders in the past 12 months divided by the average daily population in the past 12 months.
7. Number of HIV positive offenders who are being treated with highly active antiretroviral treatment in the past 12 months divided by the number of known HIV positive offenders in the past 12 months.
8. Number of offenders diagnosed with an Axis I (excluding sole diagnosis of substance abuse) in the past 12 months divided by the average daily population in the past 12 months.
9. Number of offender suicide attempts in the past 12 months divided by the average daily population in the past 12 months.
10. Number of offender suicides in the past 12 months divided by the average daily population in the past 12 months.
11. Number of offender deaths due to homicide in the past 12 months divided by the average daily population in the past 12 months.
12. Number of offender deaths due to injuries in the past 12 months divided by the average daily population in the past 12 months.
13. Number of medically expected offender deaths in the past 12 months divided by the average daily population in the past 12 months.
14. Number of medically unexpected offender deaths in the past 12 months divided by the average daily population in the past 12 months.
15. Number of offender admissions to the infirmary (where available) in the past 12 months divided by the average daily population in the past 12 months.
16. Number of offender admissions to off-site hospitals in the past 12 months divided by the average daily population in the past 12 months.
17. Number of offenders transported off-site (via an ambulance or correctional vehicle) for treatment of emergency health conditions in the past 12 months divided by the average daily population in the past 12 months.
18. Number of offender specialty consults completed in the past 12 months divided by the number of specialty consults (on-site or off-site) ordered by primary health care provider (MD, NP, PA) in the past 12 months.
19. Number of offender grievances about access to health care services found in favor of the offender in the past 12 months divided by the number of offender grievances about access to health care services in the past 12 months.
20. Number of offender grievances related to the quality of health care found in favor of offenders in the

- past 12 months divided by the number of offender grievances related to the quality of health care in the past 12 months.
21. Number of offender grievances related to unfair treatment or rights violation found in favor of offenders in the past 12 months divided by the number of offender grievances related to unfair treatment or rights violation in the past 12 months.
 22. Number of offender grievances related to safety or sanitation found in favor of offenders in the past 12 months divided by the number of offender grievances related to safety or sanitation in the past 12 months.
 23. Number of offender lawsuits about access to health care services found in favor of offenders in the past 12 months divided by the number of offender lawsuits about access to health care services in the past 12 months.
 24. Number of individual sick call encounters in the past 12 months divided by the average daily population in the past 12 months.
 25. Number of physician contacts in the past 12 months divided by the average daily population in the past 12 months.
 26. Number of individualized dental treatment plans in the past 12 months divided by the average daily population in the past 12 months.
 27. Number of hypertensive offenders enrolled in a chronic care clinic in the past 12 months divided by the average daily population in the past 12 months.
 28. Number of diabetic offenders enrolled in a chronic care clinic in the past 12 months divided by the average daily population in the past 12 months.
 29. Number of incidents involving pharmaceuticals as contraband in the past 12 months divided by the average daily population in the past 12 months.
 30. Number of cardiac diets received by offenders with cardiac disease in the past 12 months divided by the number of cardiac diets prescribed in the past 12 months.
 31. Number of hypertensive diets received by offenders with hypertension in the past 12 months divided by the number of hypertensive diets prescribed in the past 12 months.
 32. Number of diabetic diets received by offenders with diabetes in the past 12 months divided by the number of diabetic diets prescribed in the past 12 months.
 33. Number of renal diets received by offenders with renal disease in the past 12 months divided by the number of renal diets prescribed in the past 12 months.
 34. Number of needle-stick injuries in the past 12 months divided by the number of employees in the past 12 months.
 35. Number of pharmacy dispensing errors in the past 12 months divided by the number of prescriptions dispensed by the pharmacy in the past 12 months.
 36. Number of nursing medication administration errors in the past 12 months divided by the number of medications administered in the past 12 months.

EXPECTED PRACTICES

Access to Care

4-4344
(Ref. 3-4331)

(MANDATORY) Upon arrival at the facility, all offenders are informed about how to access health services and the grievance system. This information is communicated orally and in writing, and is conveyed in a language that is easily understood by each offender.

Comment: No member of the correctional staff should approve or disapprove offenders' requests for health care services. The facility should follow the policy of explaining access procedures orally to offenders unable to read. When the facility frequently has non-English speaking offenders, procedures should be explained and written in their language.

Protocols: Written policy and procedures. An offender handbook. Grievance procedure.

Process Indicators: Documentation that offenders are informed about health care and the grievance system. Offender grievances. Interviews.

4-4345
(New)

When medical copayment fees are imposed, the program ensures that, at a minimum, the following are observed:

- All offenders are advised, in writing, at the time of admission to the facility of the guidelines of the copayment program.
- Needed offender health care is not denied due to lack of available funds.
- Copayment fees shall be waived when appointments or services, including follow-up appointments, are initiated by medical staff.

Comment: Offenders should receive appropriate health care based on need, without regard to financial status. Fees imposed should not be so excessive as to discourage offenders from seeking needed medical care.

Protocols: Written policy and procedure.

Process Indicators: Forms. An offender handbook. Interviews. Financial records.

Clinical Services

4-4346
(2010 Supplement)

Revised January 2006. There is a process for all offenders to initiate requests for health services on a daily basis. These requests are triaged daily by qualified health care professionals or health trained personnel. A priority system is used to schedule clinical services. Clinical services are available to offenders in a clinical setting at least five days a week and are performed by a health care practitioner or other qualified health care professional.

Comment: A priority system addresses routine, urgent, and emergent complaints and conditions. Health care request forms must be readily available to all offenders. Clinical services include sick call, nursing assessments, and chronic care.

Protocols: Written policy and procedure. Sick call request form.

Process Indicators: A health record. Sick call request forms. Clinical provider schedules. Observation. Interviews.

4-4346
(Ref. 3-4353)

There is a process for all offenders to initiate requests for health services on a daily basis. These requests are triaged daily by health professionals or health-trained personnel. A priority system is used to schedule clinical services. Clinical services are available to offenders in a clinical setting at least five days a week and are performed by a physician or other qualified health care professional.

Comment: A priority system addresses routine, urgent, and emergency complaints and conditions. Health care request forms must be readily available to all offenders.

Protocols: Written policy and procedure. Sick call request form.

Process Indicators: A health record. Sick call request forms. Clinical provider schedules. Observation. Interviews.

Continuity of Care

4-4347
(2010 Supplement)

Revised January 2006. Continuity of care is required from admission to transfer or discharge from the facility, including referral to community-based

providers, when indicated. Offender health care records should be reviewed by the facility's qualified health care professional upon arrival from outside health care entities including those from inside the correctional system.

Comment: When health care is transferred to providers in the community, appropriate information should be shared with the new providers in accordance with consent requirements.

Protocols: Written policy and procedure. Referral transfer form.

Process Indicators: Completed referral transfer forms. Health records. Facility logs. Interviews.

**4-4347
(Ref. 3-4330)**

Continuity of care is required from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated.

Comment: When health care is transferred to providers in the community, appropriate information should be shared with the new providers in accordance with consent requirements.

Protocols: Written policy and procedure. Referral transfer form.

Process Indicators: Completed referral transfer forms. Health records. Facility logs. Interviews.

Referrals

**4-4348
(2010 Supplement)**

Revised January 2006. Offenders who need health care beyond the resources available in the facility, as determined by the responsible health care practitioner, are transferred under appropriate security provisions to a facility where such care is available. There is a written list of referral sources to include emergency and routine care. The list is reviewed and updated annually.

Comment: Treatment of an offender's condition should not be limited by the resources and services available within a facility. Health care staff should collaborate with security personnel in determining conditions of transportation and necessary security precautions when an offender needs to be transported to another facility or provider.

Protocols: Written policy and procedure. Referral consult form.

Process Indicators: Health records. Completed referral consult records. Documentation of annual list review. Transportation logs. Interviews.

**4-4348
(Ref. 3-4360)**

Offenders who need health care beyond the resources available in the facility, as determined by the responsible physician, are transferred under appropriate security provisions to a facility where such care is on call or available 24 hours per day. A written list of referral sources includes emergency and routine care. The list is reviewed and updated annually.

Comment: Treatment of an offender's condition should be limited by the resources and services available within a facility. Health care staff should collaborate with security personnel in determining conditions of transportation and necessary security precautions when an offender needs to be transported to another facility or provider.

Protocols: Written policy and procedure. Referral consult form.

Process Indicators: Health records. Completed referral consult records.

Documentation of annual list review. Transportation logs. Interviews.

Transportation

4-4349
(2010 Supplement)

Revised January 2006. A transportation system that assures timely access to services that are only available outside the correctional facility is required. Such a system needs to address the following issues:

- prioritization of medical need
- urgency (for example, ambulance versus standard transport)
- use of medical escort to accompany security staff, if indicated
- transfer of medical information

The safe and timely transportation of offenders for medical, mental health, and dental clinic appointments, both inside and outside the correctional facility (for example, hospital, health care provider, or another correctional facility), is the joint responsibility of the facility or program administrator and the health services administrator.

Comment: it is essential that the medical and the custody staff work cooperatively in the design and implementation of the medical transport system. Consideration should balance issues of security as well as medical or psychological concerns about the use of restraint devices that may affect the offender's health condition or access to care.

Protocols: Written policy or procedure. Transport form, log.

Process Indicators: Health records. Completed transport forms and log entries. Observations. Interviews.

4-4349
(New)

A transportation system that assures timely access to services that are only available outside the correctional facility is required. Such a system needs to address the following issues:

- prioritization of medical need
- urgency (for example, an ambulance versus a standard transport)
- use of a medical escort to accompany security staff
- transfer of medical information

The safe and timely transportation of offenders for medical, mental health, and dental clinic appointments, both inside and outside the correctional facility (for example, to the hospital, health care provider, or another correctional facility) is the joint responsibility of the facility or program administrator and the health services administrator.

Comment: It is essential that the medical and the custody staff work cooperatively in the design and implementation of the medical transport system. Consideration should balance issues of security as well as medical or psychological concerns about the use of restraint devices that may affect the offender's health condition or access to care.

Protocols: Written policy or procedure. Transport form, log.

Process Indicators: Health records. Completed transport forms and log entries. Observations. Interviews.

**4-4350
(2010 Supplement)**

Revised January 2006. A written individual treatment plan is required for offenders requiring medical supervision, including chronic and convalescent care. This plan includes directions to health care and other personnel regarding their roles in the care and supervision of the patient, and is developed by the appropriate health care practitioner for each offender requiring a treatment plan.

Comment: Offenders requiring treatment plans include the following: the chronically ill, offenders with serious communicable diseases, the physically disabled, pregnant offenders, the terminally ill, offenders with serious mental health needs, and the developmentally disabled.

Protocols: Policy and procedure. Treatment plan format.

Process Indicators: Health records. Interviews.

**4-4350
(Ref. 3-4355)**

A written treatment plan is required for offenders requiring close medical supervision, including chronic and convalescent care. This plan includes directions to health care and other personnel regarding their roles in the care and supervision of the patient, and is approved by the appropriate licensed physician, dentist, or mental health practitioner for each offender requiring a treatment plan.

Comment: Offenders requiring treatment plans include the following: the chronically ill, offenders with serious communicable diseases, the physically disabled, pregnant offenders, the terminally ill, offenders with serious mental health needs, and the developmentally disabled.

Protocols: Policy or procedure. Treatment plan format.

Process Indicators: Health records. Interviews.

Emergency Plan

**4-4351
(2010 Supplement)**

Revised January 2006 (Mandatory). There is a written plan for access to twenty-four-hour emergency medical, dental, and mental health services availability. The plan includes:

- **on-site emergency first aid and crisis intervention**
- **emergency evacuation of the offender from the facility**
- **use of an emergency medical vehicle**
- **use of one or more designated hospital emergency rooms or other appropriate health facilities**
- **emergency on-call or available 24-hours per day, physician, dentist, and mental health professional services when the emergency health facility is not located in a nearby community**
- **security procedures providing for the immediate transfer of offenders, when appropriate**

Comment: In the event that primary health services are not available, and particularly in emergency situations, back-up facilities or providers should be predetermined. The plan may include the use of an alternative hospital emergency service or a physician on-call service.

Protocols: Written policy or procedure.

Process Indicators: Designated facility. Provider lists. Transportation logs. Interviews. Infirmiry Care.

4-4351
(Ref. 3-4350)

(MANDATORY) There is a written plan for 24-hour emergency medical, dental, and mental health services availability. The plan includes the following:

- on-site emergency first aid and crisis intervention
- emergency evacuation of the offender from the facility
- use of an emergency medical vehicle
- use of one or more designated hospital emergency rooms or other appropriate health facilities
- emergency on-call or available 24 hours per day, physician, dentist, and mental health professional services when the emergency health facility is not located in a nearby community
- security procedures providing for the immediate transfer of offenders, when appropriate

Comment: In the event that primary health services are not available, and particularly in emergency situations, back-up facilities or providers should be predetermined. The plan may include the use of an alternative hospital emergency service or a physician on-call service.

Protocols: Written policy or procedure.

Process Indicators: Designated facility. Provider lists. Transportation logs. Interviews.

Infirmiry Care

4-4352
(2010 Supplement)

Revised January 2006. Offenders are provided access to infirmiry care either within the correctional setting or off site. If infirmiry care is provided onsite, it includes, at a minimum, the following:

- definition of the scope of infirmiry care services available
- a physician on call or available twenty-four hours per day
- health care personnel have access to a physician or a registered nurse and are on duty 24 hours per day when patients are present
- all offenders/patients are within sight or sound of a staff member
- an infirmiry care manual that includes nursing care procedures
- compliance with applicable state statues and local licensing requirements

Comment: An infirmiry is an area within the correctional setting or a specific area of a health care facility separate from other housing areas, where offenders are housed and provided health care. Admission and discharge from this area is controlled by medical orders or protocols.

Protocols: Written policy or procedures. Nursing manual. Licensing requirements and regulations.

Process Indicators: Admission and inpatient records. Staffing schedules. Documentation of compliance with licensing requirements and regulations. Observation. Interviews.

4-4352
(Ref. 3-4354)

Offenders are provided access to infirmiry care. If infirmiry care is provided onsite, it includes, at a minimum, the following:

- **definition of the scope of infirmary care services available**
- **a physician on call or available 24 hours per day**
- **health care personnel with access to a physician or a registered nurse and on duty 24 hours per day when patients are present**
- **all offenders/patients are within sight or sound of a staff member**
- **an infirmary care manual that includes nursing care procedures**
- **an infirmary record that is a separate and distinct section of the complete medical record**
- **compliance with applicable state statutes and local licensing requirements**

Comment: An infirmary is a specific area of a health care facility, separate from other housing areas, where offenders are housed and provided health care. Admission and discharge from this area is controlled by medical orders or protocols.

Protocols: Written policy or procedures. Nursing manual. Licensing requirements and regulations.

Process Indicators: Admission and inpatient records. Staffing schedules. Documentation of compliance with licensing requirements and regulations. Observations. Interviews.

Pregnancy Management

**4-4353
(2010 Supplement)**

Revised January 2003. (Mandatory) If female offenders are housed, access to pregnancy management is specific as it relates to the following:

- **pregnancy testing**
- **routine prenatal care**
- **high-risk prenatal care**
- **management of the chemically addicted pregnant inmate**
- **postpartum follow-up**
- **unless mandated by state law, birth certificates/registry does not list a correctional facility as the place of birth**

Comment: Management should include family planning services prior to release.

Protocols: Written policy/procedure. Offender handbook. Contract or agreement.

Process Indicators: Health record entries. Laboratory records. Interviews.

**4-4353
(Ref. 3-4343-1)**

(MANDATORY) If female offenders are housed, access to pregnancy management services is available. Provisions of pregnancy management include the following:

- **pregnancy testing**
- **routine and high-risk prenatal care**
- **management of chemically addicted pregnant offenders**
- **comprehensive counseling assistance**
- **appropriate nutrition**
- **postpartum follow up**

Comment: Management should include family planning services prior to release.

Protocols: Written policy and procedure. Offender handbook. Contract or agreement.

Process Indicators: Health record entries. Laboratory records. Interviews.

4-4353-1
(2010 Supplement)

Added January 2003. Where nursing infants are allowed to remain with their mothers, provisions are made for a nursery, staffed by qualified persons, where the infants are placed when they are not in the care of their mothers.

Comment: Qualified persons may include offenders who have been trained in the competencies required for nursery care and who are working under appropriate supervision.

Protocols: Written policy/procedure.

Process Indicators: Staff credentials. Observations.

Communicable Disease and Infection Control Program

4-4354
(2010 Supplement)

Revised January 2006. (Mandatory) There is a written program to address the management of communicable and infectious diseases in offenders. The program plan shall include procedures for:

- prevention to include immunizations, when applicable
- surveillance (identification and monitoring)
- offenders education and staff training
- treatment to include medical isolation, when indicated
- follow-up care
- reporting requirements to applicable local, state, and federal agencies
- confidentiality/protected health information
- appropriate safeguards for offenders and staff
- post-exposure management protocols particularly for HIV and viral hepatitis infection

Communicable disease and infection control activities are discussed and reviewed at least quarterly by a multidisciplinary team that includes clinical, security, and administrative representatives.

Comment: Because of the serious nature, methods of transmission, and public sensitivity, communicable and infectious diseases require special attention. Agencies work with the responsible public health authority in establishing policy and procedures.

Protocols: Written policy; procedure; offender education and staff training curriculums; and treatment guidelines.

Process Indicators: Health record entries; communicable and infectious diseases education and training records; minutes of committee meeting addressing communicable and infectious disease management; observations, and interviews.

4-4354
(Ref. 3-4366)

(MANDATORY) There is a written plan to address the management of infectious and communicable diseases. The plan includes procedures for prevention, education, identification, surveillance, immunization (when applicable), treatment, follow-up, isolation (when indicated), and reporting requirements to applicable local, state, and federal agencies. A multidisciplinary team that includes clinical, security, and administrative representatives meets at least quarterly to review and discuss communicable disease and infection control activities.

Comment: Because of their serious nature, methods of transmission, and public

sensitivity, these diseases require special attention. Agencies should work with the responsible public health authority in establishing policy and procedure that include the following: an ongoing education program for staff and offenders; control, treatment, and prevention strategies, which may include screening and testing, special supervision, or special housing arrangements, as appropriate; protection of individual confidentiality; and media relations.

Protocols: Written policy and procedure. Treatment guidelines.

Process Indicators: Health records. Laboratory, x-ray reports and logs. Chronic care forms and clinic visit logs. Minutes of communicable disease and infection control committee meetings. Interviews.

4-4354-1
(2010 Supplement)

Added August 2006. The management of offenders with Methicillin Resistant Staphylococcus Aureus (MRSA) infection includes requirements identified in the communicable disease and infection control program. In addition, the program for MRSA management shall include procedures for:

- **evaluating and treating infected inmates in accordance with an approved practice guideline**
- **medical isolation, when indicated**
- **follow-up care, including arrangements with appropriate health care authorities for continuity of care if offenders are relocated prior to the completion of therapy.**

Comment: None.

Protocols: Written policy and procedure. Treatment program.

Process Indicators: Health records including laboratory reports, medical isolation logs, and treatment plans, observations, and interviews.

4-4355
(2010 Supplement)

Revised January 2006. (Mandatory) Management of tuberculosis (TB) in offenders includes procedures as identified in the communicable disease and infection control program. In addition, the program for TB management shall include procedures for:

- **when and where offenders are to be screened/tested**
- **treatment, of latent tuberculosis infection and tuberculosis disease**
- **medical isolation, when indicated**
- **follow-up care, including arrangement with applicable departments of health for continuity of care if offender is released prior to completion of therapy**

Comment: Plans for the management of tuberculosis may be based on incidence and prevalence of the disease within the correctional agency's population and the surrounding community.

Protocols: Written policy; procedure and treatment guidelines.

Process Indicators: Health records including tuberculosis testing, x-ray reports, laboratory reports, and treatment plans, observations, and interviews.

4-4355
(Ref. 3-4365)

There is a written plan to address the management of tuberculosis. The plan includes procedures for initial and ongoing testing for infection, surveillance, treatment (including treatment of latent tuberculosis), follow-up, and isolation (when indicated).

Comment: Plans for the management of tuberculosis may be based on incidence and prevalence of the disease within the agency's population and the surrounding community.

Protocols: Written policy and procedure. Treatment guidelines.

Process Indicators: Health records. Laboratory, x-ray reports and logs. Chronic care forms and clinic visit logs. Minutes of communicable disease and infection control committee meetings. Interviews.

4-4356
(2010 Supplement)

Revised January 2006. (Mandatory) Management of hepatitis A, B, and C in offenders includes procedures as identified in the communicable disease and infection control program. In addition, the program for hepatitis management shall include procedures for:

- when and where offenders are to be tested/screened
- hepatitis A and B immunization, when applicable
- treatment protocols
- when and under what conditions offenders are to be separated from the general population

Comment: None.

Protocols: Written policy/procedure and treatment guidelines.

Process Indicators: Health records including laboratory reports, immunization administration records, and treatment plans, observations, and interviews.

4-4356
(New)

(MANDATORY) There is a written plan to address the management of hepatitis A, B, and C. The plan includes procedures for the identification, surveillance, immunization (when applicable), treatment (when indicated), follow-up, and isolation (when indicated).

Comment: None.

Protocols: Written policy and procedure. Treatment guidelines.

Process Indicators: Health records. Laboratory reports, x-ray reports, and logs. Chronic care forms and clinic visit logs. Minutes of communicable disease and infection control committee meetings. Interviews.

4-4357
(2010 Supplement)

Revised January 2006. (Mandatory) Management of HIV infection in offenders includes procedures as identified in the communicable disease and infection control program. In addition, the program for HIV management shall include:

- when and where offenders are to be HIV tested
- pre- and post-test counseling
- immunization and other prevention measures, when applicable
- treatment protocols
- confidentiality/protected health information
- when and under what conditions offenders are to be separated from the general population

Comment: None.

Protocols: Written policy, procedure and treatment guidelines.

Process Indicators: Health records including laboratory reports, pre- and post-test counseling documentation and treatment plans, observations, and interviews.

**4-4357
(New)** **(MANDATORY) There is a written plan to address the management of HIV infection. The plan includes procedures for the identification, surveillance, immunization (when applicable), treatment, follow-up, and isolation (when indicated).**

Comment: None.

Protocols: Written policy and procedure. Treatment guidelines.

Process Indicators: Health records. Laboratory reports, x-ray reports, and logs. Chronic care forms and clinic visit logs. Minutes of communicable disease and infection control committee meetings. Interviews.

**4-4358
(New)** **(MANDATORY) There is a plan for the management of biohazardous waste and for the decontamination of medical and dental equipment.**

Comment: None.

Protocols: Written policy, procedure, codes, and regulations.

Process Indicators: Documentation of waste pick up, spore count logs, and/or cleaning logs.

Chronic Care

**4-4359
(New)** **(MANDATORY) There is a plan for the treatment of offenders with chronic conditions such as hypertension, diabetes, and other diseases that require periodic care and treatment. The plan must address the monitoring of medications, laboratory testing, the use of chronic care clinics, health record forms, and the frequency of specialist consultation and review.**

Comment: Professionally recognized chronic care guidelines are available from disease-specific organizations and various medical and physician associations.

Protocols: Written policy and procedure. Chronic care protocols and forms.

Process Indicators: Health records. Chronic care logs. Specialist schedules.

Dental Care

**4-4360
(2010 Supplement)** **Revised January 2006. Routine and emergency dental care is provided to each offender under the direction and supervision of a licensed dentist. There is a defined scope of available dental services, including emergency dental care, which includes the following:**

- a dental screening upon admission by a qualified health care professional or health trained personnel
- a full dental examination by a dentist within 30 days
- oral hygiene, oral disease education, and self-care instruction are provided by a qualified health care provider within 30 days
- a defined charting system that identifies the oral health condition and specifies the priorities for treatment by category is completed
- consultation and referral to dental specialists, including oral surgery is provided, when necessary

Comment: Dental screening is an assessment of dental pain, swelling or functional

impairment. As part of the initial health screening, a dentist or health care personnel properly trained and designated by the dentist should perform dental screenings. The dental program should also provide offenders with instruction on the proper brushing of teeth and other dental hygiene measures. The dental examination should include a periodontal examination (Periodontal Screening and Recording [PSR] or Community Periodontal Index of Treatment Needs [CPITN] and taking or reviewing the patient's dental history. An examination of the hard and soft tissues of the oral cavity by means of an illuminator light, mouth mirror, and explorer should be performed. X-rays for diagnostic purposes should be available, if deemed necessary. The result of the dental examination and dental treatment plan are recorded on an appropriate uniform dental record using a numbered system such as the Federation Dental International System.

Protocols: Written policy and procedure. Dental screening by examination forms. Dental care request forms.

Process Indicators: Dental records. Admission logs. Referral and consultation records. Dental request forms. Dental interviews.

4-4360
(Ref. 3-4347)

Routine and emergency dental care is provided to each offender under the direction and supervision of a licensed dentist. There is a defined scope of available dental services, including emergency dental care, which includes the following:

- **dental screening conducted within seven days of admission unless completed within the last six months**
- **a full dental examination by a dentist and instruction on oral hygiene**
- **preventative care by dentally trained personnel within three months of admission, diagnostic x-rays are to taken, if necessary**
- **a defined charting system is completed that identifies the oral health condition and specifies the priorities for treatment by category**
- **consultation and referral to dental specialists, including oral surgery is provided, when necessary**

Comment: The dental examination should include taking or reviewing the offender's dental history and a full examination of hard and soft tissue of the oral cavity; diagnostic x-rays should be available, if deemed necessary. The examination results should be recorded on a uniform dental record. Oral hygiene and preventative care instruction may include the use of videotaped material.

Protocols: Written policy and procedure. Dental screening by examination forms. Dental care request forms.

Process Indicators: Dental records. Admission logs. Referral and consultation records. Dental request forms. Dental interviews.

Health Education

4-4361
(Ref. 3-4363)

An ongoing program of health education and wellness information is provided to all offenders.

Comment: Health education and wellness topics may include but are not to be limited to information on access to health care services, dangers of self-medication, personal hygiene and dental care, prevention of communicable diseases, substance abuse, smoking cessation, family planning, self-care for chronic conditions, self-examination, and the benefits of physical fitness.

Protocols: Written policy and procedure.

Process Indicators: Documentation of program availability. Program and class schedules. Attendance rosters. Interviews. Curriculum and lesson plans. Examples of pamphlets, brochures, or other written handouts.

Health Screens

4-4362
(2010 Supplement)

Revised January 2006. (Mandatory) Intake medical screening for offender transfers, excluding intra-system, commences upon the offender's arrival at the facility and is performed by health-trained or qualified health care personnel. All findings are recorded on a screening form approved by the health authority. The screening includes at least the following:

Inquiry into:

- any past history of serious infectious or communicable illness, and any treatment or symptoms (for example, a chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats that are suggestive of such illness), and medications
- current illness and health problems, including communicable diseases
- dental problems
- use of alcohol and other drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or time of last use, and history of any problems that may have occurred after ceasing use (for example, convulsions)
- the possibility of pregnancy and history of problems (female only); and other health problems designated by the responsible physician

Observation of the following:

- behavior, including state of consciousness, mental status, appearance, conduct, tremor, and sweating
- body deformities, ease of movement, and so forth
- condition of the skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations, recent tattoos and needle marks or other indications of drug abuse

Medical disposition of the offender:

- general population
- general population with prompt referral to appropriate health care service
- referral to appropriate health care service for emergency treatment

Offenders, who are unconscious, semiconscious, bleeding, or otherwise obviously in need of immediate medical attention, are referred. When they are referred to an emergency department, their admission or return to the facility is predicated on written medical clearance. When screening is conducted by trained custody staff, procedures will require a subsequent review of positive findings by the licensed health care staff. Written procedures and screening protocols are established by the responsible physician in cooperation with the facility manager. Inmates confined within a correctional complex with consolidated medical services do not require health screening for intra-system transfers.

Comment: Health screening is a system of structured inquiry and observation to (1) prevent newly arrived offenders who pose a health or safety threat to themselves or others from being admitted to the general population; (2) identify offenders who

require immediate medical attention.

Receiving screening can be performed at the time of admission by health care personnel or by a health-trained correctional officer. Facilities that have reception and diagnostic units or a holding room must conduct receiving screening on all offenders on their arrival at the facility as part of the admission procedures.

Protocols: Written policy and procedure. Screening forms.

Process Indicators: Health records. Completed screening forms. Transfer logs. Interviews.

4-4362
(Ref. 3-4343)

(MANDATORY) Intake medical screening for offender transfers, excluding intrasystem, commences upon the offender's arrival at the facility and is performed by health-trained or qualified health care personnel. All findings are recorded on a screening form approved by the health authority. The screening includes at least the following:

Inquiry into:

- any past history of serious infectious or communicable illness, and any treatment or symptoms (for example, a chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats that are suggestive of such illness), and medications
- current illness and health problems, including communicable diseases
- dental problems
- use of alcohol and other drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or time of last use, and history of any problems that may have occurred after ceasing use (for example, convulsions)
- the possibility of pregnancy and history of problems (female only); and other health problems designated by the responsible physician

Observation of the following:

- behavior, including state of consciousness, mental status, appearance, conduct, tremor, and sweating
- body deformities, ease of movement, and so forth
- condition of the skin, including trauma markings, bruises, lesions, jaundice, rashes, and infestations, recent tattoos, and needle marks or other indications of drug abuse

Medical disposition of the offender:

- general population
- general population with prompt referral to appropriate health care service
- referral to appropriate health care service for emergency treatment

Offenders who are unconscious, semiconscious, bleeding, or otherwise obviously in need of immediate medical attention are referred. When they are referred to an emergency department, their admission or return to the facility is predicated on written medical clearance. When screening is conducted by trained custody staff, procedures will require a subsequent review of positive findings by the licensed health care staff. Written procedures and screening protocols are established by the responsible physician in cooperation with the facility manager.

Comment: Health screening is a system of structured inquiry and observation to (1)

prevent newly arrived offenders who pose a health or safety threat to themselves or others from being admitted to the general population; (2) identify offenders who require immediate medical attention.

Receiving screening can be performed at the time of admission by health care personnel or by a health-trained correctional officer. Facilities that have reception and diagnostic units or a holding room must conduct receiving screening on all offenders on their arrival at the facility as part of the admission procedures.

Protocols: Written policy and procedure. Screening forms.

Process Indicators: Health records. Completed screening forms. Transfer logs. Interviews.

4-4363
(Ref. 3-4344)

(MANDATORY) All intrasystem transfer offenders receive a health screening by health-trained or qualified health care personnel which commences on their arrival at the facility. All findings are recorded on a screening form approved by the health authority. At a minimum, the screening includes the following:

Inquiry into:

- whether the offender is being treated for a medical or dental problem
- whether the offender is presently on medication
- whether the offender has a current medical or dental complaint

Observation of:

- general appearance and behavior
- physical deformities
- evidence of abuse or trauma

Medical disposition of offenders:

- to general population
- to general population with appropriate referral to health care service
- referral to appropriate health care service for emergency treatment

Comment: Health screening of intrasystem transfers is necessary to detect offenders who pose a health or safety threat to themselves or others and who may require immediate health care.

Protocols: Written policy and procedure. Screening form.

Process Indicators: Health records. Completed screening forms. Transfer logs. Interviews.

4-4363-1
(2010 Supplement)

Correction 2003. The following standard was omitted from some versions of *Adult Correctional Institutions, 4th edition*.

Written policy, procedure, and practice provide for early identification and treatment of offenders with alcohol and drug abuse problems through a standardized battery assessment. The battery shall be documented and include at a minimum the following:

- screening and sorting
- clinical assessment and reassessment
- medical assessment for appropriate drug and alcohol program assignment to the needs of the individual inmates
- referral

Comment: None.

4-4363-1
(Ref. 3-4344-1)

Written policy, procedure, and practice provide for early identification and treatment of offenders with alcohol and drug abuse problems through a standardized battery assessment. This battery shall be documented and include, at a minimum, the following:

- screening and sorting
- clinical assessment and reassessment
- medical assessment for appropriate drug and alcohol program assignment to the needs of the individual inmates
- referrals

Comment: None.

4-4364
(New)

All in-transit offenders receive a health screening by health-trained or qualified health care personnel on entry into the agency system. Findings are recorded on a screening form that will accompany the offender to all subsequent facilities until the offender reaches his or her final destination. Health screens will be reviewed at each facility by health-trained or qualified health care personnel. Procedures will be in place for continuity of care.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Health records. Completed screening forms. Transfer logs. Interviews.

Health Appraisal

4-4365
(2010 Supplement)

Revised January 2006. (Mandatory) A comprehensive health appraisal for each offender, excluding intra-system transfers, is completed as defined below, after arrival at the facility. If there is documented evidence of a health appraisal within the previous ninety days, a new health appraisal is not required, except as determined by the designated health authority. Health appraisals include the following:

Within fourteen days after arrival at the facility:

- review of the earlier receiving screen
- collection of additional data to complete the medical, dental, mental health, and immunization histories
- laboratory or diagnostic tests to detect communicable disease, including venereal disease and tuberculosis
- record of height, weight, pulse, blood pressure, and temperature
- other tests and examinations, as appropriate

Within fourteen days after arrival for inmates with identified significant health care problems:

- medical examination, including review of mental and dental status (for those inmates with significant health problems discovered on earlier screening such as cardiac problems, diabetes, communicable diseases, and so forth)
- review of the results of the medical examination, tests, and identification of problems by a health care practitioner or other qualified health care professional, if such is authorized in the medical

practice act

- **initiation of therapy, when appropriate**
- **development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation**

Within thirty days after arrival for inmates without significant health care problems:

- **medical examination, including review of mental and dental status (for those inmates without significant health care concerns identified during earlier screening-no identified acute or chronic disease, no identified communicable disease, and so forth)**
- **review of the results of the medical examination, tests, and identification of problems by a health care practitioner or other qualified health care professional, if such is authorized in the medical practice act**
- **initiation of therapy, when appropriate**
- **development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation**

Interpretation January 2004. The criterion for testing for venereal diseases is at the discretion of the agencies/facilities health authority.

Comment: Test results, particularly for communicable diseases, should be received and evaluated before an offender is assigned to housing in the general population. Information regarding the offender's physical and mental status may also dictate housing and activity assignments. When appropriate, additional investigation should be conducted into alcohol and drug abuse and other related problems.

Protocols: Written policy and procedure. Health appraisal form.

Process Indicators: Health records. Completed health appraisal forms. Transfer logs. Interviews.

**4-4365
(Ref. 3-4345)**

(MANDATORY) A comprehensive health appraisal for each offender, excluding intrasystem transfers, is completed as defined below, after arrival at the facility. If there is documented evidence of a health appraisal within the previous 90 days, a new health appraisal is not required, except as determined by the designated health authority. Health appraisals include the following:

Within 14 days after arrival at the facility:

- **review of the earlier receiving screen**
- **collection of additional data to complete the medical, dental, mental health, and immunization histories**
- **laboratory or diagnostic tests to detect communicable disease, including venereal disease and tuberculosis**
- **record of height, weight, pulse, blood pressure, and temperature**
- **other tests and examinations, as appropriate**

Within 14 days after arrival for inmates with identified significant health care problems:

- **medical examination, including review of mental and dental status (for those inmates with significant health problems discovered on earlier screening such as cardiac problems, diabetes, communicable diseases, and so forth)**

- review of the results of the medical examination, tests, and identification of problems by a physician or other qualified health care personnel, if such is authorized in the medical practice act
- initiation of therapy, when appropriate
- development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation

Within 30 days after arrival for inmates without significant health care problems:

- medical examination, including review of mental and dental status (for those inmates without significant health care concerns identified during earlier screening-no identified acute or chronic disease, no identified communicable disease, and so forth)
- review of the results of the medical examination, tests, and identification of problems by physician or other qualified health care professional, if such is authorized in the medical practice act
- initiation of therapy, when appropriate
- development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation

Comment: Test results, particularly for communicable diseases, should be received and evaluated before an offender is assigned to housing in the general population. Information regarding the offender's physical and mental status may also dictate housing and activity assignments. When appropriate, additional investigation should be conducted into alcohol and drug abuse and other related problems.

Protocols: Written policy and procedure. Health appraisal form.

Process Indicators: Health records. Completed health appraisal forms. Transfer logs. Interviews.

4-4366
(2010 Supplement)

Revised January 2006. Health appraisal data collection and recording will include the following:

- a uniform process as determined by the health authority
- health history and vital signs collected by health-trained or qualified health care personnel
- collection of all other health appraisal data performed only by qualified health professional review of the results of the medical examination, tests, and identification of problems is performed by a physician or mid-level practitioner, as allowed by law

Comment: None.

4-4366
(Ref. 3-4346)

Health appraisal data collection and recording will include the following:

- a uniform process as determined by the health authority
- health history and vital signs collected by health-trained or qualified health care personnel
- collection of all other health appraisal data performed only by qualified health personnel
- review of the results of the medical examination or tests
- identification of problems is performed by a physician or mid-level practitioner, as allowed by law

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Health records.

Periodic Examinations

**4-4367
(2010 Supplement)** **Revised January 2006. The conditions for periodic health examinations for offenders are determined by the health authority.**

Comment: All offenders should receive a thorough physical examination.

**4-4367
(Ref. 3-4348)** **The conditions for periodic health examinations for offenders are determined by the health authority.**

Comment: All offenders should receive a thorough physical examination. All offenders should be examined prior to release to protect both the offender and the public.

Protocols: Written policy and procedure.

Process Indicators: Health records. Completed annual health appraisal forms. Interviews.

Mental Health Program

**4-4368
(2010 Supplement)** **Revised January 2006. (Mandatory) The mental health program is approved by the appropriate mental health authority and includes at a minimum:**

- screening on intake
- outpatient services for the detection, diagnosis, and treatment of mental illness
- crisis intervention and the management of acute psychiatric episodes
- stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting
- elective therapy services and preventive treatment where resources permit
- provision for referral and admission to mental health facilities for offenders whose psychiatric needs exceed the treatment capability of the facility
- procedures for obtaining and documenting informed consent

**4-4368
(Ref. 3-4336)** **(MANDATORY) There is a mental health program that includes at a minimum:**

- screening for mental health problems on intake as approved by the mental health professional
- outpatient services for the detection, diagnosis, and treatment of mental illness
- crisis intervention and the management of acute psychiatric episodes
- stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting
- elective therapy services and preventive treatment where resources permit
- provision for referral and admission to licensed mental health facilities for offenders whose psychiatric needs exceed the treatment capability

- of the facility
- **procedures for obtaining and documenting informed consent**

Comment: An adequate number of qualified staff members should be available to deal directly with offenders who have severe mental health problems and to advise other correctional staff about their contacts with such individuals.

Protocols: Written policy and procedure. Screening form.

Process Indicators: Health records. Completed screening forms. Provider qualifications and time and attendance records. Observations. Interviews.

4-4369
(2010 Supplement)

Deleted January 2006.

4-4369
(Ref. 3-4337)

The mental health program is approved by the appropriate mental health authority and provides for all activities carried out by mental health services personnel.

Comment: None.

Protocols: Written policy and procedure. Job descriptions for mental health personnel.

Process Indicators: Documentation of review by mental health personnel. Interviews.

Mental Health Screen

4-4370
(2010 Supplement)

Revised January 2006. (Mandatory) All intersystem and intra-system transfer offenders will receive an initial mental health screening at the time of admission to the facility by mental health trained or qualified mental health care professional. The mental health screening includes, but is not limited to:

Inquiry into:

- whether the offender has a present suicide ideation
- whether the offender has a history of suicidal behavior
- whether the offender is presently prescribed psychotropic medication
- whether the offender has a current mental health complaint
- whether the offender is being treated for mental health problems
- whether the offender has a history of inpatient and outpatient psychiatric treatment
- whether the offender has a history of treatment for substance abuse

Observation of:

- general appearance and behavior
- evidence of abuse and/or trauma
- current symptoms of psychosis, depression, anxiety, and/or aggression

Disposition of offender:

- to the general population
- to the general population with appropriate referral to mental health care service
- referral to appropriate mental health care service for emergency treatment

Comment: None.

Protocols: Written policy and procedure. Mental health screening form.

Process Indicators: Health records. Completed mental health screening forms. Transfer logs. Interviews.

4-4370
(New)

(MANDATORY) All intersystem and intrasystem transfer offenders will receive an initial mental health screening at the time of admission to the facility by mental health trained or qualified mental health care personnel. The mental health screening includes, but is not limited to:

Inquiry into:

- whether the offender has a present suicide ideation
- whether the offender has a history of suicidal behavior
- whether the offender is presently prescribed psychotropic medication
- whether the offender has a current mental health complaint
- whether the offenders are being treated for mental health problems
- whether the offender has a history of inpatient and outpatient psychiatric treatment
- whether the offender has a history of treatment for substance abuse

Observation of:

- general appearance and behavior
- evidence of abuse and/or trauma
- current symptoms of psychosis, depression, anxiety, and/or aggression

Disposition of offender:

- to the general population
- to the general population with appropriate referral to mental health care service
- referral to appropriate mental health care service for emergency
- treatment

Comment: None.

Protocols: Written policy and procedure. Mental health screening form.

Process Indicators: Health records. Completed mental health screening forms. Transfer logs. Interviews.

Mental Health Appraisal

4-4371
(2010 Supplement)

Revised January 2006. (Mandatory) All intersystem offender transfers will undergo a mental health appraisal by a qualified mental health professional within fourteen days of admission to a facility. If there is documented evidence of a mental health appraisal within the previous ninety days, a new mental health appraisal is not required, except as determined by the designated mental health authority. Mental health appraisals include, but are not limited to:

- review of available historical records of inpatient and outpatient psychiatric treatment
- review of history of treatment with psychotropic medication
- review of history of psychotherapy, psycho-educational groups, and

classes or support groups

- review of history of drug and alcohol treatment
- review of educational history
- review of history of sexual abuse-victimization and predatory behavior
- assessment of current mental status and condition
- assessment of current suicidal potential and person-specific circumstances that increase suicide potential
- assessment of violence potential and person-specific circumstances that increase violence potential
- assessment of drug and alcohol abuse and/or addiction
- use of additional assessment tools, as indicated
- referral to treatment, as indicated
- development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation

Comment: None.

Protocols: Written policy and procedure. Mental health appraisal form.

Process Indicators: Health records. Completed mental health appraisal forms. Transfer logs. Interviews.

4-4371
(New)

(MANDATORY) All intersystem offender transfers will undergo a mental health appraisal by a qualified mental health person within 14 days of admission to a facility. If there is documented evidence of a mental health appraisal within the previous 90 days, a new mental health appraisal is not required, except as determined by the designated mental health authority. Mental health examinations include, but are not limited to:

- assessment of current mental status and condition
- assessment of current suicidal potential and person-specific circumstances that increase suicide potential
- assessment of violence potential and person-specific circumstances that increase violence potential
- review of available historical records of inpatient and outpatient psychiatric treatment
- review of history of treatment with psychotropic medication
- review of history of psychotherapy, psychoeducational groups, and classes or support groups
- review of history of drug and alcohol treatment
- review of history of sexual abuse-victimization and predatory behavior
- assessment of drug and alcohol abuse and/or addiction
- use of additional assessment tools, as indicated
- referral to treatment, as indicated
- development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation

Comment: None.

Protocols: Written policy and procedure. Mental health appraisal form.

Process Indicators: Health records. Completed mental health appraisal forms. Transfer logs. Interviews.

**4-4372
(2010 Supplement)**

Revised January 2006. Offenders referred for mental health treatment will receive a comprehensive evaluation by a qualified mental health practitioner. The evaluation is to be completed within fourteen days of the referral request date and include at least the following:

- **review of mental health screening and appraisal data**
- **direct observations of behavior**
- **collection and review of additional data from individual diagnostic interviews and tests assessing personality, intellect, and coping abilities**
- **compilation of the individual's mental health history**
- **development of an overall treatment/management plan with appropriate referral to include transfer to mental health facility for offenders whose psychiatric needs exceed the treatment capability of the facility**

Comment: Comprehensive individual psychological evaluations should be performed when there is a reasonable expectation that such evaluation will serve a therapeutic or dispositional function useful to the overall interests of the offender. Written reports describing the results of the assessment should be prepared and all information should be appropriately filed.

Protocols: Written policy and procedure. Mental health referral form.

Process Indicators: Health records. Completed referral forms. Interviews with mental health provider(s). Clinic visit records.

**4-4372
(Ref. 3-4349)**

Offenders referred for mental health treatment will receive a comprehensive evaluation by a licensed mental health professional. The evaluation is to be completed within 14 days of the referral request date and include at least the following:

- **review of mental health screening and appraisal data**
- **direct observations of behavior**
- **collection and review of additional data from individual diagnostic interviews and tests assessing personality, intellect, and coping abilities**
- **compilation of the individual's mental health history**
- **development of an overall treatment/management plan with appropriate referral to include transfer to mental health facility for offenders whose psychiatric needs exceed the treatment capability of the facility**

Comment: Comprehensive individual psychological evaluations should be performed when there is a reasonable expectation that such evaluation will serve a therapeutic or disposition function useful to the overall interests of the offender. Written reports describing the results of the assessment should be prepared and all information should be appropriately filed.

Protocols: Written policy and procedure. Mental health referral form.

Process Indicators: Health records. Completed referral forms. Interviews with mental health provider(s). Clinic visits records.

Suicide Prevention and Intervention

(MANDATORY) There is a written suicide prevention plan that is approved by the health authority and reviewed by the facility or program administrator. The plan includes staff and offender critical incident debriefing that covers the management of suicidal incidents, suicide watch, assaults, prolonged threats, and death of an offender or staff member. It ensures a review of critical incidents by administration, security, and health services. All staff with responsibility for offender supervision are trained on an annual basis in the implementation of the program. Training should include but not be limited to:

- identifying the warning signs and symptoms of impending suicidal behavior
- understanding the demographic and cultural parameters of suicidal behavior, including incidence and variations in precipitating factors
- responding to suicidal and depressed offenders
- communication between correctional and health care personnel
- referral procedures
- housing observation and suicide watch level procedures
- follow-up monitoring of offenders who make a suicide attempt

Comment: The program should include specific procedures for handling intake, screening, identifying, and supervising a suicide-prone offender and be signed and reviewed annually.

Protocols: Written policy and procedures. Training curriculum and lesson plans. Suicide watch logs or forms.

Process Indicators: Health records. Documentation of staff training. Documentation of suicide watches and critical incident debriefings. Observations. Interviews.

Mental Illness and Developmental Disability

4-4374
(Ref. 3-4367)

Offenders with severe mental illness or who are severely developmentally disabled receive a mental health evaluation and, where appropriate, are referred for placement in noncorrectional facilities or in units specifically designated for handling this type of individual.

Comment: Offenders with severe mental illness or developmental disabilities are vulnerable to abuse by other offenders and require specialized care. These individuals may be a danger to self or others or be incapable of attending to their basic physiological needs.

Protocols: Written policy and procedures.

Process Indicators: Health records. Referral logs. Records. Interviews.

Prostheses and Orthodontic Devices

4-4375
(2010 Supplement)

Revised January 2006. Medical or dental adaptive devices (eyeglasses, hearing aids, dentures, wheelchairs, or other prosthetic devices) are provided when medically necessary as determined by the responsible health care practitioner.

Comment: Offenders may be required to provide copayments for these devices.

Protocols: Written policy and procedure.

Process Indicators: Purchase records. Health records. Interviews.

Medical or dental adaptive devices (eyeglasses, hearing aids, dentures, wheelchairs, or other prosthetic devices) are provided when the health of the offender would otherwise be adversely affected, as determined by the responsible physician or dentist.

Comment: Offenders may be required to provide copayments for these devices.

Protocols: Written policy and procedure.

Process Indicators: Purchase records. Health records. Interviews.

Detoxification

4-4376
(2010 Supplement)

Revised January 2006. (Mandatory) Detoxification is done only under medical supervision in accordance with local, state, and federal laws. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedative hypnotic drugs is conducted under medical supervision when performed at the facility or is conducted in a hospital or community detoxification center. Specific guidelines are followed for the treatment and observation of individuals manifesting mild or moderate symptoms of intoxication or withdrawal from alcohol and other drugs.

Comment: None.

Protocols: Written policy and procedure. Community contract agreements.

Process Indicators: Health records. Transfer records. Interviews.

4-4376
(Ref. 3-4370)

(MANDATORY) Detoxification is done only under medical supervision in accordance with local, state, and federal laws. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedative hypnotic drugs is conducted under medical supervision when performed at the facility or is conducted in a hospital or community detoxification center. Specific guidelines are followed for the treatment and observation of individuals manifesting mild or moderate symptoms of intoxication or withdrawal from alcohol and other drugs. Offenders experiencing severe, life-threatening intoxication (an overdose), or withdrawal are transferred under appropriate security conditions to a facility where specialized care is available.

Comment: None.

Protocols: Written policy and procedure. Community contract agreements.

Process Indicators: Health records. Transfer records. Interviews.

Management of Chemical Dependency

4-4377
(Ref. 3-4371)

Offenders have access to a chemical dependency treatment program. When a chemical dependency program exists, the clinical management of chemically dependent offenders includes, at a minimum, the following:

- a standardized diagnostic needs assessment administered to determine the extent of use, abuse, dependency, and/or codependency
- an individualized treatment plan developed and implemented by a multidisciplinary clinical team that includes medical, mental health, and substance abuse professionals
- prerelease relapse-prevention education, including risk management
- the offender will be involved in aftercare discharge plans

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Health records. Interviews. Prerelease, preventive, or education curriculum.

Pharmaceuticals

4-4378
(Ref. 3-4341)

(MANDATORY) Proper management of pharmaceuticals includes the following provisions:

- a formulary is available
- a formalized process for obtaining nonformulary medications
- prescription practices, including requirements that
 - 1) medications are prescribed only when clinically indicated as one facet of a program of therapy
 - 2) a prescribing provider reevaluates a prescription prior to its renewal
- procedures for medication procurement, receipt, distribution, storage, dispensing, administration, and disposal
- secure storage and perpetual inventory of all controlled substances, syringes, and needles
- the proper management of pharmaceuticals is administered in accordance with state and federal law
- administration of medication by persons properly trained and under the supervision of the health authority and facility or program administrator or designee
- accountability for administering or distributing medications in a timely manner and according to physician orders

Comment: The formulary should include all prescription and nonprescription medications stocked in a facility or routinely procured from outside sources. Controlled substances are those classified by the Drug Enforcement Agency as Schedule II-V. The pharmacy should be managed by a pharmacist or health-trained personnel approved by the health authority.

Protocols: Written policy and procedure. Federal and state laws and regulations. Format for documentation of medication, inventory, and storage of medication.

Process Indicators: Health records. Completed medication administration, inventory, and storage forms. Documentation of compliance with federal and state laws.

Nonprescription Medication

4-4379
(New)

If offenders have access to nonprescription (over-the-counter) medications that are available outside of health services, the items, the policy, and procedures are approved jointly by the facility or program administrator and the health authority.

Comment: Approved medications may be purchased through the commissary or the canteen.

Protocols: Written policy and procedure.

Process Indicators: Commissary or canteen items. Documentation of health authority approval. Interviews.

PERFORMANCE STANDARD: STAFF TRAINING

2A. The provision of health services should be done in a professionally acceptable manner including the requirement that all staff be adequately trained and qualified and can demonstrate competency in their assigned duties.

OUTCOME MEASURES

1. Number of staff with lapsed licensure and/or certification in the past 12 months divided by the number of licensed or certified staff during in the past 12 months.
2. Number of new employees in the past 12 months who completed orientation training prior to undertaking job assignments divided by the number of new employees in the past 12 months.
3. Number of employees completing in-service training requirements in the past 12 months divided by the number of employees eligible in the past 12 months.
4. Number of staff turnover per position category (MD, RN, LPN, medical records, and ancillary staff) in the past 12 months divided by the number of staff positions per category in the past 12 months.
5. Number of staff terminations for violation of drug-free work policy in the past 12 months divided by the number of staff terminations in the past 12 months.

EXPECTED PRACTICES

Health Authority

4-4380
(2010 Supplement)

Revised January 2006. (Mandatory) The facility has a designated health authority with responsibility for ongoing health care services pursuant to a written agreement, contract, or job description. Such responsibilities include:

- **establish a mission statement, which defines the scope of health care services**
- **develop mechanisms, including written agreements, when necessary, to assure that the scope of services are provided and properly monitored**
- **develop a facility's operational health policies and procedures**
- **identify the type of health care staff needed to provide the determined scope of services**
- **establish systems for the coordination of care among multidisciplinary health care providers and**
- **develop a quality management program**

The health authority may be a physician, health services administrator or health agency. When the health authority is other than a physician, final clinical judgments rest with a single, designated, responsible physician. The health authority is authorized and responsible for making decisions about the deployment of health resources and the day-to-day operations of the health services program.

Comment: The health authority and health services administrator may be the same person. The responsibility of the health authority includes arranging for all levels of health services, assuring the quality of all health services, and assuring that offenders have access to them. Health services provides for the physical and mental well-being of the offender population and should include medical and dental services, mental health services, nursing care, personal hygiene, dietary services, health education, and attending to environmental conditions. While overall

responsibility may be assumed at the central office level, it is essential that each facility have an onsite health services administrator. The health authority and health services administrator may be the same person.

Protocols: Written policy and procedure. Sample agreement or contract requirements. Job description.

Process Indicators: Documentation of health authority designation. Contract. Billing records. Interviews. Documentation of mission statement, operational policies and procedures, scope of services and required personnel, coordination of care, and a quality management program.

4-4380
(Ref. 3-4326)

(MANDATORY) The facility has a designated health authority with responsibility for ongoing health care services pursuant to a written agreement, contract, or job description. Such responsibilities include the following:

- **establishing a mission statement that defines the scope of health care services**
- **developing mechanisms, including written agreements, when necessary, to assure that the scope of services is provided and properly monitored**
- **developing a facility's operational health policies and procedures**
- **identifying the type of health care providers needed to provide the determined scope of services**
- **establishing systems for the coordination of care among multidisciplinary health care providers**
- **developing a quality management program**

The health authority may be a physician, health services administrator, or health agency. When the health authority is other than a physician, final clinical judgments rest with a single, designated, responsible physician. The health authority is authorized and responsible for making decisions about the deployment of health resources and the day-to-day operations of the health services program.

Comment: The health authority and health services administrator may be the same person. The responsibility of the health authority includes arranging for all levels of health services, assuring the quality of all health services, and assuring that offenders have access to them. Health services provides for the physical and mental well-being of the offender population and should include medical and dental services, mental health services, nursing care, personal hygiene, dietary services, health education, and attending to environmental conditions. While overall responsibility may be assumed at the central office level, it is essential that each facility have an onsite health services administrator. The health authority and health services administrator may be the same person.

Protocols: Written policy and procedure. Sample agreement or contract requirements. Job description.

Process Indicators: Documentation of health authority designation. Contract. Billing records. Interviews. Documentation of mission statement, operational policies and procedures, scope of services and required personnel, coordination of care, and a quality management program.

Provision of Treatment

Revised January 2006. (Mandatory) Clinical decisions are the sole province of the responsible health care practitioner and are not countermanded by non-clinicians.

Comment: The provision of health care is a joint effort of administrators and health care providers and can be achieved only through mutual trust and cooperation. The health authority arranges for the availability of health care services; the responsible clinician determines what services are needed; the official responsible for the facility provides the administrative support for making the services accessible to offenders.

Protocols: Written policy and procedure.

Process Indicators: Health records entries. Offender grievances. Interviews.

4-4381
(Ref. 3-4327)

(MANDATORY) Clinical decisions are the sole province of the responsible clinician and are not countermanded by nonclinicians.

Comment: The provision of health care is a joint effort of administrators and health care providers and can be achieved only through mutual trust and cooperation. The health authority arranges for the availability of health care services; the responsible clinician determines what services are needed; the official responsible for the facility provides the administrative support for making the services accessible to offenders.

Protocols: Written policy and procedure.

Process Indicators: Health record entries. Offender grievances. Interviews.

Personnel Qualifications

4-4382
(2010 Supplement)

Revised January 2006. (Mandatory) If the facility provides health care services, they are provided by qualified health care staff whose duties and responsibilities are governed by written job descriptions, contracts, or written agreements approved by the health authority. Verification of current credentials and job descriptions are on file in the facility.

Comment: Job descriptions should include qualifications and specific duties and responsibilities. Verification consists of copies of credentials or a letter confirming credential status from the state licensing or certification body. Standing medical orders are for the definitive treatment of identified conditions and for the on-site emergency treatment of any person having such condition. Direct orders are those written specifically for the treatment of one person's particular condition.

Protocols: Written policy and procedures. Job descriptions. Standing orders.

Process Indicators: Verification of credentials or licensure. Documentation of compliance with standing orders. Health record entries. Interviews.

4-4382
(New)

(MANDATORY) If the facility provides health care services, they are provided by qualified health care personnel whose duties and responsibilities are governed by written job descriptions that are on-file in the facility and are approved by the health authority. If offenders are treated at the facility by health care personnel other than a licensed provider, the care is provided pursuant to written standing or direct orders by personnel authorized by law to give such orders.

Comment: Job descriptions should include qualifications and specific duties and responsibilities. Verification consists of copies of credentials or a letter confirming credential status from the state licensing or certification body. Standing medical

orders are for the definitive treatment of identified conditions and for the on-site emergency treatment of any person having such condition. Direct orders are those written specifically for the treatment of one person's particular condition.

Protocols: Written policy and procedures. Job descriptions. Standing orders.

Process Indicators: Verification of credentials or licensure. Documentation of compliance with standing orders. Health record entries. Interviews.

4-4383
(2010 Supplement)

Revised January 2006. When institutions do not have qualified health care staff, health-trained personnel coordinate the health delivery services in the institution under the joint supervision of the responsible health authority and warden or superintendent.

Comment: The health-trained staff member (who is other than a nurse, mid-level practitioner, or emergency medical technician) may be full-time or part-time. Coordination duties may include reviewing receiving screening forms for needed follow-up, readying offenders and their records for sick call, and assisting in carrying out orders regarding such matters as diets, housing, and work assignments.

Protocols: Written policy and procedures. Job description for health-trained personnel.

Process Indicators: Health records. Observation. Interviews.

4-4383
(Ref. 3-4338)

When institutions do not have full-time, qualified health care personnel, a health-trained staff member coordinates the health delivery services in the institution under the joint supervision of the responsible health authority and warden or superintendent.

Comment: The health-trained staff member (who is other than a nurse, mid-level practitioner, or emergency medical technician) may be full-time or part-time. Coordination duties may include reviewing receiving screening forms for needed follow-up, readying offenders and their records for sick call, and assisting in carrying out orders regarding such matters as diets, housing, and work assignments.

Protocols: Written policy and procedures. Job description for health-trained personnel.

Process Indicators: Health records. Observation. Interviews.

Credentials

4-4384
(2010 Supplement)

Deleted January 2006.

4-4384
(Ref. 3-4334)

(MANDATORY) All professional staff comply with applicable state and federal licensure, certification, or registration requirements. Verification of current credentials and job descriptions are on file in the facility.

Comment: None.

Protocols: Written policy and procedure. Copies of licensure requirements.

Process Indicators: Personnel records. Documentation of licensure, certification, or registration. Documentation of current credentials.

Employee Orientation

Revised January 2006. All full-time health care staff who have offender contact receive forty hours of training in addition to orientation training during their first year of employment and forty hours of training each year thereafter.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Training records. Interviews.

4-4385
(Ref. 3-4082)

All health care staff who have offender contact receive 40 hours of training in addition to orientation training during their first year of employment and 40 hours of training each year thereafter.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Training records. Interviews.

Employee Health

4-4386
(2010 Supplement)

Revised January 2006. All direct care staff are screened for tuberculosis infection and disease prior to job assignment and periodically in accordance with recommendations from applicable local, state, and federal public health authorities.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Employee records. Interviews.

4-4386
(New)

All new direct care staff receive a test for tuberculosis prior to job assignment and ongoing testing thereafter.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Employee records. Interviews.

4-4387
(2010 Supplement)

Revised January 2006. All direct care staff are offered the hepatitis B vaccine series in accordance with the institution's exposure control plan.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Employment records. Interviews.

4-4387
(New)

All direct care staff are offered the hepatitis B vaccine series.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Employment records. Interviews.

Emergency Plans

Revised January 2006. (Mandatory) All health care staff in the facility are trained in the implementation of the facility's emergency plans. Health care staff are included in facility emergency drills as applicable.

Comment: Emergency plans include those for fire, natural disaster, power outage, hostage situation, riot, and other disturbances.

Protocols: Written policy and procedure. Facility-plan specifications. A schedule for drills.

Process Indicators: Documentation of drills. Facility logs. Interviews.

4-4388
(Ref. 3-4208)

(MANDATORY) All health care personnel delivering health care in the facility are trained in the implementation of the facility's emergency plans. Health care personnel are included in facility emergency drills, as applicable.

Comment: Emergency plans include those for fire, natural disaster, power outage, hostage situation, riot, and other disturbances.

Protocols: Written policy and procedure. Facility-plan specifications. A schedule for drills.

Process Indicators: Documentation of drills. Facility logs. Interviews.

Emergency Response

4-4389
(2010 Supplement)

Revised January 2006. (Mandatory) Designated correctional and all health care staff are trained to respond to health-related situations within a four-minute response time. The training program is conducted on an annual basis and is established by the responsible health authority in cooperation with the facility or program administrator and includes instruction on the following:

- recognition of signs and symptoms, and knowledge of action required in potential emergency situations
- administration of basic first aid
- certification in cardiopulmonary resuscitation (CPR) in accordance with the recommendations of the certifying health organization
- methods of obtaining assistance
- signs and symptoms of mental illness, violent behavior, and acute chemical intoxication and withdrawal
- procedures for patient transfers to appropriate medical facilities or health care providers
- suicide intervention

Comment: The facility administrator or designee may designate those correctional officers and health care providers who have responsibility to respond to health care emergencies. Staff not physically able to perform CPR are exempt from the expected practice.

Protocols: Written policy and procedure. Lesson plans and curriculum.

Process Indicators: Verification of training. Records and certificates. Interviews.

4-4389
(Ref. 3-4351)

(MANDATORY) Correctional and health care personnel are trained to respond to health-related situations within a four-minute response time. The training program is conducted on an annual basis and is established by the responsible health authority in cooperation with the facility or program administrator and includes instruction on the following:

- **recognition of signs and symptoms, and knowledge of action that is required in potential emergency situations**
- **administration of basic first aid**
- **certification in cardiopulmonary resuscitation (CPR) in accordance with the recommendations of the certifying health organization**
- **methods of obtaining assistance**
- **signs and symptoms of mental illness, violent behavior, and acute chemical intoxication and withdrawal**
- **procedures for patient transfers to appropriate medical facilities or health care providers**
- **suicide intervention**

Comment: The facility administrator or designee may designate those correctional officers and health care providers who have responsibility to respond to health care emergencies. Staff not physically able to perform CPR are exempt from the expected practice.

Protocols: Written policy and procedure. Lesson plans and curriculum.

Process Indicators: Verification of training. Records and certificates. Interviews.

First Aid

4-4390
(2010 Supplement)

Revised August 2002. First aid kits are available in designated areas of the facility based on need and an automatic external defibrillator is available for use at the facility.

Comment: The availability and placement of first aid kits are determined by the designated health authority in conjunction with the facility administrator. The health authority approves the contents, number, location, and procedures for monthly inspection of the kit(s) and develops written procedures for the use of the kits by nonmedical staff.

Protocols: Written policy/procedure.

Process Indicators: List of first aid contents. Documentation of inspections.

4-4390
(Ref. 3-4352)

First aid kits are available in designated areas of the facility based on need.

Comment: The availability and placement of first aid kits are determined by the designated health authority in conjunction with the facility administrator. The health authority approves the contents, number, location, and procedures for monthly inspection of the kit(s) and develops written procedures for the use of the kits by nonmedical staff.

Protocols: Written policy and procedure.

Process Indicators: List of first aid kit contents. Documentation of inspections.

Volunteers

4-4391
(New)

If volunteers are used in the delivery of health care, there is a documented system for selection, training, staff supervision, facility orientation, and a definition of tasks, responsibilities, and authority that is approved by the health authority. Volunteers may only perform duties consistent with their credentials and training. Volunteers agree in writing to abide by all facility policies, including those relating to the security and confidentiality of

information.

Comment: Facility orientation should include topics such as: fire, safety, security, and contraband.

Protocols: Written policy and procedure. Volunteer agreement forms.

Process Indicators: Signed agreement forms. Observation. Interviews with volunteers.

Students and/or Interns

4-4392
(Ref. 3-4339)

Any students, interns, or residents delivering health care in the facility, as part of a formal training program, work under staff supervision, commensurate with their level of training. There is a written agreement between the facility and training, or educational facility that covers the scope of work, length of agreement, and any legal or liability issues. Students or interns agree in writing to abide by all facility policies, including those relating to the security and confidentiality of information.

Comment: None.

Protocols: Written policy and procedure. Written agreements or contracts.

Process Indicators: Signed agreements and contracts. Observation. Interviews.

Offender Assistants

4-4393
(2010 Supplement)

Revised August 2008. Unless prohibited by state law, offenders (under staff supervision) may perform familial duties commensurate with their level of training. These duties may include:

- peer support and education
- hospice activities
- assist impaired offenders on a one-on-one basis with activities of daily living
- suicide companion or buddy if qualified and trained through a formal program that is part of suicide prevention plan
- handling dental instruments for the purpose of sanitizing and cleaning, when directly supervised and in compliance with applicable tool control policies, while in a dental assistants training program certified by the state department of education or other comparable appropriate authority

Offenders are not to be used for the following duties:

- performing direct patient care services
- scheduling health care appointments
- determining access of other offenders to health care services
- handling or having access to surgical instruments, syringes, needles, medications, or health records
- operating diagnostic or therapeutic equipment except under direct supervision (by specially trained staff) in a vocational training program

Comment: No offender, or group of offenders, is given control or authority over other offenders in the health care area.

Protocols: Written policy and procedure.

Process Indicators: Observation. Interviews.

4-4393
(Ref. 3-4340)

Unless prohibited by state law, offenders (under staff supervision) may perform familial duties commensurate with their level of training. These duties may include the following:

- peer support and education
- hospice activities
- assisting impaired offenders on a one-on-one basis with activities of daily living
- serving as a suicide companion or buddy if qualified and trained through a formal program that is part of a suicide prevention plan

Offenders are not to be used for the following duties:

- performing direct patient care services
- scheduling health care appointments
- determining access of other offenders to health care services
- handling or having access to surgical instruments, syringes, needles, medications, or health records
- operating diagnostic or therapeutic equipment except under direct supervision (by specially trained staff) in a vocational training program

Comment: No offender or group of offenders is given control or authority over other offenders in the health care area.

Protocols: Written policy and procedure.

Process Indicators: Observation. Interviews.

PERFORMANCE STANDARD: OFFENDER TREATMENT

3A. Offenders are treated humanely, fairly, and in accordance with established policy and all applicable laws.

OUTCOME MEASURES

1. Number of offender lawsuits related to unfair treatment or rights violation found in favor of the offender in the past 12 months divided by the number of offender lawsuits related to unfair treatment or rights violation in the past 12 months.
2. Number of state court malpractice or tort liability cases found in favor of the offender in the past 12 months divided by the number of state court malpractice or tort liability cases in the past 12 months.

EXPECTED PRACTICES

Grievances

4-4394
(New)

There is a system for resolving offender grievances relating to health care concerns.

Comment: None.

Protocols: Written policy and procedures. Grievance reporting forms.

Process Indicators: Grievance records. Interviews.

Notification

4-4395
(Ref. 3-4374)

There is a process by which the individuals designated by the offender are notified in case of serious illness, serious injury, or death, unless security reasons dictate otherwise. If possible, permission for notification is obtained from the offender.

Comment: The persons to be notified should be designated in writing as part of the facility's admissions procedures. Whenever possible, the facility should obtain the offender's consent prior to notifying any designated individuals.

Protocols: Written policy and procedure.

Process Indicators: Notification records.

Confidentiality

4-4396
(2010 Supplement)

Revised January 2006. (Mandatory) The principle of confidentiality applies to offender health records and information about offender health status.

- The active health record is maintained separately from the confinement case record.
- Access to the health record is in accordance with state and federal law.
- To protect and preserve the integrity of the facility, the health authority shares with the superintendent/warden information regarding an offender's medical management.
- The circumstances are specified when correctional staff should be advised of an offender's health status. Only that information necessary to preserve the health and safety of an offender, other offenders, volunteers/visitors, or the correctional staff is provided.
- Policy determines how information is provided to correctional/classification staff/volunteers/visitors to address the medical needs of the offender as it relates to housing, program placement, security, and transport.
- The release of health information complies with the Health Insurance Portability and Accountability Act (HIPPA), where applicable, in a correctional setting.

Comment: The principle of confidentiality protects offender patients from disclosure of confidences entrusted to a health care provider during the course of treatment.

Protocols: Policy and procedure.

Process Indicators: Observation. Interviews.

4-4396
(Ref. 3-4377)

(MANDATORY) The principle of confidentiality applies to an offender's health records and information about an offender's health status.

- The active health record is maintained separately from the confinement case record.
- Access to the health record is in accordance with state and federal law.
- To protect and preserve the integrity of the facility, the health authority shares with the superintendent or the warden information regarding an offender's medical management.
- The circumstances are specified when correctional staff should be

advised of an offender's health status. Only that information necessary to preserve the health and safety of an offender, other offenders, volunteers, visitors, or the correctional staff is provided.

- Policy determines how information is provided to correctional and classification staff, volunteers, and visitors to address the medical needs of the offender as it relates to housing, program placement, security, and transport.

Comment: The principle of confidentiality protects offender patients from disclosure of confidences entrusted to a health care provider during the course of treatment.

Protocols: Policy and procedure.

Process Indicators: Observation. Interviews.

Informed Consent

4-4397
(Ref. 3-4372)

(MANDATORY) Informed consent standards in the jurisdiction are observed and documented for offender care in a language understood by the offender. In the case of minors, the informed consent of a parent, guardian, or a legal custodian applies when required by law. When health care is rendered against the patient's will, it is in accordance with state and federal laws and regulations. Otherwise, any offender may refuse (in writing) medical, dental, and mental health care.

Comment: If the offender refuses to sign the refusal form, it must be signed by at least two witnesses. The form must then be sent to the medical department and reviewed by a qualified health care professional. If there is a concern about decision-making capacity, and evaluation should be done, especially if the refusal is for critical or acute care.

Protocols: Written policy and procedure. Consent or authorization forms.

Process Indicators: Health records. Completed consent forms. Interviews.

Elective Procedures

4-4398
(Ref. 3-4359)

There are guidelines that govern elective procedures for surgery for offenders.

Comment: Health care staff should have a procedure for decisions on elective surgery needed to correct a substantial functional deficit or if an existing pathological process threatens the well-being of the inmate over a period of time.

Protocols: Written policy and procedure.

Process Indicators: Health records. Interviews.

Special Needs

4-4399
(2010 Supplement)

Revised January 2006. There is consultation between the facility and program administrator (or a designee) and the responsible health care practitioner (or designee) prior to taking action regarding chronically ill, physically disabled, geriatric, seriously mentally ill, or developmentally disabled offenders in the following areas:

- housing assignments
- program assignments
- disciplinary measures

- **transfers to other facilities**

When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than seventy-two hours.

Comment: Maximum cooperation between custody personnel and health care providers is essential so that both groups are aware of decisions and movements regarding mentally ill and developmentally disabled offenders.

Protocols: Written policy and procedure.

Process Indicators: Documentation of consultation between facility or program administrator and clinician. Health records. Interviews.

4-4399
(Ref. 3-4369)

There is consultation between the facility and program administrator (or a designee) and the responsible clinician (or designee) prior to taking action regarding chronically ill, physically disabled, geriatric, seriously mentally ill, or developmentally disabled offenders in the following areas:

- **housing assignments**
- **program assignments**
- **disciplinary measures**
- **transfers to other facilities**

When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours.

Comment: Maximum cooperation between custody personnel and health care providers is essential so that both groups are aware of decisions and movements regarding mentally ill and developmentally disabled offenders.

Protocols: Written policy and procedure.

Process Indicators: Documentation of consultation between facility or program administrator and clinician. Health records. Interviews.

Segregation

4-4400
(2010 Supplement)

Revised January 2006. (Mandatory) When an offender is transferred to segregation, health care staff will be informed immediately and will provide a screening and review as indicated by the protocols established by the health authority. Unless medical attention is needed more frequently, each offender in segregation receives a daily visit from a qualified health care professional. The visit ensures that offenders have access to the health care system. The presence of a health care provider in segregation is announced and recorded. The frequency of physician visits to segregation units is determined by the health authority.

Comment: Health care providers' visits are intended to be screening rounds and are not meant to be clinical encounters. Those offenders who request "sick call" are evaluated by a health care provider who determines the appropriate setting for further medical attention or examination. Health care providers may request that an offender be removed from a cell or housing area for medical attention or examination. All "sick call" encounters are documented in the offender's health record.

Protocols: Written policy and procedure.

Process Indicators: Health records. Segregation logs. Duty assignment roster for health care providers. Observation. Interviews.

4-4400
(Ref. 3-4246)

(MANDATORY) When an offender is transferred to segregation, health care personnel will be informed immediately and will provide assessment and review as indicated by the protocols established by the health authority. Unless medical attention is needed more frequently, each offender in segregation receives a daily visit from a health care provider. The visit ensures that offenders have access to the health care system. The presence of a health care provider in segregation is announced and recorded. The frequency of physician visits to segregation units is determined by the health authority.

Comment: Health care providers' visits are intended to be screening rounds and are not meant to be clinical encounters. Those offenders who request "sick call" are evaluated by a health care provider who determines the appropriate setting for further medical attention or examination. Health care providers may request that an offender be removed from a cell or housing area for medical attention or examination. All "sick call" encounters are documented in the offender's health record.

Protocols: Written policy and procedure.

Process Indicators: Health records. Segregation logs. Duty assignment roster for health care providers. Observation. Interviews.

Involuntary Admission

4-4401
(Ref. 3-4342-1)

(MANDATORY) The involuntary administration of psychotropic medication(s) to an offender is governed by applicable laws and regulations of the jurisdiction. When administered, the following conditions must be met:

- authorization is by a physician who specifies the duration of therapy
- less restrictive intervention options have been exercised without success as determined by the physician or psychiatrist
- details are specified about why, when, where, and how the medication is to be administered
- monitoring occurs for adverse reactions and side effects
- treatment plan goals are prepared for less restrictive treatment alternatives as soon as possible.

Comment: None.

Protocols: Written policy and procedure. Laws and regulations.

Process Indicators: A health record. Interviews.

Research

4-4402
(2010 Supplement)

Revised January 2006. **(Mandatory)** The use of offenders for medical, pharmaceutical, or cosmetic experiments is prohibited. This does not preclude offender participation in clinical trials that are approved by an institutional review board based on his/her need for a specific medical intervention. Institutions electing to perform research will be in compliance with all state and federal guidelines.

Comment: Experimental programs include aversive conditioning, psychosurgery,

and the application of cosmetic substances being tested prior to sale to the general public. An individual's treatment with a new medical procedure by his or her physician should be undertaken only after the offender has received a full explanation of the positive and negative features of the treatment and only with informed consent.

Protocols: Written policy and procedure. Laws and regulations.

Process Indicators: Health records. Interviews.

4-4402
(Ref. 3-4373)

(MANDATORY) The use of offenders for medical, pharmaceutical, or cosmetic experiments is prohibited. This does not preclude individual treatment of an offender based on his or her need for a specific medical procedure that is not generally available. Institutions electing to perform research will be in compliance with all state and federal guidelines.

Comment: Experimental programs include aversive conditioning, psychosurgery, and the application of cosmetic substances being tested prior to sale to the general public. An individual's treatment with a new medical procedure by his or her physician should be undertaken only after the offender has received a full explanation of the positive and negative features of the treatment and only with informed consent.

Protocols: Written policy and procedure. Laws and regulations.

Process Indicators: Health records. Interviews.

Privacy

4-4403
(New)

Health care encounters, including medical and mental health interviews, examinations, and procedures, should be conducted in a setting that respects the offender's privacy.

Comment: Female offenders should be provided a female escort for encounters with a male health care provider.

Protocols: Written policy and procedure. Facility diagram.

Process Indicators: Observation. Interviews.

4-4403-1
(2010 Supplement)

Added January 2006. If Tele-health is used for patient encounters, the plan includes policies for:

- patient consent
- confidentiality/protected health information
- documentation
- integration of the report of the consultation into the primary health care record

Comment: None.

Protocols: Written policy/procedure. Tele-health appointment logs.

Process Indicators: Patient consent form for Tele-health; health records; interviews.

Transfer

4-4404
(2010 Supplement)

Revised January 2005. A transfer that results in an offender's placement in a non-correctional facility or in a special unit within the facility or agency,

specifically designated for the care and treatment of the severely mentally ill or developmentally disabled, follows due process procedures as specified by federal, state, and local law prior to the move being effected. In emergency situations, a hearing is held as soon as possible after the transfer.

Comment: The following are generally accepted as due process procedures: written notice to the offender of the proposed transfer; a hearing for the offender, with the right (unless limited for good cause) to call and cross examine witnesses; a decision by an independent official not involved in treatment of the offender, with a statement of the reasons for transfer; and an independent adviser to assist the offender facing transfer.

Protocols: Written policy and procedure. State and local laws.

Process Indicators: Health records. Transfer logs. Interviews.

**4-4404
(Ref. 3-4368)**

A transfer that results in an offender's placement in a noncorrectional facility or in a special unit within the facility, specifically designated for the care and treatment of the severely mentally ill or developmentally disabled, follows due process procedures as specified by federal, state, and local law prior to the move being effected. In emergency situations, a hearing is held as soon as possible after the transfer.

Comment: The following are generally accepted as due process procedures: written notice to the offender of the proposed transfer; a hearing for the offender, with the right (unless limited for good cause) to call and cross-examine witnesses; a decision by an independent official not involved in treatment of the offender, with a statement of the reasons for the transfer; and an independent adviser to assist the offender facing transfer.

Protocols: Written policy and procedure. State and local law.

Process Indicators: Health records. Transfer logs. Interviews.

Use of Restraints

**4-4405
(2010 Supplement)**

Revised January 2006. (Mandatory) The use of restraints for medical and psychiatric purposes is defined, at a minimum by the following:

- **conditions under which restraints may be applied**
- **types of restraints to be applied**
- **identification of a qualified medical or mental health care practitioner who may authorize the use of restraints after reaching the conclusion that less intrusive measures would not be successful**
- **monitoring procedures for offenders in restraints**
- **length of time restraints are to be applied**
- **documentation of efforts for less restrictive treatment alternatives as soon as possible**
- **an after-incident review**

Comment: Written policy should identify the authorization needed and when, where, and how restraints may be used and for how long.

Protocols: Written policy and procedure. Monitoring form.

Process Indicators: Health records. Restraint logs. Completed monitoring forms. List of providers authorized to order restraints. Interviews.

(MANDATORY) The use of restraints for medical and psychiatric purposes is defined, at a minimum, by the following:

- conditions under which restraints may be applied
- types of restraints to be applied
- identification of a qualified medical or mental health professional who may authorize the use of restraints after reaching the conclusion that less intrusive measures would not be successful
- monitoring procedures for offenders in restraints
- length of time restraints are to be applied
- documentation of efforts for less restrictive treatment alternatives as soon as possible
- an after-incident review

Comment: Written policy should identify the authorization needed and when, where, and how restraints may be used and for how long.

Protocols: Written policy and procedure. Monitoring form.

Process Indicators: Health records. Restraint logs. Completed monitoring forms. List of providers authorized to order restraints. Interviews.

Sexual Assault

4-4406
(New)

Victims of sexual assault are referred under appropriate security provisions to a community facility for treatment and gathering of evidence, or if these procedures are performed in-house, the following guidelines are used:

- A history is taken by health care professionals who conduct an examination to document the extent of physical injury and to determine if referral to another medical facility is indicated. With the victim's consent, the examination includes the collection of evidence from the victim, using a kit approved by the appropriate authority.
- Provision is made for testing of sexually transmitted diseases (for example, HIV, gonorrhea, hepatitis, and other diseases) and counseling, as appropriate.
- Prophylactic treatment and follow-up for sexually transmitted diseases are offered to all victims, as appropriate.
- Following the physical examination, there is availability of an evaluation by a mental health professional to assess the need for crisis intervention counseling and long-term follow-up.
- A report is made to the facility or program administrator or designee to assure separation of the victim from his or her assailant.

Comment: None.

Protocols: Written policy and procedure. Reporting form. Evidence collecting kit.

Process Indicators: Health records. Incident reports. Interviews.

Exercise

4-4407
(New)

Exercise areas are available to meet exercise and physical therapy requirements of individual offender treatment plans.

Comment: None.

Protocols: Written policy and procedure. Facility diagrams and design measurements.

Process Indicators: Documentation of opportunity for exercise. Movement schedules and logs. Observation. Interviews.

PERFORMANCE STANDARD: PERFORMANCE IMPROVEMENT

4A. Health care services are evaluated and continually improved.

OUTCOME MEASURES

1. Number of problems identified by internal review that were corrected in the past 12 months divided by the number of problems identified by internal review in the past 12 months.
2. The vacancy rate for full-time equivalents for each category within the health care staff, physicians, nursing, midlevel practitioners, administrative support, and ancillary staff, in the past 12 months.

EXPECTED PRACTICES

Quarterly Meetings

4-4408
(Ref. 3-4328) **The health authority meets with the facility or program administrator at least quarterly and submits quarterly reports on the health services system and health environment, and submits plans to address issues raised.**

Comment: Minutes of the quarterly administrative meetings may be used to meet the requirements for a quarterly report. The report should address topics such as the effectiveness of the health care system, a description of any environmental factors that need improvement, changes effected since the last reporting period, and, if needed, recommended corrective action. The health authority should report immediately any condition that poses a danger to staff or offender health and safety.

Protocols: Written policy and procedure.

Process Indicators: Documentation of meetings. Minutes and reports. Interviews.

Statistical Reports

4-4409
(2010 Supplement) **Deleted January 2006.**

4-4409
(Ref. 3-4328) **Quarterly reports are prepared and include, at a minimum, the use of healthcare services by category, referrals to specialists, prescriptions written, laboratory and x-ray tests completed, infirmary admissions (if applicable), onsite or off-site hospital admissions, serious injuries or illnesses, deaths, and off-site transports.**

Comment: Statistical reports assist in the monitoring of health care services and can be used to help justify the allocation of resources.

Protocols: Written policy and procedure. Statistical report form.

Process Indicators: Documentation of monthly statistical reports.

Internal Review and Quality Assurance

4-4410 **(MANDATORY) A system of documented internal review will be developed and**

implemented by the health authority. The necessary elements of the system will include:

- participating in a multidisciplinary quality improvement committee
- collecting, trending, and analyzing of data combined with planning, intervening, and reassessing
- evaluating defined data, which will result in more effective access, improved quality of care, and better utilization of resources
- onsite monitoring of health service outcomes on a regular basis through:
 - a) chart reviews by the responsible physician or his or her designee, including investigation of complaints and quality of health records
 - b) review of prescribing practices and administration of medication practices
 - c) systematic investigation of complaints and grievances
 - d) monitoring of corrective action plans
- reviewing all deaths in custody, suicides or suicide attempts, and illness outbreaks
- implementing measures to address and resolve important problems and concerns identified (corrective action plans)
- reevaluating problems or concerns to determine objectively whether the corrective measures have achieved and sustained the desired results
- incorporating findings of internal review activities into the organization's educational and training activities
- maintaining appropriate records (in other words, meeting minutes) of internal review activities
- issuing a quarterly report to be provided to the health services administrator and facility or program administrator of the findings of internal review activities
- requiring a provision that records of internal review activities comply with legal requirements on confidentiality of records

Comment: Reports can be facilitated by regular participation of the facility or program administrator, health administrator, and responsible physician. Consider having a physician as the supervisor of the program.

Protocols: Written policy and procedure. Record review format.

Process Indicators: Documentation of completed record review. Quality improvement committee minutes. Quarterly report. Interviews.

Peer Review

4-4411
(2010 Supplement)

Revised January 2006. (Mandatory) A documented peer review program for all health care practitioners and a documented external peer review program will be utilized for all physicians, psychologists, and dentists every two years.

Comment: The credentialing and privileging process is an integral part of assuring the competence of the providers for the inmate patients they treat. This should be routine every two years with an ability to have an immediate review if problems of practice arise. Immediate reviews are serious and only should be permitted by a careful decision of the most senior physician responsible for the system or institution. A mechanism for patient care complaints, observations by other health services providers, security, or other nonmedical providers should be established so that the responsible physician can call a panel of independent physicians to review the

practice and practice patterns of the physician on whom the complaint(s) has (have) been made. The investigation and its findings are confidential in most states by statute. The responsible physician should receive the report, take indicated action, and be prepared to demonstrate to the auditors, within the confines of confidentiality, the process, process indicators, and the actions available (for example, termination of the physician, required education in an area, prohibition against seeing a type of disease entity without another physician, and so forth). It is important that the auditors appreciate that the process is real and meaningful and that peer review is not simply a paper trail without substance.

Protocols: Written policy and procedure. Written agreement or contract.

Process Indicators: Signed agreement or contract. Peer review reports.

4-4411
(New)

(MANDATORY) A documented external peer review program for physicians, mental health professionals, and dentists is used by the facility every two years.

Comment: The credentialing and privileging process is an integral part of assuring the competence of the providers for the inmate patients they treat. This should be routine every two years with an ability to have an immediate review if problems of practice arise. Immediate reviews are serious and only should be permitted by a careful decision of the most senior physician responsible for the system or institution. A mechanism for patient care complaints, observations by other health services providers, security, or other nonmedical providers should be established so that the responsible physician can call a panel or independent physicians to review the practice and practice patterns of the physician on whom the complaint(s) has (have) been made. The investigation and its findings are confidential in most states by statute. The responsible physician should receive the report, take indicated action, and be prepared to demonstrate to the auditors, within the confines of confidentiality, the process, process indicators, and the actions available (for example, termination of the physician, required education in an area, prohibition against seeing a type of disease entity without another physician, and so forth). It is important that the auditors appreciate that the process is real and meaningful and that peer review is not simply a paper trail without substance.

Protocols: Written policy and procedure. Written agreement or contract.

Process Indicators: Signed agreement or contract. Peer review reports.

Staffing

4-4412
(2010 Supplement)

Revised January 2006. The facility uses a health care setting analysis to determine the essential positions needed to perform the health services mission and provide the defined scope of services. A staffing plan is developed and implemented from this analysis. There is an annual review of the staffing plan by the health authority to determine if the number and type of staff is adequate.

Comment: Adequate staffing is based on variables such as facility size and configuration, locations, and offender type. The staffing analysis is used to determine the types and numbers of staff needed to provide a defined scope of services (medical, dental, mental health, and infirmary).

Protocols: Written policy and procedure.

Process Indicators: Documentation of annual staffing plan review. Staffing analysis plan. Interviews.

**4-4412
(New)**

The facility uses a staffing analysis to determine the essential positions needed to perform the health services mission and provide the defined scope of services. A staffing plan is developed and implemented from this analysis. There is an annual review of the staffing plan by the health authority to determine if the number and type of staff is adequate.

Comment: Adequate staffing is based on variables such as facility size and configuration, location, and offender type. The staffing analysis is used to determine the types and numbers of staff needed to provide a defined scope of services (medical, dental, mental health, and infirmary).

Protocols: Written policy and procedure.

Process Indicators: Documentation of annual staffing plan review. Staffing analysis plan. Interviews.

Health Records

**4-4413
(Ref. 3-4376)**

The health record file (paper and/or electronic) is complete and contains the following items filed in a uniform manner:

- **patient identification on each sheet**
- **a completed receiving screening form**
- **health appraisal data forms**
- **a problem summary list**
- **a record of immunizations**
- **all findings, diagnoses, treatments, and dispositions**
- **a record of prescribed medications and their administration records, if applicable**
- **laboratory, x-ray, and diagnostic studies**
- **the place, date, and time of health encounters**
- **health service reports (for example, emergency department, dental, mental health, telemedicine, or other consultations)**
- **an individualized treatment plan, when applicable**
- **progress reports**
- **a discharge summary of hospitalization and other termination summaries**
- **a legible signature (includes electronic) and the title of the provider (may use ink, type, or stamp under the signature)**
- **consent and refusal forms**
- **release of information forms**

The method of recording entries in the records, the form and format of the records, and the procedures for their maintenance and safekeeping are approved by the health authority. The health record is made available to, and is used for documentation by, all practitioners.

Comment: The receiving screening form should become a part of the record at the time of the first health encounter.

Protocols: Policy and procedure. Health record forms.

Process Indicators: Health records. Completed forms. Interviews.

**4-4414
(2010 Supplement)**

Revised January 2006. Non-emergency offender transfers require the following:

- **health record confidentiality to be maintained**
- **summaries, originals, or copies of the health record accompany the offender to the receiving facility. Health conditions, treatments and allergies should be included in the record**
- **determination of suitability for travel based on medical evaluation, with particular attention given to communicable disease clearance**
- **written instructions regarding medication or health interventions required en route should be provided to transporting officers separate from the medical record**
- **specific precautions (including standard) to be taken by transportation officers (for example, masks or gloves)**

A medical summary sheet is required for all inter- and intra-system transfers to maintain the provision of continuity of care. Information included does not require a release of information form.

Inmates confined within a correctional complex with consolidated medical services do not require health screening for intra-system transfers.

Comment: Transfers may be permanent or temporary (for consultative or diagnostic services).

Protocols: Written policy and procedures. Transfer and transportation form(s).

Process Indicators: Health records. Completed forms. Observations. Interviews.

**4-4414
(Ref. 3-4378)**

Nonemergency offender transfers require the following:

- **Health record confidentiality is to be maintained.**
- **Summaries, originals, or copies of the health record accompany the offender to the receiving facility. Health conditions, treatments, and allergies should be included in the record.**
- **Determination of suitability for travel based on medical evaluation is made, with particular attention given to communicable disease clearance.**
- **Written instructions regarding medication or health interventions required en route should be provided to transporting officers separate from the medical record.**
- **Specific precautions (including standard) are to be taken by transportation officers (for example, masks or gloves).**

A medical summary sheet is required for all inter- and intrasystem transfers to maintain the provision of continuity of care. Information included does not require a release of information form.

Comment: Transfers may be permanent or temporary (for consultative or diagnostic services).

Protocols: Written policy and procedures. Transfer and transportation form(s).

Process Indicators: Health records. Completed forms. Observations. Interviews.

4-4415
(Ref. 3-4379) **Inactive health records files are retained as permanent records in compliance with the legal requirements of the jurisdiction. Health record information is transmitted to specific and designated physicians or medical facilities in the community upon the written request or authorization of the offender.**

Comment: Requirements for records on juveniles may vary from those for adults.

Protocols: Written policy and procedures. Offender authorization forms.

Process Indicators: Completed facility request and offender authorization forms.

PERFORMANCE STANDARD: OFFENDER HYGIENE

5A. Appropriate services and supplies are provided to promote the maintenance of acceptable levels of offender hygiene.

OUTCOME MEASURES

1. Number of offenders diagnosed with hygiene-related conditions (scabies, lice, or fungal infections) in the past 12 months divided by the average daily population in the past 12 months.
2. Number of offender grievances related to hygiene found in favor of the offender in the past 12 months divided by the number of offender grievances related to hygiene in the past 12 months.
3. Number of offender lawsuits related to hygiene found in favor of the offender in the past 12 months divided by the number of offender lawsuits related to hygiene in the past 12 months.

EXPECTED PRACTICES

Clothing

4-4416
(New) **When standard issued clothing presents a security or medical risk (for example, suicide observation), provisions are made to supply the offender with a security garment that will promote offender safety in a way that is designed to prevent humiliation and degradation.**

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Documentation of security garment use. Interviews.

Bathing

4-4417
(New) **There are sufficient bathing facilities in the medical housing unit and infirmary area to allow offenders housed there to bathe daily.**

Comment: At least one bathing facility should be configured and equipped to accommodate offenders who have physical impairment or who need assistance to bathe.

Protocols: Policy and procedure. Facility design diagram.

Process Indicators: Number of bathing facilities. Observation. Interviews.

Washbasins

Offenders have access to operate washbasins with hot and cold running water in the medical housing unit or infirmary area at a minimum ratio of one basin for every 12 occupants, unless state or local building or health codes specify a different ratio.

Comment: None.

Protocols: Policy and procedure. Facility design diagram.

Process Indicators: Ratio documentation. Observation.

Toilets

4-4419
(New)

Offenders have access to toilets and hand-washing facilities 24 hours per day and are able to use toilet facilities without staff assistance when they are confined in the medical housing unit or in the infirmary area. Toilets are provided at a minimum ratio of 1 for every 12 offenders in male facilities and 1 for every 8 offenders in female facilities. Urinals may be substituted for up to one-half of the toilets in male facilities. All housing units with three or more offenders have a minimum of 2 toilets. These ratios apply unless state or local building or health codes specify a different ratio.

Comment: The standard ensures the availability of toilets and requires a measure of privacy and control for users. At the same time, the standard provides flexibility for designers and managers, who have increased options for “dry” cells if toilet facilities are accessible by other means (for example, pushbutton locks on cells for use during night hours). Creative design approaches may increase privacy and decrease management problems associated with congregate facilities.

Protocols: Policy and procedure. Facility design diagrams.

Process Indicators: Documentation of ratio. Observation.

PERFORMANCE STANDARD: SAFETY AND SANITATION

6A. The facility or program is safe and sanitary.

OUTCOME MEASURES

1. Number of fire code violations corrected in the past 12 months divided by the number of fire code violations cited by the jurisdictional authority in the past 12 months.
2. Number of offender injuries resulting from fires requiring medical treatment in the past 12 months divided by the average daily population in the past 12 months.
3. Number of offender injuries (other than by fire) requiring medical treatment in a 12-month period divided by the average daily population of offenders in the past 12 months.
4. Number of staff injuries resulting from fires requiring medical treatment in a 12-month period divided by the average daily population of staff in a 12-month period.
5. Number of staff injuries (other than fire) requiring medical treatment in a 12-month period divided by the average daily population of staff.
6. Number of offender lawsuits related to safety or sanitation found in favor of the offender in the past 12 months divided by the number of offender lawsuits related to safety or sanitation in the past 12 months.
7. Number of assaults – offender against offender, offender against staff – in the past 12 months divided by the average daily population in the past 12 months.
8. Number of lost key incidents in the past 12 months.
9. Number of health code violations corrected in the past 12 months divided by the number of health code violations in the past 12 months.

Injury Prevention

**4-4420
(New)** There is a written plan to address offender and staff injury prevention. The plan is based on an analysis of the facility's injury experience and includes methods for identification of problems and preventive or corrective measures.

Comment: Offender injuries may be intentional or unintentional.

Protocols: Written policy and procedure. Injury or incident report form.

Process Indicators: Documentation of injury analysis. Completed injury or incident reports and investigations. Health record entries. Interviews.

Medical and Dental Instruments

**4-4421
(2010 Supplement)** Deleted January 2006.

**4-4421
(Ref. 3-4188)** (MANDATORY) Medical and dental instruments and supplies (syringes, needles, and other sharps) are controlled and inventoried.

Comment: None.

Protocols: Written policy and procedure. Inventory forms.

Process Indicators: Inventory logs and forms. Observation. Interviews.

PERFORMANCE STANDARD: GENERAL ADMINISTRATION

7A. The program is administered efficiently and responsibly.

OUTCOME MEASURES

None.

EXPECTED PRACTICES

Goals and Objectives

**4-4422
(New)** The medical program has established measurable goals and objectives that are reviewed at least annually and updated, as needed.

Comment: None.

Protocols: Written policy and procedure. Written long-range goals and policies. Format for periodic review and reporting. Bylaws and constitution. Budget and planning documents. Administrative manual.

Process Indicators: An annual report. Board meeting minutes. Documentation of an annual review. Monthly and quarterly reports.

**4-4423
(New)** There is an internal system for assessing the achievement of goals and objectives and that documents findings. Program changes are implemented, as necessary, in response to findings.

Comment: Operations and programs should be implemented as outlined in the policies and procedures. An audit system providing timely and periodic assessment of the various agency operations will reveal the degree of compliance. The internal administrative audit should exist apart from any external or continuing audit conducted by other agencies.

Protocols: Written policy and procedure. Internal monitoring system and forms. Inspection forms. Copies of statutes.

Process Indicators: Inspection or internal audit reports. Documentation of corrective actions taken.

4-4424
(2010 Supplement)

Revised August 2003. Each policy, procedure, and program in the health care delivery system is reviewed at least annually by the appropriate health care authority and revised, if necessary.

Comment: None.

Protocols: Written policy/procedure.

Process Indicators: Documentation of annual review.

4-4424
(Ref. 3-4329)

Each policy, procedure, and program in the health care delivery system is reviewed at least annually by the appropriate health care authority and revised, if necessary. Each document bears the date of the most recent review or revision and the signature of the reviewer.

Comment: None.

Protocols: Written policy and procedure.

Process Indicators: Documentation of annual review.

Offender's Death

4-4425
(Ref. 3-4375)

Authorities having jurisdiction are promptly notified of an offender's death. Procedures specify and govern the actions to be taken in the event of the death of an offender.

Comment: The medical examiner or coroner should be notified of the offender's death immediately. A postmortem examination should be performed if the cause of death is unknown, if the death occurred under suspicious circumstances, or if the offender was not under current medical care.

Protocols: Written policy and procedure.

Process Indicators: Documentation of actions taken.

Physical Plant

4-4426
(2010 Supplement)

Revised January 2006. Adequate space is provided for administrative, direct care, professional, and clerical staff. This space includes conference areas, storage room for records, a public lobby, and toilet facilities.

4-4426
(New)

Adequate space is provided for administrative, direct care, professional, and clerical staff. This space includes conference areas, a storage room for records, and toilet facilities.

Comment: None.

Protocols: Written policy and procedure. Program plans and specifications.
Process Indicators: Observation.

4-4427
(Ref. 3-4333)

Equipment, supplies and materials for health services are provided and maintained as determined by the health authority.

Comment: The type of equipment will depend on the level of health care provided in the institution. Equipment should be checked and tested periodically and secured from inmate access.

Protocols: Written policy and procedure.
Process Indicators: An equipment checklist. Inventory records.

Section F: Social Services

Principle: The institution makes available the professional services necessary to meet the identified needs of inmates. Such services may include individual and family counseling, family planning, and parent education, and programs for inmates with drug and alcohol addiction problems.

Scope of Services

4-4428
(Ref. 3-4380)

There is a social service program that provides a range of resources appropriate to the needs of inmates, including individual and family counseling, family planning, and parental education, and community services.

Comment: Social services provide guidance and professional assistance to inmates with family and personal problems; some services may be provided through contractual arrangements with community agencies.

4-4429
(2010 Supplement)

Revised August 2002. Written policy, procedure, and practice prohibit discrimination on the basis of disability in the provision of services, programs, and activities administered for program beneficiaries and participants.

Comment: Services, programs, and activities include, but are not limited to, the following:

- academic and vocational education (including developmental and rehabilitative programs)
- work programs/work release programs (by providing reasonable accommodations or alternatives for offenders with disabilities so that the benefits of these programs, including sentence reduction credits, are available to offenders with disabilities)
- recreation, exercise, and activities
- mail, telephone, visiting
- library
- religious programs
- reception and orientation
- transportation services (to provide for safety and security, and to avoid undue discomfort, in light of the offender's disabilities)
- classification
- food service
- sanitation and hygiene

- health care
- social services
- release
- discipline, grievance procedure, and due process proceedings
- safety and emergency procedures
- access to media, courts, counsel, and law library
- commissary/canteen
- volunteer programs
- psychological and psychiatric services

4-4429
(Ref. 3-4380-1)

Written policy, procedure, and practice prohibit discrimination on the basis of disability in the provision of services, programs, and activities administered for program beneficiaries and participants.

Comment: Services, programs, and activities include, but are not limited to, the following:

- academic and vocational education (including developmental and rehabilitative programs)
- work programs/work release programs (by providing reasonable accommodations or alternatives for inmates with disabilities so that the benefits of these programs, including sentence reduction credits, are available to inmates with disabilities)
- recreation, exercise, and activities
- mail, telephone, and visiting
- library
- religious programs
- reception and orientation
- transportation services (to provide for safety and security, and to avoid undue discomfort, in light of inmate's disabilities)
- classification
- food service
- sanitation and hygiene
- health care
- social services
- release
- discipline, grievance procedures, and due process proceedings
- safety and emergency procedures
- access to media, courts, counsel, and law library
- commissary/canteen
- volunteer programs
- psychological and psychiatric services

Program beneficiaries and participants include, but are not limited to: inmates, family members, clergy, attorneys, volunteers, and other authorized visitors.

The institution may be required to take remedial action, when necessary, to afford program beneficiaries and participants with disabilities an opportunity to participate in and enjoy the benefit of services, programs, or activities. Remedial action may include, but is not limited to: 1) making reasonable modifications to policies, practices, or procedures, 2) providing auxiliary aids and services to the hearing and visually impaired, 3) constructing new or altering existing facilities, and 4) delivering services at alternate accessible sites.

Added August 2002. Written policy, procedure, and practice provide for staff and offender access to an appropriately trained and qualified individual who is educated in the problems and challenges faced by offenders with physical and/or mental impairments, programs designed to educate and assist disabled offenders, and all legal requirements for the protection of offenders with disabilities.

Comment: An “appropriately trained and qualified individual,” as used in this standard, is one who has been designated by the warden, superintendent, or other authority, to coordinate efforts to comply with and carry out responsibilities defined by the Americans with Disabilities Act. That individual should develop relationships with, and use the expertise of institutional staff, advocacy groups, nonprofit organizations, agencies of government, and others that have relevant knowledge and experience.

**4-4430
(Ref. 3-4381)**

Written policy, procedure, and practice provide that institutional staff identify at least annually the needs of the inmate population to ensure that the necessary programs and services are available, including programs and services to meet the needs of inmates with specific types of problems.

Comment: The review should include an evaluation of academic, vocational, library, religious, and leisure-time programs and services.

**4-4431
(Ref. 3-4382)**

Community social service resources are used to augment social services provided in the institution.

Comment: None.

Program Coordination and Supervision

**4-4432
(Ref. 3-4383)**

The social services program is administered and supervised by a qualified, trained person with a minimum of a bachelor’s degree in the social or behavioral sciences or a related field.

Comment: The social services program supervisor should have an undergraduate degree in the social or behavioral sciences, such as psychology, social work, or counseling to handle the administrative and programming responsibilities. A graduate degree may be an appropriate requirement for this position.

Counseling

**4-4433
(Ref. 3-4384)**

A planned, organized counseling program is provided by persons qualified by either formal education or training.

Comment: Employees assigned to full-time counselor positions should have sufficient training and experience to provide effective guidance to inmates. These full-time employees should work solely in the social service, social work, and counseling specialties and do not include correctional officers and other staff who work closely with inmates and may provide informal counseling.

**4-4434
(Ref. 3-4385)**

The institution has a formal mechanism to determine appropriate levels of social services staffing. The mechanism used to determine such staffing levels includes at a minimum:

- **type of inmate population served**

- **type of institution**
- **legal requirements**
- **goals to be accomplished**

The institution's use of a "team" approach and use of paraprofessionals, volunteers, and students also may influence the numbers of professional staff required.

Comment: Social services programs can assist offenders with family and personal problems through supportive guidance and professional assistance. A counseling program that is coordinated with the overall facility rehabilitation program can be effective in resolving personal and interpersonal problems.

**4-4435
(Ref. 3-4386)**

Written policy, procedure, and practice provide that staff are available to counsel inmates upon request; provision is made for counseling and crisis intervention services.

Comment: Staff members should make time available, on a regularly scheduled basis, for appointments with inmates who request them. Treatment offerings should include group therapy and group and individual counseling. Because inmates may have problems that require immediate attention, at least one staff member should be available 24 hours a day. Crisis intervention services should be available on an as-needed basis to assist disturbed inmates.

Counseling for Pregnant Inmates

**4-4436
(Ref. 3-4387)**

Written policy, procedure, and practice require that comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children.

Comment: Counseling and social services should be available from either facility staff or community agencies to assist inmates in making decisions such as whether to keep their child, give the child up for adoption, or consent to an abortion. The written policy and defined procedures should be developed based on a formal legal opinion.

Substance Abuse Programs

**4-4437
(Ref. 3-4388)**

Written policy, procedure, and practice provide for substance abuse programs, to include monitoring and drug testing, for inmates with drug and alcohol addiction problems.

Comment: None.

**4-4438
(2010 Supplement)**

Revised August 2009. Where a drug treatment program exists, written policy, procedure, and practice provide that the alcohol and drug abuse treatment program has a written treatment philosophy within the context of the total corrections system, as well as goals and measurable objectives.

Comment: None.

**4-4438
(Ref. 3-4388-1)**

Where a drug treatment program exists, written policy, procedure, and practice provide that the alcohol and drug abuse treatment program has a written treatment philosophy within the context of the total corrections system, as well as goals and measurable objectives. These documents are reviewed at least

annually and updated, as needed.

Comment: None.

**4-4438 – 4-4441
(2010 Supplement)**

This following interpretation applies to all standards from 4-4438 through 4-4441.

Interpretation August 2003. The words “Where a drug program exists” are interpreted as a therapeutic community.

**4-4439
(Ref. 3-4388-2)**

Where a drug treatment program exists, written policy, procedure, and practice provide for an appropriate range of primary treatment services for alcohol and other drug abusing inmates that include, at a minimum, the following:

- inmate diagnosis
- identified problem areas
- individual treatment objectives
- treatment goals
- counseling needs
- drug education plan
- relapse prevention and management
- culturally sensitive treatment objectives, as appropriate
- the provision of self-help groups as an adjunct to treatment
- prerelease and transitional service needs
- coordination efforts with community supervision and treatment staff during the prerelease phase to ensure a continuum of supervision and treatment

Comment: None.

**4-4440
(Ref. 3-4388-3)**

Where a drug and alcohol treatment program exists, written policy, procedure, and practice provide that the facility uses a coordinated staff approach to deliver treatment services. This approach to service delivery shall be documented in treatment planning conferences and individual treatment files.

Comment: None.

**4-4441
(Ref. 3-4388-4)**

Where a drug and alcohol treatment program exists, written policy, procedure, and practice provide incentives for targeted treatment programs to increase and maintain the inmate’s motivation for treatment.

Comment: These incentives may include a variety of options such as preferences in housing, clothing, award certificates, or other items consistent with the goals of the facility.

Section G: Release

Principle: The institution provides a structured program to help inmates make a satisfactory transition upon their release from incarceration.

Release Preparation

**4-4442
(Ref. 3-4389)**

Written policy, procedure, and practice provide that all inmates have access to a program of release preparation prior to their release to the community.

Comment: Inmates should have the opportunity to prepare for release and to understand the purpose and function of parole supervision. Programs to prepare inmates for release could include the following: lectures and discussions addressing the concerns of soon-to-be-released inmates; individual counseling focusing on the inmate's particular needs; prerelease visits by parole officers and family members; and graduated release through short furloughs.

Temporary and Graduated Release

**4-4443
(Ref. 3-4390)** Temporary release programs should include but not be limited to the following:

- written operational procedures
- careful screening and selection procedures
- written rules of conduct and sanctions
- a system of supervision to minimize inmate abuse of program privileges
- a complete recordkeeping system
- a system for evaluating program effectiveness
- efforts to obtain community cooperation and support

Comment: All temporary release programs should be staffed and funded adequately and operated according to a detailed written plan. Participation should be restricted to inmates who are eligible for release within one year and others deemed suitable, and selection should be based on an assessment of the potential benefits to the inmate and the safety of the community. Sanctions commensurate with rule violations should be specified, ranging from reprimand to removal from the program.

**4-4444
(Ref. 3-4391)** Written policy, procedure, and practice include graduated release through a systematic decrease in supervision and corresponding increase in inmate responsibility as part of the classification program.

Comment: When possible, provision should be made for work or study release, extended visits to family and community, or placement in a prerelease center or halfway house. Supervision should be decreased systematically, and the inmate's progress should be evaluated on the basis of specified behavioral criteria rather than on sentence, time served, or subjective judgments regarding attitude.

Escorted Leaves

**4-4445
(Ref. 3-4392)** Written policy, procedure, and practice provide for escorted leaves into the community.

Comment: Inmates should be allowed escorted leaves of absence from the institution to obtain medical care not available in the institution, to visit a critically ill family member or attend a funeral of a family member, to participate in community events as a member of a group or team, or to participate in other community activities that can have a positive influence on the inmate.

Final Release

**4-4446
(Ref. 3-4393)** Written procedures for releasing inmates at the end of their term include, but are not limited to, the following:

- verification of identity

- verification of release papers
- completion of release arrangements, including notification of the parole authorities in the jurisdiction of release, if required
- return of personal effects or contraband
- check to see that no facility property leaves the facility
- arrangements for completion of any pending action, such as grievances or claims for damages or lost possessions
- medical screening and arrangements for community follow-up where needed
- instructions on forwarding of mail

Comment: The release process should ensure that all matters relating to the facility are completed. If released to another agency or facility, everyone involved should understand what is to occur with respect to timing, expectations, forwarding of records, and responsibility for completing the transfer.

4-4447
(Ref. 3-4393-1)

Written policy, procedure, and practice provide that consistent with the law of the jurisdiction, there is a system for providing notification to the registered victim(s) of a crime prior to any release from confinement of the convicted inmate and/or escape from custody. Follow-up notification to victim(s) occurs when escapees are returned to custody.

Comment: An increasing number of jurisdictions are requiring notification of the victims of criminal act(s) prior to release of the person(s) convicted of the crime. When such legislation exists, the facility should provide the staff with a clear set of instructions to implement the legislation.

4-4447-1
(2010 Supplement)

Added January 2006. Written policy, procedure, and practice provide that designated staff are responsible for coordination of victim's programs and that curriculum is established for providing training to staff involved with victim's issues. This curriculum includes the following topics:

- specific services available to crime victims
- changes in laws impacting victims
- way(s) of gaining access to the services
- confidentiality of victim information
- way(s) for victims to communicate complaints and other concerns
- program evaluation measures, which include victim input regarding the effectiveness of services and ways for them to make suggestions regarding agency policies and practices intended to assist crime victims

Comment: None.

5. Inmate Programs

Section A: Work and Correctional Industries

Principle: A written body of policy and procedure governs the institution's work programs for inmates, including correctional industries. Policy and procedure address federal, state, and local regulations, the inmate workday, and compensation for work performed.

Inmate Work Plan

**4-4448 – 4-4464
(2010 Supplement)**

The following interpretation applies to all standards from 4-4448 through 4-4464.

Interpretation January 2002. This standard is applicable to all facilities. For reception and diagnostic centers, the standard is applicable to all facilities. For reception and diagnostic centers, the standard only applies as follows:

- 1. To reception and diagnostic centers with an average offender length of stay of 90 days or longer.**
- 2. To reception and diagnostic centers with a cadre of offenders who are expected to serve more than 90 days of confinement within the facility or for those sentenced offenders awaiting transfer to another facility whose stay exceeds 90 days.**

Comment: An inmate work program may include industrial, agricultural, maintenance, and service jobs. The plan should provide for employment for all eligible inmates although every inmate may not be actively involved in the plan all of the time.

**4-4448
(Ref. 3-4394)**

The institution maintains a written plan for full-time work and/or program assignments for all inmates in the general population.

Comment: An inmate work program may include industrial, agricultural, maintenance, and service jobs. The plan should provide for employment for all eligible inmates although every inmate may not be actively involved in the plan all of the time.

**4-4449
(2010 Supplement)**

Revised August 2008. Written policy, procedure, and practice can require all eligible inmates to work unless assigned to an approved education or training program. Inmates have the option of refusing to participate in any rehabilitation or treatment program except adult basic education and programs required by statute or ordered by the sentencing court or paroling authority.

Comment: All eligible inmates are expected to participate in work assignments, adult basic education programs, and programs ordered by the sentencing court or paroling authority or required by statute. Failure to participate in programs may result in administrative action.

**4-4449
(Ref. 3-4395)**

Written policy, procedure, and practice can require all able-bodied inmates to work unless assigned to an approved education or training program. Inmates have the option of refusing to participate in any rehabilitation or treatment program except adult basic education and programs required by statute or ordered by the sentencing court or paroling authority.

Comment: All able-bodied inmates are expected to participate in work assignments, adult basic education programs, and programs ordered by the sentencing court or paroling authority or required by statute. Failure to participate in programs may result in administrative action.

**4-4450
(Ref. 3-4396)**

The inmate work plan provides for employment for inmates with disabilities.

Comment: None.

Work Opportunities

4-4451
(2010 Supplement)

Comment: Whenever possible, inmates should gain work experience relevant to the current job market; assignments for female inmates should expand beyond the traditional tasks assigned to women.

4-4451
(Ref. 3-4397)

The institution provides a variety of work assignments that afford inmates an opportunity to learn job skills and develop good work habits and attitudes that they can apply to jobs after they are released.

Comment: Whenever possible, inmates should gain work experience relevant to the current job market; assignments for female inmates should expand beyond the traditional tasks assigned to women.

4-4452
(2010 Supplement)

Comment: Inmates can do many necessary jobs related to maintenance and facility operations. Inmates may be assigned to construction work, conservation projects, or other work financed by public funds. These programs may be housed separately from the main facility. Staff supervising such inmates should be trained for such an assignment.

4-4452
(Ref. 3-4398)

The facility provides opportunities for inmate employment in either correctional industries, facility maintenance, operations, public works, or community projects.

Comment: Many necessary jobs related to maintenance and facility operations can be done by inmates. Inmates may be assigned to construction work, conservation projects, or other work financed by public funds. These programs may be housed separately from the main facility. Staff supervising such inmates should be trained for such an assignment.

4-4453
(2010 Supplement)

Comment: The institution should actively pursue cooperation from labor and industry to help plan and evaluate its work programs and assist in work release, job training, and job placement. The establishment of advisory boards or joint councils should be considered.

4-4453
(Ref. 3-4399)

Written policy, procedure, and practice provide that the staff operating inmate work programs use the advice and assistance of labor, business, and industrial organizations to assist in providing skills relevant to the job market.

Comment: The institution should actively pursue cooperation from labor and industry to help plan and evaluate its work programs and assist in work release, job training, and job placement. The establishment of advisory boards or joint councils should be considered.

4-4454
(2010 Supplement)

Comment: The number and duration of inmate workday interruptions should be minimized as much as possible through rescheduling of staff assignments and inmate activities.

4-4454
(Ref. 3-4400)

Written policy, procedure, and practice provide that the inmate workday approximates the workday in the community.

Comment: The number and duration of inmate workday interruptions should be minimized as much as possible through rescheduling of staff assignments and inmate activities.

Work, Health, and Safety Standards

4-4455
(2010 Supplement)

Comment: The annual inspection can be conducted by a central office or regional safety inspector or by local qualified safety officials. Weekly inspections must be conducted by the institution's safety officer or by the industries/shop administrative staff; the duty officer may not conduct these inspections unless qualified to do so.

4-4455
(Ref. 3-4401)

(MANDATORY) Written policy, procedure, and practice provide that all institutional work, industry, and vocational education programs meet minimum applicable federal, state, or local work, health, and safety standards. There is documentation that the programs are inspected by federal, state, or local health and safety officials at least annually. The programs also are inspected weekly by qualified departmental staff and monthly by a safety officer.

Comment: The annual inspection can be conducted by a central office or regional safety inspector or by local qualified safety officials. Weekly inspections must be conducted by the institution's safety officer or by the industries/shop administrative staff; the duty officer may not conduct these inspections unless qualified to do so.

Correctional Industries

4-4456
(2010 Supplement)

Comment: None.

4-4456
(Ref. 3-4402)

Where an industries program exists, there will be a statute and/or written policy and procedure that authorizes the establishment of an industries program and delineates the areas of authority, responsibility, and accountability for the program.

Comment: None.

4-4457
(2010 Supplement)

Comment: Appropriate industries staff should evaluate and choose from the pool of potential employees made available by the classification committee. Responsibility for separation of inmates based on work performance resides with the industries supervisor and is subject to review by the institution's industries manager and to applicable due process standards and procedures. Separation for reasons not related to job performance should be done by appropriate classification through the appropriate institutional committee. Inmates separated should be referred to the classification committee for reassignment.

4-4457
(Ref. 3-4403)

Written policy, procedure, and practice provide that the security and program determinations necessary for any individual to be eligible for industries work are made by the classification committee.

Comment: Appropriate industries staff should evaluate and choose from the pool of potential employees made available by the classification committee. Responsibility for separation of inmates based on work performance resides with the industries supervisor and is subject to review by the institution's industries manager and to applicable due process standards and procedures. Separation for reasons not related to job performance should be done by appropriate classification through the appropriate institutional committee. Inmates separated should be referred to the classification committee for reassignment.

4-4458
(2010 Supplement)

Comment: To ensure that realistic working conditions prevail, the industries management should determine the number of workers necessary to handle the workload. Job descriptions outlining responsibilities and performance expectations should be available for each job.

**4-4458
(Ref. 3-4404)** **Written policy, procedure, and practice provide that the number of inmates assigned to industries operations meet the realistic workload needs of each industries operating unit.**

Comment: To ensure that realistic working conditions prevail, the industries management should determine the number of workers necessary to handle the workload. Job descriptions outlining responsibilities and performance expectations should be available for each job.

**4-4459
(2010 Supplement)** *Comment:* Quality control plans should include product specifications and tolerances or dimensions as well as production techniques, along with the use of appropriate measures for determining conformance to those standards. The plans should also stress periodic inspections throughout the entire production process, including inspection of the finished product, whether such inspections are of a random or statistical sampling or of all products made. Quality control records should be maintained and used for training purposes.

**4-4459
(Ref. 3-4405)** **Each industries operating unit has a written quality control procedure that provides for raw material, in-process, and final product inspection.**

Comment: Quality control plans should include product specifications and tolerances or dimensions as well as production techniques, along with the use of appropriate measures for determining conformance to those standards. The plans should also stress periodic inspections throughout the entire production process, including inspection of the finished product, whether such inspections are of a random or statistical sampling or of all products made. Quality control records should be maintained and used for training purposes.

**4-4460
(2010 Supplement)** *Comment:* The cost accounting system should be based on a chart of accounts and a general ledger that generate data for other fiscal reports. The system should include a means for recording and allocating the direct and indirect costs and the administrative overhead for each operating unit.

**4-4460
(Ref. 3-4406)** **A cost accounting system for each operating industries unit is designed, implemented, and maintained in accordance with generally accepted accounting principles.**

Comment: The cost accounting system should be based on a chart of accounts and a general ledger that generate data for other fiscal reports. The system should include a means for recording and allocating the direct and indirect costs and the administrative overhead for each operating unit.

Inmate Compensation

**4-4461
(2010 Supplement)** *Comment:* Inmates should be compensated so that they can make purchases from the canteen and accumulate funds to assist them upon their release from incarceration.

**4-4461
(Ref. 3-4407)** **Written policy, procedure, and practice require that inmates are compensated for work performed. Incentives such as monetary compensation, special housing, extra privileges, and good time credits should be distributed according to written guidelines.**

Comment: Inmates should be compensated so that they can make purchases from

the canteen and accumulate funds to assist them upon their release from incarceration.

**4-4461-1
(2010 Supplement)**

Added January 2006. Written policy, procedure, and practice provide that, consistent with the laws and legal practices within the jurisdiction, restitution is collected and ultimately made available to the victims of crime and/or their survivors. Where supported by statute, and feasible, victim awareness classes are offered to help offenders understand the impact of their crimes on the victims, their communities, and their own families.

Comment: Victim programs should be overseen by someone in a management-level position who has easy access to the agency's top leadership and who is supported by staff trained to respond appropriately to crime victims who contact the agency.

**4-4462
(2010 Supplement)**

Comment: Reimbursement to the institution for room and board may be required.

**4-4462
(Ref. 3-4408)**

Private industries on the institution grounds employing inmates in positions normally filled by private citizens pay inmates the prevailing wage rate for the position occupied.

Comment: Reimbursement to the institution for room and board may be required.

**4-4463
(2010 Supplement)**

Comment: Compensation, whether as part of a work release program or an outside work assignment plan, should include all fringe benefits.

**4-4463
(Ref. 3-4409)**

Written policy, procedure, and practice provide that inmates employed in the community by public or private organizations in positions normally occupied by private citizens are compensated at the prevailing wage rate for the position occupied. Inmates receiving such compensation reimburse the jurisdiction for a reasonable share of its cost in maintaining them.

Comment: Compensation, whether as part of a work release program or an outside work assignment plan, should include all fringe benefits.

Section B: Academic and Vocational Education

Principle: A written body of policy and procedure governs the institution's academic and vocational education program for inmates, including program accreditation, staff certification, and coordination with other institutional programs and services as well as the community.

Comprehensive Education Program

**4-4464
(2010 Supplement)**

Comment: A needs assessment of the institutional population is used to determine the type and number of programs needed to meet identified needs. A comprehensive education program may include other components in such areas as English as a second language, social and living skills, health education, pre-employment training, occupational training, and computer literacy.

**4-4464
(Ref. 3-4410)**

Written policy, procedure, and practice provide for a comprehensive education program, available to all inmates who are eligible, that includes the following:

- educational philosophy and goals
- communication skills
- general education

- **basic academic skills**
- **GED preparation**
- **special education**
- **vocational education**
- **postsecondary education**
- **other education programs as dictated by the needs of the institutional population**

Comment: A needs assessment of the institutional population is used to determine the type and number of programs needed to meet identified needs. A comprehensive education program may include other components in such areas as English as a second language, social and living skills, health education, pre-employment training, occupational training, and computer literacy.

4-4465
(2010 Supplement)

Revised January 2005. Written policy, procedure, and practice provide for an educational program that is consistent with the needs of the inmate population.

Comment: While many institutions house inmates with sentences of a few days or weeks, there are increasing numbers that are held for longer periods. An educational program for those longer-term inmates should include an evaluation of educational needs and a method for providing for those needs.

4-4465
(Ref. 3-4410-1)

Written policy, procedure, and practice provide for an educational program that is consistent with the needs of the inmate population.

Comment: While many institutions house inmates with sentences of a few days or weeks, there are increasing numbers that are held for longer periods, sometimes up to five years. An educational program for those longer-term inmates should include an evaluation of educational needs and a method for providing for those needs.

4-4466 – 4-4467
(2010 Supplement)

This interpretation applies to all standards from 4-4466 through 4-4469.

Interpretation January 2002. This standard is applicable to all facilities. For reception and diagnostic centers, the standard only applies as follows:

- 1. To reception and diagnostic centers with an average offender length of stay of 90 days or longer**
- 2. To reception and diagnostic centers with a cadre of offenders who are expected to serve more than 90 days of confinement within the facility or for those sentenced offenders awaiting transfer to another facility whose stay exceeds 90 days.**

Comment: None.

4-4466
(Ref. 3-4411)

There is a written, standardized, competency-based curriculum supported by appropriate materials and classroom resources.

Comment: Standardization of curriculum assists in monitoring student progress from class to class or between institutions. Emphasis should be on individual student progress as measured by observable or assessable instructional objectives. Programmed instruction, teaching machines, and educational television may be used in addition to traditional teaching methods.

4-4467

Vocational training programs are integrated with academic programs and are

relevant to the vocational needs of inmates and to employment opportunities in the community.

Comment: Relevant vocational training can occur through correctional industries, work assignments, apprenticeships, and on-the-job training. Employment opportunities can be assessed through contacts with local businesses, industries, and trade groups.

**4-4468
(2010 Supplement)**

Revised January 2005. Written policy, procedure, and practice provide for a vocational program that is consistent with the needs of the inmate population.

Comment: While many institutions house inmates with sentences of a few days or weeks, there are increasing numbers that are held for longer periods. A vocational program for those longer-term inmates should include an evaluation of vocational needs and a method for providing for those needs.

**4-4468
(Ref. 3-4412-1)**

Written policy, procedure, and practice provide for a vocational program that is consistent with the needs of the inmate population.

Comment: While many institutions house inmates with sentences of a few days or weeks, there are increasing numbers that are held for longer periods, sometimes up to five years. A vocational program for those longer-term inmates should include an evaluation of vocational needs and a method for providing for those needs.

**4-4469 – 4-4480
(2010 Supplement)**

This interpretation applies to all standards from 4-4469 through 4-4480.

Interpretation January 2002. This standard is applicable to all facilities. For reception and diagnostic centers, the standard only applies as follows:

- 1. To reception and diagnostic centers with an average offender length of stay of 90 days or longer**
- 2. To reception and diagnostic centers with a cadre of offenders who are expected to serve more than 90 days of confinement within the facility of for those sentenced offenders awaiting transfer to another facility whose stay exceeds 90 days.**

Comment: None.

**4-4469
(Ref. 3-4413)**

The institution uses business, industry, and community resources in developing academic and/or vocational education programs for selected inmates.

Comment: None.

Certification and Evaluation

**4-4470
(2010 Supplement)**

Revised August 2009. Written policy, procedure, and practice provide that the academic and vocational education programs are recognized, certified, or licensed by the state department of education or other recognized agency having jurisdiction. Programs up to the completion of high school and/or the GED are available at no cost to inmates.

Comment: None.

4-4470

Written policy, procedure, and practice provide that the academic and

vocational education programs are recognized, certified, or licensed by the state department of education or other recognized agency having jurisdiction. Programs up to the completion of high school and/or the GED are available at no cost to inmates. Provision is made for formal recognition of specific educational accomplishments.

Comment: Correctional education programs must be at least equal in quality and requirements to equivalent programs in the community to ensure that student credits, certificates, and diplomas are accepted by employers and are transferable to schools and colleges after release. Accreditation legitimizes the correctional education program and allows opportunity for self-evaluation; it also facilitates obtaining funding from state, federal, and private sources.

**4-4471
(Ref. 3-4415)**

Written policy, procedure, and practice provide for a system whereby the academic and vocational training programs are assessed against stated objectives by qualified individuals, professional groups, and trade associations; this assessment is done at least every three years.

Comment: Such assessment ensures the institution's academic and vocational training programs are accepted by licensing boards and trade associations, and helps indicate which programs should be expanded and which should be revised.

Staffing Policies and Practices

**4-4472
(Ref. 3-4416)**

All academic and vocational education personnel are certified by a state department of education or other comparable authority.

Comment: All teachers, supervisors, and administrators should be certified and should receive additional training to meet the special needs of inmates. Policies should also provide for emergency or temporary certification to facilitate hiring qualified personnel who lack complete or current certification.

**4-4473
(Ref. 3-4417)**

Academic and vocational personnel policies and practices are comparable to local jurisdictions or other appropriate jurisdictions.

Comment: Personnel practices should be similar to those of the public schools in the locality of the institution.

Inmate Assessment and Placement

**4-4474
(Ref. 3-4418)**

Written policy, procedure, and practice provide for a system of academic and vocational counseling as well as initial screening, assessment, and evaluation to determine each inmate's educational needs.

Comment: There should be a systematic procedure for screening, assessment, and evaluation at intake, including appropriate standardized testing, so that each inmate can be placed in appropriate educational programs. Staff should be qualified to interpret tests and decide when additional testing is needed.

**4-4475
(Ref. 3-4418-1)**

Provision is made to meet the educational and vocational needs of inmates who require special placement because of physical, mental, emotional, or learning disabilities.

Comment: Inmates should be placed in educational and vocational programs commensurate with their abilities, needs, and interests. Remedial services and

certified special education teachers should be provided, where applicable.

4-4476
(Ref. 3-4419)

The educational program allows for flexible scheduling that permits inmates to enter at any time and to proceed at their own learning pace.

Comment: “Flexible scheduling” is open-entry, open-exit instruction, with emphasis on individualized instruction. If a program has no vacancies, inmates may be placed on a waiting list.

Coordination with Other Programs and Services

4-4477
(Ref. 3-4420)

Written policy, procedure, and practice provide that comprehensive education programs are available to all eligible inmates at a time when the majority can take advantage of the programs.

Comment: Educational programs should not have to compete with work assignments, visitation, counseling, and so forth, but should be offered at off-peak program hours, in the evenings, and on weekends. Encouragement to participate should be provided by using a reward system and limiting barriers to attendance.

4-4478
(Ref. 3-4421)

The education program coordinates with other institutional services to provide instruction in functional social skills.

Comment: Social skills include consumer activities, life skills, and parenting/family life. Courses should be coordinated with social services, leisure-time activities, and religious programs, as well as in a comprehensive social skills development program.

4-4479
(Ref. 3-4422)

Written policy, procedure, and practice govern the maintenance and handling of educational/vocational records. Students’ rights to privacy and confidentiality in accordance with state and federal law should be maintained.

Comment: Academic/vocational information should become a part of the master file and be transferred when offenders are moved to other institutions or relocated in the community during prerelease. Accurately maintained student files and records are part of staff accountability and are essential for program needs, assessments, and evaluations.

4-4480
(2010 Supplement)

Revised August 2009. Written policy, procedure, and practice provide incentives for educational participation.

Comment: Recognition of academic and vocational achievements, such as certification or graduation, is helpful to inmates and provides general support for education programs. Incentives may include pay, access to preferred jobs and/or educational programs, or other special privileges.

4-4480
(Ref. 3-4422-1)

Written policy, procedure, and practice provide incentives for educational participation and formal recognition of specific educational accomplishments.

Comment: Recognition of academic and vocational achievements, such as certification or graduation, is helpful to inmates and provides general support for educational programs. Incentives may include pay, access to preferred jobs and/or educational programs, or other special privileges.

Section C: Recreation and Activities

Principle: A written body of policy and procedure governs the institution's recreation and activities programs for inmates, including program coordination and supervision, facilities and equipment, community interaction, and activities initiated by inmates.

Comprehensive Recreational Program

**4-4481
(Ref. 3-4423)** **Written policy, procedure, and practice provide for a comprehensive recreational program that includes leisure-time activities and outdoor exercise.**

Comment: Varied forms of recreation (for example, activities in the yard, library, and auditorium) should be designed to consider inmates' recreational interests.

Program Coordination and Supervision

**4-4482
(2010 Supplement)** **Revised August 2007. The education and experience of the recreation program supervisor are taken into consideration by the appointing authority in determining appointment to the position. These include education, correctional experience, training in recreation and/or leisure activities and the ability to supervise the program. In institutions with more than 100 inmates, the position is full-time.**

Comment: To ensure a high-quality leisure services program, it is important to have an administrator with training specific to recreation and/or leisure activities. This position may be filled by a volunteer or contract personnel.

**4-4482
(Ref. 3-4424)** **The recreation program is supervised by a qualified person who has a minimum of a bachelor's degree in recreation or leisure services or the equivalent in combined education and experience. In institutions with more than 100 inmates, this position is full-time.**

Comment: To ensure a high-quality leisure services program, it is important to have an administrator with training specific to recreation and/or leisure activities. This position may be filled by a volunteer or contract personnel.

**4-4483
(Ref. 3-4425)** **Written policy, procedure, and practice provide for the selection, training, and use of inmates as recreation program assistants.**

Comment: None.

Equipment and Facilities

**4-4484
(Ref. 3-4426)** **Facilities and equipment suitable for the planned leisure activities are available in proportion to the inmate population and are maintained in good condition.**

Comment: Facilities should include the following: an outdoor recreation area; a gymnasium with seats for spectators; an auditorium with stage equipment; game rooms and games such as table tennis, shuffleboard, chess, checkers, cards and so forth; weightlifting apparatus and other physical-fitness conditioning equipment and space for their use; locker rooms, showers, and dressing rooms; a music room; and space for arts, crafts, and hobbies. All equipment should be inspected regularly and repaired or replaced as necessary. Guidelines for facilities and equipment are available from the National Recreation and Park Association.

**4-4485
(Ref. 3-4427)** **Written policy, procedure, and practice provide for interaction with the community through recreational activities.**

Comment: Community interaction should include bringing in volunteers to provide instruction and inviting local teams to compete with institution teams; it may include taking inmates into the community for recreational activities.

Inmate Activities

**4-4486
(Ref. 3-4428)** **Written policy, procedure, and practice provide for activities that are initiated by inmates and carried out under staff supervision.**

Comment: Inmate activities include inmate publications, arts and crafts, honor housing, and ethnic study groups. All inmate activities should be regulated by written guidelines that define the activity's purpose and scope. Provision should be made for staff supervision of all activities.

Section D: Mail, Telephone, and Visiting

Principle: A written body of policy and procedure governs the institution's mail, telephone, and visiting services for inmates, including mail inspection, public phone use, and routine and special visits.

Mail Inmate Correspondence

**4-4487
(2010 Supplement)** **Revised August 2009. Written policy and procedure govern inmate correspondence.**

Comment: All regulations concerning inmate correspondence should be specific in writing and made available to staff members, inmates, and their correspondents.

**4-4487
(Ref. 3-4429)** **Written policy and procedure govern inmate correspondence; the policies and procedures are reviewed annually and updated as necessary.**

Comment: All regulations concerning inmate correspondence should be specified in writing and made available to staff members, inmates, and their correspondents.

**4-4488
(Ref. 3-4430)** **When the inmate bears the mailing cost, there is no limit on the volume of letters the inmate can send or receive or on the length, language, content, or source of mail or publications except when there is reasonable belief that limitation is necessary to protect public safety or institutional order and security.**

Comment: The number of approved correspondents for an inmate should be unlimited, and there should be no limit on the number of letters an inmate may send or receive from approved correspondents. Limits may be placed on the use of mail for the conduct of an inmate business.

**4-4489
(Ref. 3-4431)** **Written policy, procedure, and practice provide that indigent inmates, as defined in policy, receive a specified postage allowance to maintain community ties.**

Comment: An inmate without financial resources should be provided the means to send a reasonable number of letters per month. Community ties include family, personal friends, and so on, but not privileged communication to attorney, public officials, and courts.

Access to Publications

4-4490
(Ref. 3-4432) **Written policy and procedure govern inmate access to publications.**

Comment: Policy and procedure should define which publications are allowed in the institution and how they will be inspected. Restriction as to access should be related directly to maintenance of institutional order and security.

Inspection of Letters and Packages

4-4491
(Ref. 3-4433) **Written policy, procedure, and practice provide that inmate mail, both incoming and outgoing, may be opened and inspected for contraband. Mail is read, censored, or rejected based on legitimate institutional interests of order and security. Inmates are notified when incoming or outgoing letters are withheld in part or in full.**

Comment: Case law has defined legal limits on censorship of mail. Inmates should be permitted uncensored correspondence so long as the correspondence poses no threat to the safety and security of the institution, public officials, or the general public and is not being used to further illegal activities. When inmate mail is censored or rejected, the inmate or author should be notified of the reasons for the action and have an opportunity to appeal that decision; such appeals should be referred to officials who did not participate in the original disapproval of the correspondence.

4-4492
(2010 Supplement) **Revised August 2002. Written policy, procedure, and practice specify that inmates are permitted to send sealed letters to a specified class of persons and organizations, including but not limited to the following: courts; counsel; officials of the confining authority; state and local chief executive officers; administrators of grievance systems; and members of the paroling authority. Staff, in the presence of the inmate, may be allowed to inspect outgoing privileged mail for contraband before it is sealed. Mail to inmates from this specified class of persons and organizations may be opened only to inspect for contraband and only in the presence of the inmate, unless waived in writing, or in circumstances which may indicate contamination.**

Comment: Suspicious mail may include packages and letter unusual in appearance or which appear different from mail normally received or sent by the individual; packages and letters of a size or shape not customarily received or sent by the individual; packages and letters with a city and/or state postmark that is different from the return address; or packages and letters leaking, stained, or emitting a strange or unusual odor, or which have a powdery residue.

4-4492
(Ref. 3-4434) **Written policy, procedure, and practice specify that inmates are permitted to send sealed letters to a specified class of persons and organizations, including but not limited to the following: courts; counsel; officials of the confining authority; state and local chief executive officers; administrators of grievance systems; and members of the paroling authority. Staff, in the presence of the inmate, may be allowed to inspect outgoing privileged mail for contraband before it is sealed. Mail to inmates from this specified class of**

persons and organizations may be opened only to inspect for contraband and only in the presence of the inmate, unless waived in writing.

Comment: None.

**4-4493
(Ref. 3-4435)**

Written policy, procedure, and practice provide for the inspection of inmate letters and packages to intercept cash, checks, and money orders.

Comment: Cash, checks, and money orders should be removed from incoming mail and credited to the inmate's account. They should also be removed from outgoing mail and disposed of appropriately. Any interception should be documented, with receipts given to both the sender and the addressee.

**4-4494
(Ref. 3-4436)**

Written policy and procedure govern inspection for and disposition of contraband.

Comment: The policies and procedures should specify what should be done with contraband, under what conditions receipts should be given the sender and addressee, how seizures can be challenged, and when matters should be referred for prosecution.

**4-4495
(2010 Supplement)**

Revised August 2006. Written policy, procedure, and practice require that, excluding weekends and holidays, or emergency situations, incoming and outgoing letters are held for no more than 48 hours and packages (if allowed) are held no more than 72 hours.

Interpretation August 2002. The term "emergency situation" is interpreted as any significant disruption of normal facility or agency procedure, policy, or activity caused by riot, escape, fire, natural disaster, employee action, or other serious incident.

Comment: Inspection for contraband letters should take no longer than 48 hours to complete so that incoming letters should be distributed to inmates and outgoing letters sent to the post office within 48 hours of receipt. Similarly, inspection of packages normally should take no longer than 72 hours to complete. The standard does not prohibit the holding of mail for inmates who are temporarily absent from the facility (for example, in a hospital or court).

**4-4495
(Ref. 3-4437)**

Written policy, procedure, and practice require that, excluding weekends and holidays, incoming and outgoing letters are held for no more than 24 hours and packages are held for no more than 48 hours.

Comment: Inspection for contraband in letters should take no longer than 24 hours to complete so that incoming letters should be distributed to inmates and outgoing letters sent to the post office within 24 hours of receipt. Similarly, inspection of packages should take no longer than 48 hours to complete. The standard does not prohibit the holding of mail for inmates who are temporarily absent from the facility (for example, in the hospital or court).

Forwarding of Mail

**4-4496
(Ref. 3-4438)**

Written policy, procedure, and practice provide for forwarding first-class letters and packages after an inmate's transfer or release.

Comment: All first-class letters and packages should be forwarded provided a forwarding address is available. If an address is not available, such letters and

packages should be returned to the sender. Postal Service policy and procedure should be made available to inmates.

Telephone

4-4497
(Ref. 3-4439)

Written policy, procedure, and practice provide for inmate access to public telephones. Inmates with hearing and/or speech disabilities, and inmates who wish to communicate with parties who have such disabilities, are afforded access to a Telecommunications Device for the Deaf (TDD), or comparable equipment. Public telephones with volume control are also made available to inmates with hearing impairment.

Comment: Telephone facilities should permit reasonable and equitable access to all inmates and permit a reasonable amount of privacy. Procedures should specify the hours during which the telephone is available, the maximum length of calls, and any limitation on calls. All long-distance calls should be made collect.

4-4497-1
(2010 Supplement)

Added August 2002. Written policy, procedure, and practice ensure that offenders have access to reasonably priced telephone services. Correctional agencies ensure that:

- **contracts involving telephone services for offenders comply with all applicable state and federal regulations**
- **contracts are based on rates and surcharges that are commensurate with those charged to the general public for like services. Any deviation from ordinary consumer rates reflects actual costs associated with the provision of services in a correctional setting**
- **contracts for offender telephone services provide the broadest range of calling options determined by the agency administrator to be consistent with the requirements of sound correctional management**

Comment: When procuring and renewing telephone services, correctional officials should inquire into the reasons for proposed deviations from standard charges and seek the best possible rates for the broadest possible range of calling options.

Visiting Regular Visitation

4-4498
(Ref. 3-4440)

Written policy, procedure, and practice provide that the number of visitors an inmate may receive and the length of visits may be limited only by the institution's schedule, space, and personnel constraints, or when there are substantial reasons to justify such limitations.

Comment: Inmates should not be denied access to visits with persons of their choice except when the warden/superintendent or designee can present clear and convincing evidence that such visitation jeopardizes the safety and security of the institution or the visitors.

4-4499
(Ref. 3-4441-1)

Written policy, procedure, and practice provide that written information regarding procedures governing visitation be made available to the inmate within 24 hours after arrival at the facility. At a minimum, the information will include, but not be limited to, the following:

- **facility address/phone number, directions to facility, and information about local transportation**
- **days and hours of visitation**

- approved dress code and identification requirements for visitors
- items authorized in visitation room
- special rules for children
- authorized items that visitors may bring to give to the offender (for example, funds, pictures, and so forth)
- special visits (for example, family emergencies)

Comment: Providing detailed information to inmates to give to their family and friends on visitation procedures will facilitate the visiting process and eliminate confusion and fear on the part of the visitor.

4-4499-1
(2010 Supplement)

Written policy, procedure, and practice provide that inmate visiting facilities permit informal communication, including opportunity for physical contact. Devices that preclude physical contact are not used except in instances of substantiated security risk.

Comment: The degree of informality of inmate visiting facilities should be consistent with the institution's overall security requirements.

4-4499-1
(Ref. 3-4441)

Written policy, procedure, and practice provide that inmate visiting facilities permit informal communication, including opportunity for physical contact. Devices that preclude physical contact are not used except in instances of substantiated security risk.

Comment: The degree of informality of inmate visiting facilities should be consistent with the institution's overall security requirements.

Extended and Special Visits

4-4500
(Ref. 3-4442)

Written policy and procedure govern special visits.

Comment: Special visits may include visits from persons who have come long distances, visits to hospitalized inmates, visits to inmates in disciplinary status, and visits between inmates and their attorneys, clergy, social service agency representatives, and so forth. Policy and procedure should specify the conditions of such visits.

4-4500-1
(2010 Supplement)

Added August 2003. Written policy, procedure, and practice require that an inmate is informed in a timely manner of the verifiable death or critical illness of an immediate family member. In case of the critical illness of an immediate family member, the inmate is allowed, whenever statutes and circumstances allow, to go to the bedside under escort or alone.

Comment: Classification, status, geography, security level, and other specified criteria should determine eligibility. "Immediate family" is usually defined as parent, spouse, child, sibling, grandparent, or legal guardian.

4-4501
(Ref. 3-4443)

Where statute permits, written policy, procedure, and practice provide for extended visits between inmates and their families.

Comment: Policy and procedure should provide specific guidelines for determining which inmates are permitted extended visits with family, the length of the visit, where the visit should take place, and other conditions. Inmates with appropriate security classifications should be permitted furloughs home of up to three days. Also, if permitted by statute, the institution should provide suitable private accommodations

for extended visits between inmates and their families on institutional grounds.

4-4502
(Ref. 3-4444)

Written policy, procedure, and practice provide that inmates with appropriate security classifications are allowed furloughs to the community to maintain community and family ties, seek employment opportunities, and for other purposes consistent with the public interest.

Comment: Unescorted leaves of absence for a set period of time may be appropriate to allow inmates to participate in work and study release programs, make residential plans for parole, or any other purpose consistent with the inmate's security classification.

Visitor Registration

4-4503
(Ref. 3-4445)

Written policy, procedure, and practice provide that visitors register upon entry into the institution and specify the circumstances under which visitors may be searched.

Comment: Each visitor should register his or her name, address, and relation to the inmate. Staff may search visitors and their belongings following written procedure.

4-4504
(Ref. 3-4446)

The institution provides information to visitors about transportation to the institution and facilitates transportation between the institution and nearby public transit terminals.

Comment: Institutions situated considerable distances from public transit terminals should try to provide transportation for visitors, particularly when transportation costs are significant.

Section E: Library

Principle: A written body of policy and procedure governs the institution's library program, including acquisition of materials, hours of availability, and staffing.

Comprehensive Library Services

4-4505
(Ref. 3-4447)

The institution maintains and/or provides access to comprehensive library services that include, but are not limited to, a reference collection containing general and specialized materials, and planned and continuous acquisition of materials to meet the needs of the institutional staff and inmates.

Comment: The institution's library service should be comparable to a public library, providing the following: logical organization of materials for convenient use; circulation of materials to satisfy the needs of the users; information services; reader's advisory service to help provide users with suitable materials; promotion of use of library materials through publicity, book lists, special programs, book and film discussion groups, music programs, contests, and other appropriate means; a congenial library atmosphere; and educational and recreational audiovisual materials. The reference collection should contain specialized materials on such subjects as consumer skills, prerelease, finding employment, and education.

Program Coordination and Supervision

4-4506
(Ref. 3-4448)

The institution has a qualified staff person who coordinates and supervises library services.

Comment: This position may be full-time or part-time and may be filled by a volunteer or contract personnel. If the person is not a trained librarian, he or she should receive training in library services.

4-4507
(2010 Supplement)

Revised January 2003. There is available to the institution a person with a master's of library science, information resources, media services, or related degree who assists with coordinating and supervising library services and is responsible for training of all library staff.

Comment: A qualified librarian should be available to assist the staff member who coordinates and supervises library services in the institution.

4-4507
(Ref. 3-4449)

There is available to the institution a person with a master of library science degree who assists in coordinating and supervising library services and is responsible for training of all library staff.

Comment: A qualified librarian should be available to assist the staff member who coordinates and supervises library services in the institution.

Selection and Acquisition of Materials

4-4508
(Ref. 3-4450)

Written policy defines the principles, purposes, and criteria used in the selection and maintenance of library materials.

Comment: Library materials should be selected to meet the educational, informational, and recreational needs of the inmates. They should be easily accessible and regulated by a system that prevents abuse.

4-4509
(Ref. 3-4451)

The library participates in interlibrary loan programs.

Comment: Participation in interlibrary loan programs with local and state public library systems can increase the materials available to inmates without increasing acquisition expenses.

Availability of Services

4-4510
(Ref. 3-4452)

Library services are available daily, including evenings and weekends.

Comment: There should be no restrictions on access to library services and facilities. Library services should be provided at prime program hours as well as at times that do not compete with work assignments, visitation, counseling, or other programs. Every inmate should have access to library services. It is preferable that the facility's main library is available seven days a week; in lieu of this, library services are available seven days a week.

Inmate Assistants

4-4511
(Ref. 3-4453)

Written policy, procedure, and practice provide for the selection, training and use of inmates as library assistants.

Comment: To provide adequate access to library services, inmates should be used as library assistants and trained in library operation by the librarian. Selected inmates can be circulation clerks and acquisition and technical processing clerks.

Section F: Religious Programs

Principle: A written body of policy and procedure governs the institution's religious programs for inmates, including program coordination and supervision, opportunities to practice the requirements of one's faith, and use of community resources.

Program Coordination and Supervision

**4-4512
(Ref. 3-4454)** There is a qualified chaplain (or chaplains) with minimum qualifications of (1) clinical pastoral education or equivalent specialized training and (2) endorsement by the appropriate religious certifying body. The chaplain assures equal status and protection for all religions.

Comment: None.

**4-4513
(Ref. 3-4455)** In facilities with an average daily population of 500 or more inmates, there is a full-time chaplain (or chaplains). In facilities with less than 500 inmates, adequate religious staffing is available.

Comment: None.

**4-4514
(2010 Supplement)** Revised August 2004. Written policy, procedure, and practice provide that assigned chaplain(s) (whether they be classified employees, contract employees, or volunteers), in consultation with and approval from facility administration, plans, directs, and coordinates all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented by the inmate population.

Comment: The religious program should be designated to fulfill the institution's responsibility of ensuring that all inmates can voluntarily exercise their constitutional right to religious freedom.

**4-4514
(Ref. 3-4456)** The chaplain plans, directs, and coordinates all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented by the inmate population.

Comment: The religious program should be designed to fulfill the institution's responsibility of ensuring that all inmates can voluntarily exercise their constitutional right to religious freedom.

**4-4515
(Ref. 3-4457)** The chaplain has physical access to all areas of the institution to minister to inmates and staff.

Comment: None.

**4-4516
(Ref. 3-4458)** The chaplain or designated religious staff develops and maintains close relationships with community religious resources.

Comment: Community resources can help augment the delivery of appropriate religious services on special holidays or, as needed, to meet the requirements of the delivery of religious faiths among inmates.

**4-4516
(2010 Supplement)** Revised August 2004. The chaplain or designated staff develops and maintains close relationships with community religious resources.

Comment: Community resources can help augment the delivery of appropriate religious services on special holidays or, as needed, to meet the requirements of the diversity of religious faith among inmates.

Opportunity to Practice One's Faith

4-4517
(Ref. 3-4459)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the institution.

Comment: Religious practices include, but are not limited to, access to religious publications, religious symbols, congregate worship/religious services in appropriate space, individual and group counseling, religious study classes, and adherence to dietary requirements. Inmates in administrative segregation are allowed to participate in such religious practices subject to the same limitations stated in the standard. In determining what constitutes legitimate religious practices, the warden/superintendent or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of persons who share common ethical, moral, or intellectual views.

4-4518
(2010 Supplement)

Deleted August 2004.

4-4518
(Ref. 3-4460)

Representatives of all faith groups are available to all inmates.

Comment: None.

4-4519
(2010 Supplement)

Revised August 2004. When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain or designated staff member assists the inmate in contacting a person who has the appropriate credentials from the faith judicatory. That person ministers to the inmate under the supervision of the chaplain.

Comment: The religious leader can visit at designated regular times, with provision for emergency visits.

4-4519
(Ref. 3-4461)

When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain assists the inmate in contacting a person who has the appropriate credentials from the faith judicatory. That person ministers to the inmate under the supervision of the chaplain.

Comment: The religious leader can visit at designated regular times, with provision for emergency visits.

Religious Facilities and Equipment

4-4520
(Ref. 3-4462)

Written policy, procedure, practice require that the institution provide space and equipment adequate for the conduct and administration of religious programs. The institution makes available noninmate clerical staff for confidential material.

Comment: Sufficient space should be available for congregate worship/religious

services, individual counseling, group counseling and/or religious studies, and chaplaincy offices. Equipment, office supplies, and secretarial help should be adequate to meet the needs of the religious program. Volunteers are acceptable as clerical support staff.

**4-4521
 (Ref. 3-4463)**

The chaplain, in cooperation with the institutional administrator or designee, develops and maintains communications with faith communities and approves donations of equipment or materials for use in religious programs.

Comment: Approval of donations helps ensure that equipment and materials are available for approved religious practices and helps avoid the accumulation of duplicate or inappropriate materials.

(2010 Supplement) Added new section:

Security Threat Groups

**4-4530
 (2010 Supplement)**

Added January 2007. Written policy, procedure, and practice require that ongoing, but not less than semi-annually, consultation takes place as determined by the agency or parent agency with the local Joint Terrorism Task Force (JTTF), or another similar agency, on all terrorism matters to include:

- **a list of known terrorist inmates in local custody**
- **intelligence regarding inmates with suspected terrorist ties**
- **information regarding specific incidents, events, or threats affecting the institution or detention facility that have a possible terrorism connection**

Comment: Examples of reportable intelligence might include attempts by such inmates to radicalize or recruit among fellow inmates, or efforts to continue contact with terrorist groups in the community. Documentation of the consultations should be determined by agency standards, and may include log books, e-mails exchanged with the JTTF or another like agency, or minutes of telephone calls.

**Appendix A
 Classification Guidelines**

The following descriptions illustrate behavior characteristics typical of inmate custody levels.

**Typical Behavior Patterns* for Various Levels of Custody
 for Inmates in a Correctional Facility**

TYPICAL BEHAVIOR PATTERN	CUSTODY LEVELS		
	I (Minimum)	II (Medium)	III (Maximum)
Risk of Escape	No history of escape or escape attempts from secure or nonsecure settings (within past five years). Length of sentence is three years or less to projected release date.	No escape history (including flight from custody) during past seven years. No history of escape attempts from a secure setting (within past five years). Length of sentence is five years or less to projected release date.	Conduct that indicates high probability of escape attempts. History of escape or escape attempts from secure setting during the past ten years. Length of sentence is ten years or more to projected release date.

Behavior	No history of violent behavior (within past five years). No pattern of threats or violence.	No history of institution violence involving weapons or serious injury (within past five years). No history of assault on staff (within past five years). No pattern of serious institutional misconduct. No active participation in prison gangs.	Recent history of violent crimes and/or violent institutional conduct within past five years. Active membership in gangs/groups advocating violence. Serious assault on staff.
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*These characteristics are used only as guidelines; decisions should also be based on evaluations by classification committee (including mental health and security staff) to determine the proper custody level assignment. Inmates also may be assigned increased or decreased levels of custody based on behavior during incarceration or extenuating circumstances relating to the behavior pattern.

Appendix B
Guidelines for Institution Security Levels

The following descriptions illustrate the numbers and types of barriers that separate inmates from the community. These guidelines are designed for illustrative purposes. Segments may be interchanged to compensate for strengths or weaknesses in other segments. Some agencies and systems use more or less than three levels of security. For those systems, these guidelines can be adjusted.

SECURITY ELEMENTS	SECURITY LEVELS		
	I (Minimum)	II (Medium)	III (Maximum)
Housing	Dormitories, cubicles, or rooms	Rooms and/or multiple occupancy cells and/or dormitories	Single cells, very secure, with heavy-duty hardware
Perimeter Security	None, or single fence; occasional patrol	Double fence; electric alarm system; patrol of perimeter or towers	A combination of double fence, wall, towers, and/or constant armed perimeter surveillance; and/or an electronic alarm system
Internal Security Measures	Inmate census taken at least three times daily	Inmate movement is controlled by pass system. Formal census is taken at least four times daily, plus frequent informal census.	Formal census is taken at least five times daily. Capability to quickly separate the inmates into smaller groups. Inmates are directly supervised and/or escorted when outside cellhouse or living area.

Appendix C
Definition of “Qualified Individual” for Safety and Sanitation Inspections

Several standards refer to documentation and inspections by “qualified individuals.” (For example, Building and Safety Codes, Fire Safety, Food Service, Sanitation and Hygiene, and Work and Correctional Industries standards.) Such persons also may be referred to as “independent, qualified source,” “qualified departmental staff member,” “qualified designee,” or “qualified fire and safety officer.”

A “qualified individual” is a person whose training, education, and/or experience specifically qualifies him or her to do the job indicated in the standard.

I. GENERAL REQUIREMENTS

When a standard calls for inspections, the individual conducting them needs to be trained in the application of appropriate codes and regulations. Standards do not specify the number of hours of training required, as this is determined in part by the tasks assigned. At a minimum, though, the qualified individual must (1) be familiar with the applicable codes and regulations and their requirements; (2) be able to use the appropriate instruments for measuring and documenting code compliance; (3) be able to complete checklists and prepare the necessary reports; and (4) have the authority to make corrections when deficiencies are found.

Training is often obtained from code officials or inspectors (fire marshals, building officials); government agencies that have statutory authority for inspections in a particular area (health department, labor department); or private organizations, such as the National Fire Protection Association. Often the individual obtains written certification or approval from these authorities to conduct in-house inspections. When trained and certified by the above sources to do so, a central office specialist may train and assist facility staff to conduct inspections.

II. SPECIFIC REQUIREMENTS

A. Authority Having Jurisdiction

The term "authority having jurisdiction" is defined as follows:

The authority having jurisdiction must be knowledgeable about the requirements of the National Fire Protection Life Safety Code. The authority having jurisdiction may be a federal, state, local, or other regional department or individual, such as the fire chief, fire marshal, chief of a fire prevention bureau, labor department, health department, building official, electrical inspector, or others with statutory authority. The authority having jurisdiction may be employed by the department/agency, provided that he or she is not under the authority of the facility administrator and that the report generated is referred to higher authorities within the department/agency independent of influence by the facility administrator or staff. This rule applies no matter who generates the report.

The definition also applies to the terms "independent, qualified source" and "independent, outside source."

B. Inspections

Qualified individuals conducting the monthly and weekly inspections required in the standards may be institutional staff members.

The qualified individual responsible for conducting monthly inspections (for example, fire and safety officer, safety/sanitation specialist) may be an institutional staff member trained in the application of jurisdictional codes and regulations. Periodically and as needed, this individual receives assistance from the independent authority or central office specialist(s) on requirements and inspections. This assistance may include participation in quarterly or biannual inspections. Training for the individual conducting the monthly inspections may be provided by the applicable agencies or through the agency's central office specialist(s).

The qualified departmental staff member who conducts weekly inspections of the facility may be an institutional staff member who has received training in and is familiar with the safety and sanitation requirements of the jurisdiction. At a minimum, on-the-job training from the facility's safety/sanitation specialist or the fire and safety officer regarding applicable regulations is expected, including use of checklists and methods of documentation.

The periodic weekly and monthly inspections may be conducted by either a combination of qualified

individuals or one specialist, as long as the schedules and minimum qualifications described above are met. Safety and sanitation inspections may be conducted by the same person, provided this individual is familiar with the regulations for both types of inspections. When safety and sanitation requirements differ substantially, it may sometimes be necessary to call on several qualified individuals to conduct the inspections required by the standards. Using more than one person is strongly recommended.

III. COMPLIANCE AUDITS

In conducting standards compliance audits, Commission Visiting Committees will review documentation submitted by the facilities to assist them in judging the qualifications of these individuals. In making compliance decisions, the audit teams will look closely at the facility's entire program – both practices and results – for ensuring safety and sanitation.

Appendix D

Guidelines for the Control and Use of Flammable, Toxic, and Caustic Substances

This appendix provides definitions and recommendations to assist agencies in the application of standards that address the control of materials that present a hazard to staff and inmates.

Substances that do not contain any of the properties discussed in the guidelines but are labeled “Keep out of reach of children” or “May be harmful if swallowed” are not necessarily subject to the controls specified in the guidelines. Their use and control, however, including the quantities available, should be evaluated and addressed in agency policy. Questions concerning the use and control of any substance should be resolved by examining the manufacturer's Material Safety Data Sheet.

I. DEFINITIONS

Caustic material – A substance capable of destroying or eating away by chemical reaction.

Combustible liquid – A substance with a flash point at or above 100 degrees Fahrenheit. Classified by flash point as a Class II or Class III liquid.

Flammable liquid – A substance with a flash point below 100 degrees Fahrenheit (37.8 degrees Centigrade). Classified by flash point as a Class I liquid.

Flash point – the minimum temperature at which a liquid will give off sufficient vapors to form an ignitable mixture with the air near the surface of the liquid (or in the vessel used).

Label – A written, printed, or graphic material, displayed on or affixed to containers of hazardous chemicals.

Material Safety Data Sheet (MSDS) – A document required by government regulation for all hazardous chemical substances produced and/or sold in the United States. Each MSDS sheet shall be in English and shall contain the following information: the identity used on the label, physical and chemical characteristics (vapor pressure, flash point, and so forth) physical and health hazards, primary routes of entry, exposure limits, precautions for safe handling and use, control measures, emergency and first aid procedures, and the chemical manufacturer's name, address, and telephone number.

NFPA Flammability Hazard (Red) – This degree of hazard is measured by using the flash point assigned to the product as specified on the material safety data sheet. (0, will not burn; 1, above 200F; 2, above 100 and below 200F; 3, below 100F; 4, below 73F)

NFPA Health Hazard (Blue) – The likelihood of a material to cause, either directly or indirectly, temporary or permanent injury or incapacitation due to an acute exposure by contact, inhalation, or ingestion. (0, normal material; 1, slightly hazardous; 2, moderately hazardous; 3, extreme danger; 4,

NFPA Reactivity Hazard (Yellow) – The violent chemical reaction associated with the introduction of water, chemicals could also polymerize, decompose or condense, become self-reactive, or otherwise undergo a violent chemical change under conditions of shock, pressure, or temperature. (0, stable; 1, unstable if heated; 2, violent chemical change; 3, shock and heat detonate; 4, may detonate)

NFPA Specific Hazard (White) – Other properties of the material that cause special problems or require special fire-fighting techniques (ACID=acid, ALK=alkali, COR=corrosive, OXY=oxidizer, P=polymerization, Y=radioactive).

Personal Protective Equipment (PPE) – Equipment intended to be worn by an individual to create a barrier against workplace hazards.

Secondary Container – A portable container into which chemicals are transferred for use.

Toxic Material – A substance that through which chemical reaction or mixture can produce possible injury or harm to the body by entry through the skin, digestive tract, or respiratory tract. The toxicity is dependent on the quantity absorbed and the rate, method, and the site of absorption and the concentration of the chemical.

It is possible that a substance may possess more than one of the above properties; therefore, the safety requirements for all applicable properties should be considered.

II. PROCEDURAL GUIDELINES

Facility staff should control the use of flammable, toxic, and caustic substances through the use of a comprehensive program that begins with a review of what chemicals are in use in a particular facility. Controlling what is purchased is the critical first step in limiting the use of dangerous materials in increasing the safety and security of both staff and inmates. A thorough review process by the safety officer or other appropriate person or group can help to insure that the least dangerous product is used for a particular task. The information contained in the MSDS is critical in choosing products.

Limiting the use of extremely dangerous material whenever possible is the best method of insuring the highest degree of safety for staff and inmates alike.

Diluted products with a hazardous rating (0) or (1) for health, flammability and reactivity, using the guidelines from the MSDS, do not meet the definition of toxic material. Issue logs for these substances are not required but all containers must be labeled. MSDS sheets must be maintained on these substances and readily available. An inventory of these products should be maintained in the primary storage area for general control purposes but is not required at the usable area.

When more dangerous materials (2, 3, or 4) must be used, a system of inventories, issue logs, and controlled storage must be instituted. At a minimum, the following areas must be addressed:

1. Stored material must be dispensed and inventoried in accordance with written operating procedures.
2. Storage areas or cabinets and/or storage areas must be kept inventoried and locked along with the MSDS information pertaining to the items which are contained in that area. Flammable materials must be stored in accordance with all appropriate codes and approved by the authority having jurisdiction.
3. When possible, all chemicals should be stored in their original container with the manufacturer's label intact. When chemicals are removed from the original to a secondary container, it will be labeled to identify the contents.
4. The facility safety officer or other designated person must maintain a master index of all flammable, caustic, and toxic substances used by a facility. Included with this will be all MSDS material on each substance.
5. Spills and disposal must be addressed in accordance with the guidelines indicated on the MSDS sheet.

6. A hazard communication program should be incorporated in the general staff training curriculum and a specific training program for all offenders using a particular substance should be instituted in either work or training activities.
7. At least annually, the control of toxic flammable and caustic chemicals should be reviewed to insure continued compliance with all aspects of the program. Any deficiencies will be addressed with remedial action.

Appendix E
Health Care Outcome Measures Worksheet

Health Care Outcomes				
Standard	Outcome Measure	Numerator/Denominator	Value	Outcome Measure
1A	(1)	Number of offenders with a positive tuberculin skin test in the past 12 months		
	divided by	Annual number of admissions in the past 12 months		
	(2)	Number of offenders diagnosed with active tuberculosis in the past 12 months		
	divided by	Average daily population in the past 12 months		
	(3)	Number of conversions to a positive tuberculin skin test in the past 12 months		
	divided by	Number of tuberculin skin tests given in the past 12 months		
	(4)	Number of offenders with a positive tuberculin skin test who completed prophylaxis treatment for tuberculosis in the past 12 months		
	divided by	Number of offenders with a positive tuberculin skin test on prophylaxis treatment for tuberculosis in the past 12 months		
	(5)	Number of Hepatitis C positive offenders in the past 12 months		
	divided by	Average daily population in the past 12 months		
	(6)	Number of HIV-positive offenders in the past 12 months		
	divided by	Average daily population in the past 12 months		
(7)	Number of HIV-positive offenders who are being treated with highly active antiretroviral treatment in the past 12 months			
divided by	Number of known HIV-positive offenders in the past 12 months			
(8)	Number of offenders diagnosed with an Axis I diagnosis (excluding sole diagnosis of substance abuse) in the past 12 months			
divided by	Average daily population in the past 12 months			
(9)	Number of offender suicide attempts in the past 12 months			
divided by	Average daily population in the past 12 months			
(10)	Number of offender suicides in the past 12 months			
divided by	Average daily population in the past 12 months			
(11)	Number of deaths due to homicide in the past 12 months			
divided by	Average daily population in the past 12 months			
(12)	Number of deaths due to injuries in the past 12 months			

	divided by	Average daily population in the past 12 months		
(13)		Number of medically expected deaths in the past 12 months		
	divided by	Average daily population in the past 12 months		
(14)		Number of medically unexpected deaths in the past 12 months		
	divided by	Average daily population in the past 12 months		
(15)		Number of offender admissions to infirmary (where available) in the past 12 months		
	divided by	Average daily population in the past 12 months		
(16)		Number of offender admissions to off-site hospitals in the past 12 months		
	divided by	Average daily population in the past 12 months		
(17)		Number of offenders transported off-site (via ambulance or correctional vehicle) for treatment of emergency health conditions in the past 12 months		
	divided by	Average daily population in the past 12 months		
(18)		Number of offender specialty consults completed in the past 12 months		
	divided by	Number of specialty consults (onsite or off-site) ordered by primary health care provider (MD, NP, PA) in the past 12 months		
(19)		Number of offender grievances about access to healthcare services found in favor of the offender in the past 12 months		
	divided by	Number of offender grievances about access to healthcare services in the past 12 months		
(20)		Number of offender grievances related to quality of health care found in favor of offender during a 12-month period		
	divided by	Number of offender grievances related to quality of health care during a 12-month period		
(21)		Number of offender grievances related to unfair treatment or rights violation found in favor of the offender during a 12-month period		
	divided by	Number of offender grievances related to unfair treatment or rights violation during a 12-month period		
(22)		Number of offender grievances related to safety or sanitation found in favor of the offender during a 12-month period		
	divided by	Number of offender grievances related to safety or sanitation during a 12-month period		
(23)		Number of offender lawsuits about access to healthcare services found in favor of the offender in the past 12 months		
	divided by	Number of offender lawsuits about access to healthcare services in the past 12 months		
(24)		Number of individual sick call encounters in the past 12 months		
	divided by	Average daily population in the past 12 months		
(25)		Number of physician visit contacts in the past 12 months		
	divided by	Average daily population in the past 12 months		
(26)		Number of individualized dental treatment plans in the		

		past 12 months		
	divided by	Average daily population in the past 12 months		
	(27)	Number of hypertensive offenders enrolled in chronic care clinic in the past 12 months		
	divided by	Average daily population in the past 12 months		
	(28)	Number of diabetic offenders enrolled in chronic care clinic in the past 12 months		
	divided by	Average daily population in the past 12 months		
	(29)	Number of incidents involving pharmaceuticals as contraband in the past 12 months		
	divided by	Average daily population in the past 12 months		
	(30)	Number of cardiac diets received by offenders with cardiac disease in the past 12 months		
	divided by	Number of cardiac diets prescribed in the past 12 months		
	(31)	Number of hypertensive diets received by offenders with hypertension in the past 12 months		
	divided by	Number of hypertensive diets prescribed in the past 12 months		
	(32)	Number of diabetic diets received by offenders with diabetes in the past 12 months		
	divided by	Number of diabetic diets prescribed in the past 12 months		
	(33)	Number of renal diets received by offenders with renal disease in the past 12 months		
	divided by	Number of renal diets prescribed in the past 12 months		
	(34)	Number of needle stick injuries in the past 12 months		
	divided by	Number of employees on average in the past 12 months		
	(35)	Number of pharmacy-dispensing errors in the past 12 months		
	divided by	Number of prescriptions dispensed by the pharmacy in the past 12 months		
	(36)	Number of nursing-medication-administration errors in the past 12 months		
	divided by	Number of medications administered in the past 12 months		
2A	(1)	Number of staff with lapsed licensure and or certification during a 12-month period		
	divided by	Number of licensed and or certified staff during a 12-month period		
	(2)	Number of new employees during a 12-month period who completed orientation training prior to undertaking job assignments		
	divided by	Number of new employees during a 12-month period		
	(3)	Number of employees completing in-service training requirements		
	divided by	Number of employees eligible		
	(4)	Number of staff turnover per position category (MD, RN, LPN, medical records, and so forth) during a 12-month period		
	divided by	Number of staff positions per category		
	(5)	Number of staff terminations for violation of drug-free		

		work policy during a 12-month period		
	divided by	Number of staff terminations during a 12-month period		
3A	(1)	Number of offender lawsuits related to unfair treatment or rights violation found in favor of the offender during a 12-month period		
	divided by	Number of offender lawsuits related to unfair treatment or rights violation during a 12-month period		
	(2)	Number of state court malpractice or tort liability cases found in favor of the offender during a 12-month period		
	divided by	Number of state court malpractice or tort liability cases during a 12-month period		
4A	(1)	Number of problems identified by internal review that were corrected during a 12-month period		
	divided by	Number of problems identified by internal review during a 12-month period		
	(2)	Vacancy rate for full-time equivalents for each category within the health care staff, in other words, physician, nursing, midlevel practitioner, ancillary staff, during a 12-month period		
5A	(1)	Number of offenders diagnosed with hygiene related conditions (scabies, lice, fungal infections) during a 12-month period		
	divided by	Average daily population during a 12-month period		
	(2)	Number of offender grievances related to hygiene found in favor of the offender during a 12-month period		
	divided by	Number of offender grievances related to hygiene during a 12-month period		
	(3)	Number of offender lawsuits related to hygiene found in favor of the offender during a 12-month period		
	divided by	Number of offender lawsuits related to hygiene during a 12-month period		
6A	(1)	Number of fire code violations corrected during a 12-month period		
	divided by	Number of fire code violations cited by jurisdictional authority during a 12-month period		
	(2)	Number of offender injuries resulting from fires requiring medical treatment in a 12-month period		
	divided by	Average daily population in a 12-month period		
	(3)	Number of offender injuries (other than fire) requiring medical treatment in a 12-month period		
	divided by	Average daily population of offenders		
	(4)	Number of staff injuries resulting from fires requiring medical treatment in a 12-month period		
	divided by	Average daily population of staff		
	(5)	Number of staff injuries (other than fire) requiring medical treatment in a 12-month period		
	divided by	Average daily population of staff		
	(6)	Number of offender lawsuits related to safety or sanitation found in favor of the offender during a 12-month period		
	divided by	Number of offender lawsuits related to safety or sanitation during a 12-month period		

	(7)	Number of assaults: offender/offender, offender/staff during a 12-month period		
	divided by	Average daily population		
	(8)	Number of lost key incidents during a 12-month period		
	(9)	Number of health code violations corrected during a 12-month period		
	divided by	Number of health code violations during a 12-month period		
7A	None			
7B	None			

Appendix F
Organization Summary

Please complete a separate summary for each agency/facility and return to the American Correctional Association.

1. Name of Agency/Facility _____
 Physical Address _____
 Mailing Address (if different from above) _____
 Telephone Number _____
2. Chief Executive Officer _____
 Title _____
 E-mail Address _____
3. Accreditation Manager/Title _____
 Telephone Number _____
 E-mail Address _____
4. Governing Authority or Parent Agency _____
5. The Agency/Facility is ___ federal ___ state ___ county ___ municipal ___ private not for profit
 ___ private for profit
6. Date Agency/Facility Constructed or Established _____
 Date of Last Renovation _____
7. State the Purpose of the Agency/Facility (attach additional pages, if necessary)
8. Designed Facility Capacity _____ Current Population _____
9. Age Range of Population
 Adults _____ Juveniles _____ Youthful Offenders _____ Age of criminal majority in
 your jurisdiction _____ Number of offenders confined under that age _____
 Are they housed separately from the adult population? Yes _____ No _____
10. Number of Satellite Facilities/District Offices (attach additional pages if necessary)
 To be included in this accreditation? Yes _____ No _____
 Name of Satellite Agency/Facility _____
 Address _____
 Telephone Number _____
 Distance from Main Complex _____
 Number of Satellite Personnel _____ Number of Offenders _____
 Total Number of Offenders Under Field Supervision _____
11. Total Number of Full-Time Staff by Category
 Administrative Support _____ Program _____ Security _____ Other _____
12. Average Length of Stay or Time Under Supervision: Years _____ Months _____ Days _____
13. Security Level(s) of Supervision (number in each category):
 Maximum _____ Medium _____ Minimum _____
14. Physical Plant
 Number of Buildings _____ Number of Single Cells _____
 Number of Multiple Occupancy Cells _____ Cell Square Footage _____
 Number of Segregation Cells (Administrative and Disciplinary) _____

- Dormitories _____ Dormitory Square Footage _____
 Type of Medical Facility _____
 15. Summary Description of Agency/Facility _____
 16. Is this agency/facility accredited by any other organization? If yes, name and date _____
 17. Attach a copy of current organizational chart for agency/facility.
 18. Attach a copy of authorizing statute or articles of incorporation.
 19. If this agency/facility is under court order/litigation, please attach a copy of appropriate documents.

Signature _____ Title _____
 Print Name _____ Date _____

Appendix G
Self-Evaluation Report

The Self-Evaluation Report is required for all agencies undergoing accreditation or reaccreditation. It must be submitted to ACA six weeks prior to your audit. If you would like to receive this document electronically, or if you have any questions, please contact your regional manager.

Agency/Facility
City/State

I certify that this agency has achieved 100 percent compliance with all applicable mandatory standards and at least 90 percent compliance with nonmandatory standards.

Name _____
 Title _____
 Date _____

Compliance Tally

	MANDATORY	NON-MANDATORY
Number of Standards in Manual		
Number Not Applicable		
Number Applicable		
Number in Noncompliance		
Number in Compliance		
Percentage (%) of Compliance		
<ul style="list-style-type: none"> Number of Standards <i>minus</i> Number of Not Applicable <i>equals</i> Number Applicable Number Applicable <i>minus</i> Number in Noncompliance <i>equals</i> Number in Compliance Number in Compliance <i>divided by</i> Number Applicable <i>equals</i> Percentage of Compliance 		

Noncompliant Standards

	Standard #	Reason for Noncompliance
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Not Applicable Standards

	Standard #	Reason for Nonapplicability
1		
2		
3		
4		
5		
6		
7		
8		
9		
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2010 ACA Standards Supplement Errata

Adult Correctional Institutions (ACI), 4th Edition

4-4006 Revised August 2008.

4-4007 Deleted August 2008.

4-4022 Deleted August 2008.

4-4212 This standard is MANDATORY.

4-4224 This standard is MANDATORY.

4-4385 Deleted January 2008.

4-4480 Revised August 2009. Written policy, procedure, and practice provide incentives for educational and/or vocational participation and formal recognition of specific accomplishments.

COMMENT: Recognition of academic and vocational achievements, such as certification or graduation, is helpful to inmates and provides general support for educational programs. Incentives may include pay, access to preferred jobs and/or educational programs, or other special privileges.

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
A. CUSTODY OPERATIONS									
Permanent (Contracted) Housing Capacity Inmate Count									
Authorized Beds						0	PIT	0	
Beginning Count						0	PIT	0	
Inmates Received						0	PIT	0	
Inmates Departed						0	PIT	0	
Unoccupiable beds due to "Redlined"						0	PIT	0	
Ending Count (Filled Beds)			0	0	0	0	PIT	0	
Vacant Beds			0	0	0	0	PIT	0	
% Occupied			0%	0%	0%	0%	PIT	0%	
% of CA Inmates in the Facility						0%	PIT	0%	
Inmate Placement Score Level - General Pop									
Level I						0	PIT	0	
Level II						0	PIT	0	
Level III						0	PIT	0	
Level IV - Approved Override						0	PIT	0	
Level IV - Awaiting Return to California						0	PIT	0	
TOTALS - Must Match Ending Count			0	0	0	0	PIT	0	
Inmate Custody Level - General Population									
Maximum Custody (should match Ad Seg Pop)						0	PIT	0	
Close Custody						0	PIT	0	
Medium Custody						0	PIT	0	
Minimum Custody - Awaiting Return to California						0	PIT	0	
TOTALS - Must Match Ending Count			0	0	0	0	PIT	0	
Inmate Age Group									
18 to 25						0	PIT	0	
26 to 35						0	PIT	0	
36 to 39						0	PIT	0	
40 to 69						0	PIT	0	
70 and Over						0	PIT	0	
TOTALS - Must Match Ending Count			0	0	0	0	PIT	0	
Inmate Transfers									
Inmates Received @ Facility (Should match line 6)						0	S	0	
Inmates Returned for Parole Processing						0	S	0	
Inmates Returned for Placement Rejection						0	S	0	
Inmates Returned for Disciplinary						0	S	0	
Inmates Returned for Medical Treatment						0	S	0	
Inmates Returned for Mental Health Treatment						0	S	0	
Inmates Returned for Other Reasons (court, criteria, etc)						0	S	0	
Inmates Transferred to another CBU Facility						0	S	0	
TOTALS - Must Match Inmates Departed			0	0	0	0	S	0	
Administrative Segregation									
New ASU Placements						0	PIT	0	
Inmates Currently Serving SHU Term						0	PIT	0	
Pending Disciplinary						0	PIT	0	
Pending Investigation						0	PIT	0	
Pending Endorsement						0	PIT	0	
Inmates Currently on "LAYOVER"						0	PIT	0	
Inmates Pending Transfer			0	0	0	0	PIT	0	
Average Length of Stay						0	PIT	0	
Actual Population (should match Max. Custody)			0	0	0	0	PIT	0	
General Population Yard Endorsed						0	PIT	0	
Sensitive Needs Yard Endorsed						0	PIT	0	

O/S

O/S

O/S

Transportation Dept

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
Security Housing Unit Endorsed						0	PIT	0	
American with Disabilities Act - Actual Population						0	PIT	0	
Single Cell Inmates			0	0	0	0	PIT	0	
With S-Suffix						0	PIT	0	
Without S-Suffix						0	PIT	0	
INMATE DISCIPLINARIES (115's) RVR's									
Conduct						0	S	0	
Batteries on Staff (should match #'s below)						0	S	0	
Batteries on Inmates (should match #'s below)						0	S	0	
Stimulants, Sedatives, and Alcohol						0	S	0	
Misc. Contraband (tobacco, cell phones, etc.)						0	S	0	
Other (list under Comments)						0	S	0	
TOTALS			0	0	0	0	S	0	
Total Percent - RVR's vs Pop			0%	0%	0%	0%	PIT	0%	
Serious 115's Lost to time constraints (Update previous months for completed RVR's.)						0	S	0	
CONTROLLED SUBSTANCE INVOLVED/U.A. (115's)									
Methamphetamine						0	S	0	
Marijuana						0	S	0	
Heroin						0	S	0	
Cocaine						0	S	0	
Drug Paraphernalia/Other						0	S	0	
Number of Random Drug Test Performed						0	S	0	
Number of Positive Results						0	S	0	
Number of Refusals - RVR Issued						0	S	0	
BATTERY (115's)									
BATTERY on STAFF (should match #'s above)			0	0	0	0	S	0	
With Weapon						0	S	0	
Without Weapon						0	S	0	
BATTERY on INMATE (should match #'s above)			0	0	0	0	S	0	
With Weapon						0	S	0	
Without Weapon						0	S	0	
MEDICAL (115's)									
Attempted Suicide						0	S	0	
Suicide						0	S	0	
Natural Death						0	S	0	
Homicide						0	S	0	
Accidental						0	S	0	
INDECENT EXPOSURE (115's)									
Total number of incidents - 1st time and repeat offenders						0	S	0	
Number of D.A. Referrals for Indecent Exposures Only						0	S	0	
Total number of victims						0	S	0	
Total number of documented mental health referrals						0	S	0	
OTHER (115's)									
Cell and Dayroom Extractions						0	S	0	
Escapes						0	S	0	
Melee/Riot						0	S	0	
Fighting						0	S	0	
Possession of a Weapon						0	S	0	
Resisting Staff						0	S	0	
Threatening Staff						0	S	0	
Miscellaneous (Specify in comment section)						0	S	0	
Number of D.A. Referrals						0	S	0	
Departmental Executive Use of Force Review									
TYPE OF FORCE (115's)									
1. OC, Inflammatory Agent						0	S	0	
2. OC/CS Defense Spray						0	S	0	

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
2. Physical Force						0	S	0	
3. Baton						0	S	0	
4. CN						0	S	0	
5. 37 mm/40 mm						0	S	0	
6. CS						0	S	0	
7. Pepperball						0	S	0	
8. 37mm						0	S	0	
9. 38						0	S	0	
10. Shotgun						0	S	0	
11. Electronic Restraint Device (Stun Shield)						0	S	0	
12. Other (list under Comments)						0	S	0	
INCIDENT REPORTS (CDC 837 Reports)									
Number of Incidents						0	S	0	
Total Percent - 837's vs Pop			0%	0%	0%	0%	PIT	0%	
Number of Voided Incident Reports						0	S	0	
Total Number Documenting Use of Force						0	S	0	
Total Percent - UOF vs Pop			0%	0%	0%	0%	PIT	0%	
CONTROLLED SUBSTANCE INVOLVED/U.A. (837)									
Methamphetamine						0	S	0	
Marijuana						0	S	0	
Heroin						0	S	0	
Cocaine						0	S	0	
Drug Paraphernalia/Other						0	S	0	
Number of Random Drug Test Performed						0	S	0	
Number of Positive Results						0	S	0	
Number of Refusals						0	S	0	
BATTERY (837)									
BATTERY on STAFF			0	0	0	0	S	0	
With Weapon						0	S	0	
Without Weapon						0	S	0	
BATTERY on INMATE			0	0	0	0	S	0	
With Weapon						0	S	0	
Without Weapon						0	S	0	
MEDICAL (837)									
Attempted Suicide						0	S	0	
Suicide						0	S	0	
Natural Death						0	S	0	
Homicide						0	S	0	
Accidental						0	S	0	
INDECENT EXPOSURE (837)									
Total number of incidents - 1st time and repeat offenders						0	S	0	
Number of D.A. Referrals for Indecent Exposures Only						0	S	0	
Total number of victims						0	S	0	
Total number of documented mental health referrals						0	S	0	
OTHER (837)									
Cell and Dayroom Extractions						0	S	0	
Escapes						0	S	0	
Melee/Riot						0	S	0	
Fighting						0	S	0	
Possession of a Weapon						0	S	0	
Resisting Staff						0	S	0	
Threatening Staff						0	S	0	
Miscellaneous (Specify in comment section)						0	S	0	
Number of D.A. Referrals						0	S	0	
Departmental Executive Use of Force Review									
TYPE OF FORCE (837)									
1. OC, Inflammatory Agent						0	S	0	

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
2. OC/CS Defense Spray						0	S	0	
2. Physical Force						0	S	0	
3. Baton						0	S	0	
4. CN						0	S	0	
5. 37 mm/40 mm						0	S	0	
6. CS						0	S	0	
7. Pepperball						0	S	0	
8. 37mm						0	S	0	
9. 38						0	S	0	
10. Shotgun						0	S	0	
11. Electronic Restraint Device (Stun Shield)						0	S	0	
12. Other (list under Comments)						0	S	0	
Lockdown/Modified Program									
# of Program Status Reports Initiated						0	S	0	
# of Program Status Reports Closed						0	S	0	
# of Program Status Reports Open						0	PIT	0	
Total # of Days on Lockdown/Modified Program (Partial and Full) <i>During the Month</i>						0	S	0	
B. PROGRAMS									
Education - Traditional Acad. Ed. Programs (1:27 ratio) IM									
Ed Assignment - ESL									
Total Available Full-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Available Half-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Inmates on Waiting List						0	PIT	0	
Total Inmate Capacity			0	0	0	0	PIT	0	
Total Inmate Enrollment			0	0	0	0	PIT	0	
% of Total Capacity Enrolled			0%	0%	0%	0%	PIT	0%	
Total Hours X-Time (total hrs Im attends)						0.00	S	0	
Total Hours S-Time (hrs. Im unable to attend)			0.00	0.00	0.00	0.00	S	0	
Total S-Time Custody (Hrs. Im unable to attend due to lockdowns, modified prog., weather, etc.)						0.00	S	0	
Total S-Time Ed. (Hrs. Im unable to attend due to class suspension, teacher vacancy, absence, training, etc.)						0.00	S	0	
Average Reading Level of Inmates						0	PIT	0	
Inmate Education Assignments - ABE I & II									
Total Available Full-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Available Half-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Inmates on Waiting List						0	PIT	0	
Total Inmate Capacity			0	0	0	0	PIT	0	
Total Inmate Enrollment			0	0	0	0	PIT	0	
% of Total Capacity Enrolled			0%	0%	0%	0%	PIT	0%	
Total Hours X-Time (total hrs Im attends)						0.00	S	0	
Total Hours S-Time (hrs. Im unable to attend)			0.00	0.00	0.00	0.00	S	0	
Total S-Time Custody (Hrs. Im unable to attend due to lockdowns, modified prog., weather, etc.)						0.00	S	0	
Total S-Time Ed. (Hrs. Im unable to attend due to class suspension, teacher vacancy, absence, training, etc.)						0.00	S	0	
Average Reading Level of Inmates						0	PIT	0	
Inmate Education Assignments - GED, ABE III									
Total Available Full-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
Total Available Half-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Inmates on Waiting List						0	PIT	0	
Total Inmate Capacity			0	0	0	0	PIT	0	
Total Inmate Enrollment			0	0	0	0	PIT	0	
% of Total Capacity Enrolled			0%	0%	0%	0%	PIT	0%	
Total Hours X-Time (total hrs Im attends)						0.00	S	0	
Total Hours S-Time (hrs. Im unable to attend)			0.00	0.00	0.00	0.00	S	0	
Total S-Time Custody (Hrs. Im unable to attend due to lockdowns, modified prog., weather, etc.)						0.00	S	0	
Total S-Time Ed. (Hrs. Im unable to attend due to class suspension, teacher vacancy, absence, training, etc.)						0.00	S	0	
Number of Program Completions (GED, HS)						0	S	0	
Average Reading Level of Inmates						0	PIT	0	
Inmate Education Assignments - Mexican Ed									
Total Available Full-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Available Half-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Inmates on Waiting List						0	PIT	0	
Total Inmate Capacity			0	0	0	0	PIT	0	
Total Inmate Enrollment			0	0	0	0	PIT	0	
% of Total Capacity Enrolled			0%	0%	0%	0%	PIT	0%	
Total Hours X-Time (total hrs Im attends)						0.00	S	0	
Total Hours S-Time (hrs. Im unable to attend)			0.00	0.00	0.00	0.00	S	0	
Total S-Time Custody (Hrs. Im unable to attend due to lockdowns, modified prog., weather, etc.)						0.00	S	0	
Total S-Time Ed. (Hrs. Im unable to attend due to class suspension, teacher vacancy, absence, training, etc.)						0.00	S	0	
Number of Program Completions						0	S	0	
Average Reading Level of Inmates						0	PIT	0	
Alternative Education Models									
Total Number Independent Study Students						0	PIT	0	Independent Studies: Psychology, Counseling, Business and Business Management, Spanish Philosophy, Humanity, Paralegal, English Literature
Total Number Distance Learning Students						0	PIT	0	
College Programs									
Actual Inmate Enrollment						0	PIT	0	
Total Completions						0	PIT	0	
Inmate Vocational Assignments / Programs									
Total Available Full-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Available Half-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Inmates on Waiting List						0	PIT	0	
Total Inmate Capacity			0	0	0	0	PIT	0	
Total Inmate Enrollment			0	0	0	0	PIT	0	
% of Total Capacity Enrolled			0%	0%	0%	0%	PIT	0%	
Total X-Time						0.00	S	0	
Total Hours S-Time (hrs. Im unable to attend)			0.00	0.00	0.00	0.00	S	0	
Total S-Time Custody						0.00	S	0	
Total S-Time Education						0	S	0	
Number of Program Completions (Certificates earned)						0	S	0	
Education / Vocational Program Totals									
Total Inmates with only 1 Half Time Assignment						0	PIT	0	

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
Total Inmate Capacity			0	0	0	0	PIT	0	
Actual Inmate Enrollment			0	0	0	0	PIT	0	
Residential Drug Addiction Treatment Program (RDAP)									
RDAP Program Slots						0	PIT	0	
RDAP Slots Filled						0	PIT	0	
% of RDAP Slots Filled			0%	0%	0%	0%	PIT	0%	
Total Inmates on Waiting List						0	PIT	0	
Number of Program Completions						0	PIT	0	
Inmate Work Assignments									
Total Available Full-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Available Half-Time Assignments						0	PIT	0	
Total Inmates Assigned						0	PIT	0	
Total Inmates on Waiting List						0	PIT	0	
Total Available Assignments			0	0	0	0	PIT	0	
Total Inmate Assigned			0	0	0	0	PIT	0	
% of Total Capacity Enrolled (# enrolled/1m capacity)			0%	0%	0%	0%	PIT	0%	
Total Inmates with only 1 Half Time Assignment						0	PIT	0	
Total Inmate Program Participation									
TOTAL POPULATION (as shown above)			0	0	0	0	PIT	0	
Total Assigned Inmates						0	PIT	0	
Total Ineligible Inmates									
Total Eligible but unassigned Inmates			0	0	0	0	PIT	0	
% of Unassigned Inmates			0%	0%	0%				
Self Help Groups									
Alcoholics Anonymous									
Total Number of Meetings						0	PIT	0	
Average Number of Inmate Attendees						0	PIT	0	
Narcotics Anonymous									
Total Number of Meetings						0	PIT	0	
Average Number of Inmate Attendees						0	PIT	0	
Other (Veteran's, Parenting, Anger Mgmt, Etc.)									
Total Number of Meetings						0	PIT	0	
Average Number of Inmate Attendees						0	PIT	0	
Religious Services									
Average # of Services Per Week									
Catholic						0	PIT	0	
Jewish						0	PIT	0	
Muslim						0	PIT	0	
Native American						0	PIT	0	
Protestant						0	PIT	0	
Other (list under Comments)						0	PIT	0	Buddist, Asatru, LDS, Jehovah's Witness, Unitarian, Messianic
Average # of Inmates Attending Per Service									
Catholic						0	PIT	0	
Jewish						0	PIT	0	
Muslim						0	PIT	0	
Native American						0	PIT	0	
Protestant						0	PIT	0	
Other						0	PIT	0	
C. ADMINISTRATION									
Personnel Vacancies - CDCR Dedicated Only									
Custody									
Authorized Positions						0	PIT	0	
Personnel Staffing effective first day of the Month						0	PIT	0	

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
Personnel Staffing effective last day of the Month						0	PIT	0	
Total Number of Vacancies			0	0	0	0	PIT	0	
Vacancy Rate			0%	0%	0%	0%	PIT	0%	
# of shifts run without full custody staffing						0	S	0	
Education Positions									
Authorized Positions						0	PIT	0	
Personnel Staffing eff. 1st day of the Month						0	PIT	0	
Personnel Staffing eff. last day of the Month						0	PIT	0	
Total Number of Vacancies			0	0	0	0	PIT	0	
Vacancy Rate			0%	0%	0%	0%	PIT	0%	
Medical Positions									
Authorized Positions						0	PIT	0	
Personnel Staffing effective first day of the Month						0	PIT	0	
Personnel Staffing effective last day of the Month						0	PIT	0	
Total Number of Vacancies			0	0	0	0	PIT	0	
Vacancy Rate			0%	0%	0%	0%	PIT	0%	
Support Staff									
Authorized Positions						0	PIT	0	
Personnel Staffing effective first day of the Month						0	PIT	0	
Personnel Staffing effective last day of the Month						0	PIT	0	
Total Number of Vacancies			0	0	0	0	PIT	0	
Vacancy Rate			0%	0%	0%	0%	PIT	0%	
Management									
Authorized Positions						0	PIT	0	
Personnel Staffing effective first day of the Month						0	PIT	0	
Personnel Staffing effective last day of the Month						0	PIT	0	
Total Number of Vacancies			0	0	0	0	PIT	0	
Vacancy Rate			0%	0%	0%	0%	PIT	0%	
TOTAL ADMINISTRATIVE STAFF			0	0	0	0	PIT	0	
Adverse Actions - Problem Solving Notices (PSN's)									
Over familiarity						0	S	0	
Prisoner Mistreatment						0	S	0	
Inefficiency						0	S	0	
Misc						0	S	0	
Total			0	0	0	0	S	0	
% to Total Staff			0%	0%	0%	0%	PIT	0%	
Dismissals						0	S	0	
SORT									
Allotted Positions						0	PIT	0	
Positions filled						0	PIT	0	
% of Positions Filled			0%	0%	0%	0%	PIT	0%	
Minimum SORT staffing on Watch						0	PIT	0	
First Shift						0	PIT	0	
Second Shift						0	PIT	0	
Third Shift						0	PIT	0	
Formal Training Hours						0	S	0	
Formal Training Drills						0	S	0	
Inmate Welfare Fund									Per Chief Deputy Warden - very IMPORTANT this be completed and as accurate as possible.
STARTING BALANCE:						\$0.00	PIT	\$0.00	
DEPOSITS:									MUST COMPLETE BOTH INMATE WELFARE TABS BELOW: Inmate Welfare Worksheet AND Inmate Welfare Tracking
Total Monthly Canteen Sales:						\$0.00	S	\$0.00	
Total Monthly Non-Canteen Sales:						\$0.00	S	\$0.00	
Total Sales Revenue: (Total Canteen Sales + Total Non-Canteen Sales)			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	

(NAME OF FACILITY)	2nd Quarter 2015 PIT/S	2nd Quarter 2015 Avg	JUL	AUG	SEP	3rd Quarter 2015 Sum/Point In Time		Average	"COMMENTS"
Total Monthly Non-Commissary Deposits:						\$0.00	S	\$0.00	
Total Monthly Rebates:						\$0.00	S	\$0.00	
Total Monthly Commissions:						\$0.00	S	\$0.00	
EXPENDITURES:									
Inmate Benefits:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	FORMULA DRIVEN FROM THE <i>Inmate Welfare Worksheet</i>
Canteen:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Handicraft:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Photo Project:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Administration:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Staff Benefits:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Inmate Pay:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Miscellaneous Operating Expenses:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	MUST BE EXPLAINED ON THE <i>Inmate Welfare Worksheet</i>
Subtotal:			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Tax %:						0%	PIT	0%	
Total Sales Tax: (Tax % * (Canteen Items + Inmate Benefits))			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Total IWF Expenditures: (Subtotal+ Total Sales Tax)			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Total Sales to California Inmates:						\$0.00	S	\$0.00	
% of Sales sold to California Inmates: (Total Sales to California Inmates * 100 / Total Sales Revenue)			0%	0%	0%	0.00%	PIT	0.00%	
Gross Sales Profit: (Total Sales Revenue – Total Operating Expense)			\$0.00	\$0.00	\$0.00	\$0.00	S	\$0.00	
Gross Sales Margin %: (Total Sales Revenue – Operating Expense / Total Sales Revenue)			0%	0%	0%	0%	PIT	0%	
ENDING BALANCE: (Starting Balance + Total Sales Revenue + Non-Commissary Deposits + Monthly Rebates and Commissions - Total IWF Expenditures)			\$0.00	\$0.00	\$0.00	\$0.00	PIT	\$0.00	

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 through B-5 Rate Sheet, and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.
- c. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

1) To submit invoices for all Headquarters contracts (DAPO, DAI, DRP, Legal, Office of Offender Services, etc):

California Department of Corrections and Rehabilitation (CDCR)
Sacramento Accounting Office
Attention: **Accounts Payable A**
P.O. Box 187015
Sacramento, CA 95818-7015

For electronic submission, send invoices to:
APACContractInvoice@cdcr.ca.gov

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

CDCR California Out of State Correctional Facilities

Maximum Per Diem for FY 2015/16* January 1, 2016 to June 30, 2016	\$76,493,890.20
Maximum Per Diem for FY 2016/17* July 1, 2016 to June 30, 2017	\$153,895,042.52
Maximum Per Diem for FY 2017/18* July 1, 2017 to June 30, 2018	\$154,877,045.82
Maximum Per Diem for FY 2018/19* July 1, 2018 to June 30, 2019	\$155,859,049.12
TOTAL for FY 15/16, 16/17, 17/18, 18/19	\$541,125,027.66

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF) **	\$60.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

**The Per Diem for TCCF will increase by \$1.00 every January 1st starting January 1, 2017 thru January 1, 2019.

CDCR California Out of State Correctional Facilities

January 1, 2016 – June 30, 2016

Maximum Average Daily Population*		Average Daily Per Diem*		# of Days from 1/1/16 – 6/30/16	Maximum Annual Per Diem Amount
6562	X	\$64.05	X	182	\$76,493,890.20

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$60.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

CDCR California Out of State Correctional Facilities

July 1, 2016 – December 31, 2016

Maximum Average Daily Population*		Average Daily Per Diem		# of Days from 7/1/16 – 12/31/16	Maximum Per Diem Amount
6562	X	\$64.05	X	184	\$77,334,482.40

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$60.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

January 1, 2017 – June 30, 2017

Maximum Average Daily Population*		Average Daily Per Diem		# of Days from 1/1/17 – 6/30/17	Maximum Per Diem Amount
6562	X	\$64.46	X	181	\$76,560,560.12

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$61.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

The maximum amount of the contract for FY 16/17 is: \$153,895,042.52.

CDCR California Out of State Correctional Facilities

July 1, 2017 – December 31, 2017

Maximum Average Daily Population*		Average Daily Per Diem		# of Days from 7/1/17 – 12/31/17	Maximum Per Diem Amount
6562	X	\$64.46	X	184	\$77,829,519.68

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$61.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

January 1, 2018 – June 30, 2018

Maximum Average Daily Population*		Average Daily Per Diem		# of Days from 1/1/18 – 6/30/18	Maximum Per Diem Amount
6562	X	\$64.87	X	184	\$77,047,526.14

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$62.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

The maximum amount of the contract for FY 17/18 is: \$154,877,045.82.

CDCR California Out of State Correctional Facilities

July 1, 2018 – December 31, 2018

Maximum Average Daily Population*		Average Daily Per Diem		# of Days from 7/1/18 – 12/31/18	Maximum Per Diem Amount
6562	X	\$64.87	X	184	\$78,324,556.96

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$62.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

January 1, 2019 – June 30, 2019

Maximum Average Daily Population*		Average Daily Per Diem		# of Days from 1/1/19 – 6/30/19	Maximum Per Diem Amount
6562	X	\$65.28	X	181	\$77,534,492.16

*Maximum Per Diem is based on the agreed upon contract bed usage. CDCR payment will be based on actual occupancy.

<u>PROPOSED FACILITIES</u>	<u>PER DIEM</u>
La Palma Correctional Center (LPCC)	\$67.34
Tallahatchie County Correctional Facility (TCCF)	\$63.00
Florence Correctional Center (FCC)	\$67.34
North Fork Correctional Facility (NFCF)	\$61.00

The maximum amount of the contract for FY 18/19 is: \$155,859,049.12.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Out of State Housing

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
 - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR

§164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

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ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
 - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
 - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

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ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Corrections Corporation of America
10 Burton Hills Boulevard, Nashville, TN, 37215

Telephone: 615-263-3290

Facsimile: 615-263-3100

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842

Facsimile: (916) 327-0545

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 Pages

AGREEMENT NUMBER

5600000770

AMENDMENT NUMBER

6

REGISTRATION NUMBER

eP 1046444

C07.247-6

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
- CONTRACTOR'S NAME
Corrections Corporation of America
2. The term of this Agreement is January 7, 2008 through June 30, 2016
3. The maximum amount of this Agreement after this amendment is: \$1,818,598,652.00
One Billion Eight Hundred Eighteen Million Five Hundred Ninety Eight Thousand Six Hundred Fifty Two Dollars and No Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- This Agreement is entered into under the authority of the Three Judge Panel Court Order for the purposes of prison capacity reduction.**

Effective upon approval, Agreement Number 5600000770, approved on January 7, 2008, amended on April 30, 2008, amended on December 23, 2009, amended on March 11, 2011, amended on December 31, 2012, and amended on June 26, 2013 for Out of State Housing, is hereby amended.

The following is now incorporated herein:

1. Exhibit F, Business Associates Agreement (HIPAA), Amendment 6, is made a part of this Agreement and attached hereto.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Corrections Corporation of America		I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval. Exempt from DGS approval per Three Judge Panel Court Order.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/29/15		
PRINTED NAME AND TITLE OF PERSON SIGNING Natasha K. Metcalf, Vice President, Partnership Development			
ADDRESS 10 Burton Hills Boulevard Nashville, TN 37215			
STATE OF CALIFORNIA		By: 	
AGENCY NAME California Department of Corrections and Rehabilitation		Date: 9-30-15	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9-30-15	<input type="checkbox"/> Exempt per:	
PRINTED NAME AND TITLE OF PERSON SIGNING Arlene Sakazaki, Associate Director, Office of Business Services			
ADDRESS 9838 Old Placerville Rd., Suite B-2, Sacramento, CA 95827			

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Out of State Housing

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
 - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR

§164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

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ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
 - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
 - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

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ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Corrections Corporation of America
10 Burton Hills Boulevard, Nashville, TN, 37215

Telephone: 615-263-3290

Facsimile: 615-263-3100

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842

Facsimile: (916) 327-0545

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 68 Pages
 (C07.247)

AGREEMENT NUMBER 5600000770	AMENDMENT NUMBER 5
REGISTRATION NUMBER eP 1046444	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
 CONTRACTOR'S NAME
Corrections Corporation of America
2. The term of this Agreement is January 7, 2008 through June 30, 2016
3. The maximum amount of this Agreement after this amendment is: \$1,818,598,652.00
One Billion Eight Hundred Eighteen Million Five Hundred Ninety Eight Thousand Six Hundred Fifty Two and No Cents.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A.) The Term of this Agreement is extended through June 30, 2016, effective June 29, 2013.
 - B.) The amount if this Agreement is increased by \$637,936,751.00, for a total contract amount not to exceed \$1,818,598,652.00.
 - C.) Exhibit A, Scope of Work is replaced in its entirety and attached hereto.
 - D.) Attachment C, Distribution of Inmate Death Reports, is attached hereto and made part of this Agreement.
 - E.) Attachment D, Program Participation Chart, is attached hereto and made part of this Agreement.
 - F.) Attachment E, CCA Authorized Weapons and Accessories for CDCR Contract, is attached hereto and made part of this Agreement.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Corrections Corporation of America</u>		Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6-21-13</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Lucibeth Mayberry, Vice President, Deputy Chief Development Officer</u>			
ADDRESS <u>10 Burton Hills Boulevard Nashville, TN 37215</u>		I hereby certify that all conditions for exemption have been compiled with and that this contract is exempt from the Department of General Services (DGS) Approval.	
STATE OF CALIFORNIA			
AGENCY NAME <u>California Department of Corrections and Rehabilitation</u>			
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6/26/13</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Debra L. Smith, Chief, Contracts Management Branch</u>		By: 	
ADDRESS <u>9838 Old Placerville Rd, Suite B-2, Sacramento, CA 95827</u>		Date: <u>6/26/13</u>	
		<input type="checkbox"/> Exempt per:	

**OFFENDER RELOCATION/HOUSING
AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
CORRECTIONS CORPORATION OF AMERICA**

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and The Corrections Corporation of America (CCA), 10 Burton Hills Blvd., Nashville, Tennessee, 37215 (hereinafter "**CONTRACTOR**"). Exhibit A, Scope of Work of this contract amendment replaces and supersedes Exhibit A, Scope of Work of Contract # C07.247, Amendment #4.

WHEREAS, the STATE requires correctional bed space and services for STATE offenders due to continuing in-state crowding issues and has the lawful authority to enter into this Contract.

WHEREAS, the CONTRACTOR operates or has access to correctional facilities in the states of Arizona, Mississippi, and Oklahoma deemed suitable by CDCR for the housing and care of CDCR offenders (the "Facility") and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Article I.

DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the CONTRACTOR because of changes in American Correctional Association (ACA) Standards, state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the facility.

CCR Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

CDCR Contract Monitor – The designated representative of the CDCR or his/her designee/delegate serving as liaison between CDCR and the CONTRACTOR and who monitors the CONTRACTOR's performance under this Agreement. This shall also apply to any monitor on behalf of the federally appointed receiver's office in the federal case of *Plata v. Brown* monitoring health care.

COCF – means the California Out-of-State Correctional Facility Program.

Coleman – refers to the Federal Court case of *Coleman v. Brown*, pertaining to care of mentally ill inmates through the mental health services delivery system.

Contract – means this Agreement, or where referenced the prior Agreement between the parties hereto.

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

Critical positions - means those positions that are filled by a specific individual. Staff members are hired into the facility to fill a specific role, unlike a correctional officer that is trained and may fill a variety of posts. If these positions are not filled on the 61st day of vacancy the CONTRACTOR may be assessed an amount equal to the salary and benefits for such position beginning on the 61st day for as long as the position is vacant.

Court with Jurisdiction – is any court which has jurisdiction over the transfer of offenders pursuant to this agreement; including but not limited to, the courts in *Coleman v. Brown* (U.S. District Court, Eastern District of California, Case No. CIV S-90-0520), *Perez v. Cate* (U.S. District Court, Northern District of California, Case No. C055241 JSW), *Armstrong v. Brown* (U.S. District Court, Northern District of California, Case No. C94-2397 CW), and *Plata v. Brown* (U.S. District Court, Northern District of California, Case No. C01-1351 TEH).

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day, unless otherwise defined, in this Agreement. If the last day falls on a weekend or holiday, the last day for performance shall be the next regular business day.

DOM – means the CDCR Departmental Operations Manual.

Facility – means the correctional institutions operated by the CONTRACTOR in the states of Arizona, Mississippi, and Oklahoma, known as the Tallahatchie Correctional Facility, North Fork Correctional Facility, Red Rock Correctional Center, and La Palma Correctional Center, and any other CONTRACTOR facilities added by mutual agreement pursuant to Section 3.01.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – means an offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

In-patient Care – means care received in a free standing, non-correctional hospital on an in-patient basis, including any and all physician or consulting professional services provided to the offender in the hospital.

Lockdown – means that a portion of the facility is affected by suspension of required programs or services, and offenders are not released, except as determined by the facility administration on an individual, case-by-case basis. Under such circumstances only critical inmate workers in the affected housing units/sub-facilities will be permitted to attend work assignments under escort, and all but essential functions are suspended in those affected housing units or sub-facilities, e.g. yard, canteen draws, religious services and visiting.

The restriction of all inmates to their cells/dormitory beds encompassing no less than a Facility. True lockdowns are rare occasions, generally following very serious threats to institutional security and the safety of staff and inmates. The movement of any inmate to an assignment or resumption of any program would change the lockdown status of the program, returning the institution/facility to a diminished level of modified program or to normal program.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Mandatory posts – means those posts that will be filled each shift as delineated. A post is an assignment or area to be covered by a staff person, and does not have to be designated to a specific staff member.

Modified Program – The suspension of any operation, procedure, service or function to prevent, isolate, contain, or control a disruption of orderly operations, caused by an inmate initiated disturbance, natural disaster, or external stimulus. The modified program definition encompasses any restrictions or modifications which do not constitute a lockdown. The term “partial lockdown” is contained within the modified program definition and should no longer be used.

Note: The routine and temporary restrictions on inmate movement or yard activities during alarm response and/or immediately following an accident are not considered a program modification.

National Commission on Correctional Health Care Standards (NCCHC) – those standards of health care services as defined and established by the National Commission on Correctional Health Care in the 2003 Edition of Standards for Health Services in State Prisons.

Offender – means any adult male person incarcerated pursuant to applicable California laws, and assigned to the Facility for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional standards, CDCR regulations made applicable to the Facility by this Agreement.

Title 15 – means Title 15 of the California Code of Regulations, “Crime Prevention and Corrections” including all subsequent amendments thereto.

UHR – means Unit Health Record.

Warden – means the Administrative Head who manages operations at the Facility.

Article II

TERM OF THE AGREEMENT

Section 2.01 Option to Extend Term.

The parties agree that should they desire to extend the term of this agreement they shall notify one another of their desire to so extend the term not less than 180 days prior to the expiration of the initial term. The provisions of this Contract, as amended if so amended during that time, shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date.

Section 2.02 Termination for Non-Appropriation.

Notwithstanding anything set forth in the provisions of Article VIII, DEFAULT AND TERMINATION, it is understood and agreed that the State is a government entity and that the State reserves the right to terminate this Contract if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the CONTRACTOR is a responsible bidder before an award of future Agreements can be made.

Section 2.04 Contacts.

State Contacts:

Contract Monitor:

Brian Coates
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916)464-4001

Contract Beds Unit (CBU):

10961 Sun Center Drive
Rancho Cordova, CA 95670
(916) 464-5130 - Main Fax
(916) 464-3766 - Records Fax
(916) 464-3768 - Field Operations Fax
(916) 464-3769 – Medical

Healthcare Contract Monitor:

John Dovey
Deputy Director
Field Operations, Corrections Services
California Prison Health Care Services
8280 Longleaf Dr. D3-723
Elk Grove, CA 95758
(916) 691-4928

Douglas Peterson
Chief Medical Officer
9260 Laguna Springs Dr. E2-308
Elk Grove, CA 95758
(916) 691-9574

Karen Rea
Statewide Chief Nurse Executive
California Prison Health Care Services
(916) 691-9927

Mental Health Coordinator:

Dr. Robert Smith
(916) 508-1727

Dental Liaison for COCF

Bryan Quattlebaum, DDS
(916) 445-4425
501 J Street, Suite 400 Sacramento, CA 95814

Escape/Incident Reporting (I.D./Warrants):

Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038.

Scope of Work

Restitution/Victim Services Unit:

Department of Corrections & Rehabilitation
P.O. Box 1046
Folsom, CA 95763-1046

Office of Communications:

Deborah Hoffman
1515 S Street, Suite 502-S
Sacramento, CA 95814
Phone: (916) 323-4505
Fax: (916) 442-2637

Office of Correctional Safety:

Anthony Chaus, Chief
(916) 324-2316
Robert Ambroselli, Deputy Chief
(916) 327-4456

CONTRACTOR Contacts:

Company Representative

Lucibeth Mayberry
Vice President, Deputy Chief Development Officer
10 Burton Hills Boulevard, Nashville, TN 37215

Tallahatchie Correctional Facility

415 US Highway 49N
Tutwiler, MS 38963
(662)-345-6567
Warden Fred Figueroa

North Fork Correctional Facility

1605 East Main
Sayre, OK 73662
(580)-928-8200
Warden Anastacio Perez

La Palma Correctional Center

5501 North La Palma Road
Eloy, AZ 85231
(520) 464-3200
Warden James Macdonald

Red Rock Correctional Center

1750 East Arica Road
Eloy, AZ 85231
(520) 464-3800
Warden Bruno Stol

Article III

CDCR OFFENDERS

Section 3.01 Offender Housing.

The CONTRACTOR shall confine and supervise adult male CDCR Offenders that are transferred to the Facilities pursuant to the terms and conditions of this Agreement. CDCR Offenders shall only be housed in housing units consistent with the offenders' classification and security needs, subject to the prior written approval of the CDCR Contract Monitor or designee.

CONTRACTOR agrees to make available and CDCR agrees to utilize beds at the CONTRACTOR facilities (hereinafter collectively referred to as the "Facilities").

Provided, however, nothing herein shall prevent the CONTRACTOR and CDCR from mutually agreeing to reallocate beds among the Facilities, add additional CONTRACTOR facilities, delete CONTRACTOR facilities, and increase or decrease the total number of contracted beds as necessary to meet CDCR needs. Subject to mutual agreement, the CONTRACTOR may reallocate the CDCR population among the Facilities in such a manner as to improve the efficiency of the overall Facility operations. All such costs associated with such a reallocation among the Facilities shall be borne by the CONTRACTOR and subject to mutual agreement regarding the staffing levels necessary to support the reallocated populations. This provision shall not apply in the event that such vacancies are caused by an act of contract default on the part of the CONTRACTOR or in the event that CONTRACTOR has requested that such beds remain vacant.

CDCR minimum payment shall be based on actual occupancy.

Section 3.02 Selection and Placement Process.

The CDCR Offenders to be housed in the Facility shall be selected on the basis of compliance with all applicable state statutes or such other applicable laws or regulations of the state in which the Facility is located relating to the housing of out of state offenders as may apply, and in addition thereto, the following criteria and conditions:

3.02.1 CDCR and CONTRACTOR shall mutually agree on offenders to be housed by CONTRACTOR, and offenders shall be suitable for placement in the facility designated. In the event that CDCR requests that the CONTRACTOR accept Offenders with serious or significant mental health or serious or significant physical problems, included but not limited to physical disability, CDCR and the CONTRACTOR shall mutually agree to an appropriate plan of care for the population and the allocation of costs associated therewith. If the overall percentage of inmates in CONTRACTOR facilities requiring Hepatitis C treatment exceeds the overall percentage of offenders requiring Hepatitis C treatment in the CDCR system, CDCR agrees to pay the treatment costs for those offenders in excess of the percentage of offenders requiring Hepatitis C treatment in the CDCR system.

3.02.2 Offenders assigned to the Facility shall be males eighteen years of age or older.

3.02.3 CONTRACTOR may reject any offender found not to meet the receiving state's criteria or otherwise deemed by the CONTRACTOR, with CDCR's concurrence, to be unsuitable for assignment to a particular Facility. In the event the initially considered Facility is deemed unsuitable for a particular offender, the CONTRACTOR shall make all due effort to assign offenders to an alternate appropriate Facility under this Agreement.

Upon arrival of any CDCR Offender to the Facility, the CDCR shall provide to the Facility's Warden, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each CDCR Offender to be housed at the Facility. The CONTRACTOR shall assume any costs associated with a review of inmate central files to determine the impact to CDCR of the receiving state's statutory requirements. All CDCR Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws. The CONTRACTOR shall release information only in accordance with CDCR direction.

A duly authenticated copy of the CDCR Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a CDCR Offender arrives at the transfer point. After the Agreement is executed and CONTRACTOR becomes familiar with CDCR Offender files, the CONTRACTOR may make reasonable requests for additional papers or documents to be delivered to CONTRACTOR. CDCR understands that the safe and secure management of the Facility is dependent upon the CONTRACTOR's receipt of complete Offender files and shall not unreasonably withhold requested documents.

The CONTRACTOR will work collaboratively to implement any newly available Electronic Database Software, including but not limited to the Strategic Offender Management System (SOMS) to enhance operationally necessary transfer of information.

Section 3.03 Transfer/Delivery of Offenders.

At the request of CDCR, the CONTRACTOR shall be responsible for the transporting of offenders to and from CDCR to the Facility. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required offender local transportation to and from the Facility within a 150 mile radius (e.g., for offsite medical care both urgent or emergent and routine) shall also be provided and paid for by the CONTRACTOR. Upon the request of the CONTRACTOR and with prior written approval of the CDCR Contract Monitor, CONTRACTOR shall be entitled to transfer a CDCR Offender from one facility to another, provided the facility receiving the transferred CDCR Offender is operated by CONTRACTOR pursuant to an agreement between CDCR and CONTRACTOR or between CDCR and an entity with which CONTRACTOR has an operating contract. CONTRACTOR agrees to follow CDCR staffing requirements on any CCA provided transport.

Section 3.04 Costs of Transport of Offenders.

Except as otherwise provided below, CDCR shall reimburse CONTRACTOR for the cost of transporting offenders between the transfer point in California and Facility, and between Facility and transfer point in California as follows:

- A. Cost of airframe and crew ("charter costs") at actual cost. CONTRACTOR agrees to provide CDCR with the cost quote for any transfer and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with CONTRACTOR to obtain a replacement service provider to provide the same service at a rate acceptable to CDCR. If a better quote cannot be obtained through these efforts, CDCR shall determine a competitive alternate transportation provider.
- B. Costs of guarding to be reimbursed to CONTRACTOR at their cost of salary and fringe benefits for each guard accompanying the transportation of offenders. Salary and fringe benefits are defined for this section as actual salary plus 26% of salary in addition thereto to cover the fringe benefits. In addition, CONTRACTOR shall be entitled administrative overhead on said amounts calculated for guarding at a rate of 15% of the base salary. CONTRACTOR shall be reimbursed for mileage for ground transportation of offenders from

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the receiving State drop off point to the Facility at the rate then in effect and used by the Internal Revenue Service (IRS) for calculation of mileage.

- C. In the event CONTRACTOR requests the return of an offender to California, or the transfer of an offender to another CCA Facility, who otherwise meets the criteria of the receiving state and meets the criteria of the CDCR and has been placed in a facility with the initial Agreement of the CONTRACTOR, then in such event CONTRACTOR shall be responsible for the transportation and property costs associated with said return.
- D. Notwithstanding any other provisions of Section 3.04, CONTRACTOR shall be responsible for up to the first \$500,000 for the cost of transportation between California and all Arizona facilities annually.

Section 3.05 Offender Funds.

Funds of an individual CDCR Offender shall be provided to CONTRACTOR by CDCR within seven (7) working days of the CDCR Offender's transfer. These funds shall be held and managed pursuant to policies, procedures and practices, which shall be provided to CONTRACTOR prior to inmate arrival.

Section 3.06 Offender Work/Program Assignment Payment.

CONTRACTOR shall pay all inmates assigned to the work incentive program inmate wages equal to the amount paid to other inmates housed at the particular Facility at the time of transfer. Provided, however, CDCR shall inform CONTRACTOR of the applicable pay scales utilized by CDCR, and inform CONTRACTOR of any changes occurring thereto during the term of this agreement. CONTRACTOR will review the CDCR pay scale to ensure that it is in keeping with the Facility pay scales currently in place. In the event of a discrepancy, CONTRACTOR will make a recommendation to CDCR for a solution – recognizing the need to treat CDCR offenders housed out of state in a similar manner to CDCR offenders in state and taking into account CONTRACTOR's need for similar treatment for all jurisdictions in the facility. In the event CDCR offenders are housed in a facility with other jurisdictions where a pay scale discrepancy exists, CONTRACTOR will provide a report initially and annually.

Section 3.07 Return of Offenders to the CDCR.

- 3.07.1 Upon demand by the CDCR, offenders will be delivered to the custody of the CDCR pursuant to the terms as set forth in Section 3.03 of this Agreement.
- 3.07.2 Within 14 days of receiving a good faith request (based on the diagnosis of a serious medical condition, on-going or serious disciplinary reasons, or inability to provide a level of custody consistent with the safety and security of the inmate and/or staff), the CDCR and CONTRACTOR will develop a mutually agreed upon plan to address this matter.
- 3.07.3 CONTRACTOR and CDCR agree that in the case of offenders who are members of the **Coleman** class, returns shall be accomplished in strict accordance with **Coleman** return guidelines.
- 3.07.4 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state, other than California, unless that State has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact, or unless the offender is released to the custody of another agency, whether state or federal. In every other case, prior to release from custody, offenders shall be returned to the CDCR or to the custody of such jurisdiction as has agreed to take the offender, pursuant to the terms as set forth in Section 3.03 of this Agreement.

- 3.07.5 When a CDCR Offender returns to CDCR, the CONTRACTOR shall provide that offender's funds, in the form of a check payable to CDCR, in the amount due the CDCR Offender for credit to the CDCR Offender's account within seven (7) business days of the CDCR Offender's transfer unless an alternate location is directed by CDCR.
- 3.07.6 When a CDCR Offender is identified to return to CDCR, the CONTRACTOR will ensure the "field file" is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by CDCR. In addition, the CONTRACTOR will provide a medical summary and ensure the unit health record is current with relevant medical documentation. In addition, upon transfer, the CONTRACTOR will provide the current field file, medical summary and unit health record.

Article IV

OPERATION OF FACILITY

Section 4.01 General Duties.

The CDCR Offenders in the Facility shall be confined and supervised in accordance with the CCR Title 15, DOM, and receiving states' existing state law. The CONTRACTOR shall maintain mutually agreed upon staffing levels at the Facility in accordance with ACA standards and in sufficient numbers and rank to maintain the safety of the public, staff and offenders and to adequately carry out the provisions of this Agreement. CONTRACTOR shall not seek additional reimbursement from CDCR in excess of the per diems stated hereunder in instances where the CONTRACTOR increases staff in order to perform the services required under this Agreement. Provided however, this shall not apply in instances where CDCR requests or requires additional services or services for a different inmate population than originally contemplated hereunder. The CONTRACTOR shall provide CDCR with staffing levels for each facility where CDCR Offenders are housed prior to execution of this Agreement. Said staffing levels are attached hereto as Attachment A1-A4. In the event of any change to the staffing levels for the staff assigned to the particular CDCR housing units during the term of the Agreement, such revised levels shall be provided to CDCR in advance of any change and shall be subject to CDCR approval which shall not be unreasonably withheld and which shall be granted or withheld within ten business days or a reasonably agreed upon time frame of the request. In advance of any change, the CONTRACTOR will exercise authority to ensure that the daily operations of the Facility are in compliance with the provisions of this Agreement. Subject to the provisions of this Agreement, the CONTRACTOR shall provide CDCR Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, CCR Title 15, and constitutionally appropriate and/or court imposed guidelines, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. CONTRACTOR shall provide case management of CDCR offenders consistent with Title 15 including classification, monitoring earned/good time, disciplinary activity, programming and other offender activity.

CDCR offenders shall be provided with a copy of the Facility rules and procedures (orientation guide) upon arrival. The orientation information must include the process for obtaining medical/mental health care, disciplinary process, request for reasonable accommodation under ADA and the offender appeal/grievance process. A verbal orientation shall also be provided upon arrival. CONTRACTOR shall ensure effective communication during orientation. Where appropriate this may include, but is not limited to, use of interpreters or ADA approved communication devices.

Section 4.02 Minimum Required Staffing.

4.02.1 CDCR may assess liquidated damages if the CONTRACTOR fails to maintain minimum staffing for mandatory posts as delineated in Attachment A.5. To the extent any housing, program or other area is not occupied as a result of a reduction in offender population, Contractor shall not be required to staff any mandatory posts for that area according to Attachment A.5 and shall not be subject to liquidated damages for vacant mandatory posts in such unoccupied area. The CONTRACTOR may use contract staff and overtime to fulfill its mandatory post staffing requirements. The CONTRACTOR shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant post(s) shall be performed through the use of overtime, contract staff, or other mutually agreed upon alternative means then the CONTRACTOR shall not be deemed in breach of this Contract and shall not be subject to an assessment of liquidated damages. For each shift that a mandatory shift is not covered, CDCR may assess damages in an amount equal to the daily rate (salary and benefits) per post per day as long as the deficiency continues.

CONTRACTOR shall have 60 calendar days to fill a vacant Critical Position as delineated on Attachment A.5. To the extent any housing, program or other area is not occupied as a result of a reduction in offender population, Contractor shall not be required to staff any critical positions for that area according to Attachment A.5 and shall not be subject to liquidated damages for vacant critical positions in such unoccupied area. A Critical Position shall not be deemed vacant in the event that the CONTRACTOR is using contract staff, overtime or other mutually agreed upon alternative means to fulfill the duties of the Critical Position. Beginning on the 61st calendar day that a Critical Position remains vacant, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) for such Critical Position per day as long as the Critical Position remains vacant. CONTRACTOR agrees to not circumvent the imposition of liquidated damages by multiple short term staff assignments.

Recognizing that the CONTRACTOR will incur certain costs to recruit new employees and costs to cover the vacancies through contract staff and overtime, the first monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will be subject to a maximum of \$10,000 and the second monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will be subject to a maximum of \$20,000. The third and each subsequent monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will not be subject to a maximum amount. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The CONTRACTOR shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the CONTRACTOR of any of its obligations under the Contract.

Section 4.03 ACA Accreditation.

CONTRACTOR shall obtain, and maintain ACA accreditation of each of the facilities occupied by CDCR under this agreement. It is understood that a facility shall have been fully operational for 18 months before ACA accreditation becomes available, and CONTRACTOR shall seek accreditation of any such newly constructed or re-opened facility within the earliest practical time. This requirement may be waived in circumstances where the actions of, or needs of CDCR prevent such accreditation.

Section 4.04 Contract Monitors.

4.04.1 In administering this Agreement, the CDCR shall designate a person, here referred to as the CDCR Contract Monitor, to monitor the CONTRACTOR's performance under this Agreement.

- 4.04.2 The CONTRACTOR shall designate a person who shall act as the Facility's contact person for the purposes of the administration of this Agreement.
- 4.04.3 Any change in the Contract Monitor or the CONTRACTOR's designated contact person shall be effective upon ten (10) days prior written notice to the other party of such change.
- 4.04.4 Unless otherwise provided, the CONTRACTOR shall permit the CDCR, court appointed Receiver or Special Master, and any other duty authorized agent or governmental agency, to monitor all activities conducted by the CONTRACTOR pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v. Brown* to monitor healthcare services within the institution. As CDCR or the Receiver may in their sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Brown* to monitor the provision of constitutionally adequate mental health care for all plaintiff class inmates. Former class members may be transferred pursuant to this Agreement and some transferred inmates may become members of the plaintiff class during their stay in the CONTRACTOR's Facility(ies). The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the CONTRACTOR to plaintiff class members. Also specifically included in this provision is the right of the CDCR Dental Program to monitor the provision of dental services within the institution, including the preparation and submission to CDCR of periodic reports as determined by the Dental Liaison to COCF. CONTRACTOR shall cooperate with such visits, which shall not interfere unduly with Agreement work.
- 4.04.5 The Receiver appointed in the Federal case of *Plata v. Brown*, may, in his discretion, appoint a Healthcare Monitor to either be housed at the Facility, or to make periodic inspection visits to the Facility consistent with the provisions of this section. The same information as is provided by CDCR to CONTRACTOR for its Contract Monitor shall also be provided to CONTRACTOR for the Healthcare Monitor.

Section 4.05 Medical/Mental Health/Dental.

The CONTRACTOR shall provide essential health services, including medical, dental and mental health services, while meeting the applicable standards and levels of quality established by the ACA, NCCHC, and CCR Title 15. In addition, the CONTRACTOR shall provide services consistent with all applicable Federal, state, and local laws and regulations governing the delivery of offender health services and any applicable Court orders, including, but not limited to orders issued in the case of *Plata v. Brown* and *Coleman v. Brown*, and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders as set forth above shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

- CDCR Offenders shall be provided health services consistent with the services provided by the CDCR under applicable CDCR Offender health services policies and procedures.

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Services – All offender medical services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, existing arrangements with local health care providers shall be utilized to obtain the required services. At the inception of this contract, a listing of all existing contractual arrangements with local healthcare providers, including but not limited to acute care hospitals and clinics shall be made available to CDCR by CONTRACTOR. Any change to this list shall be communicated to CDCR. This list shall be provided on an annual basis or as changes occur.

CONTRACTOR will have a contracted hospital provider in its off-site network for inmates requiring inpatient psychiatric admission, to include crisis counseling. All inmates suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

The CONTRACTOR shall have policies and procedures for providing routine and urgent medical, dental, and mental health services. The policies and procedures shall include, but not be limited to the following:

- 24 hour care, seven days a week emergency medical, dental, and mental health care;
- Initial health screening;
- Health appraisal examination;
- Daily triaging of complaints;
- Sick call procedures with a health practitioner, including offering this service at least 5 days per week;
- Outpatient medical, dental, and mental health service, including diagnostics and physical therapy;
- Inpatient medical services;
- Special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- Mental health and substance abuse services;
- Adequate staffing of trained professional health services staff and support staff;
- Pharmaceutical services and supplies;
- No cost to CDCR Offender for medication refills and renewals;
- Optometric services;
- Health education;
- Medical diets;
- Infection control; and
- Quality control/peer reviews.

Initial/Preliminary Screening – All screening will be conducted by trained and licensed healthcare personnel on all offenders upon the offender's arrival at the Facility. Screening will include, but not limited to:

- An inquiry into the Offender's health care history, including status of current modalities and medications;
- An observation of the Offender's behavior, physical limitations and capabilities and current physical condition;
- An immediate referral to appropriate health care professionals, for emergency care, prescription management or modality authorization.

At the initial screening, all Offenders will receive orientation about the Health Services Unit, including the procedures for accessing care.

Full Health Appraisal (Intake) – During the initial occupancy phase of this contract all offenders will receive a full health appraisal within 14 days of arrival at the Facility. This health appraisal will include, but not limited to:

- Review of the earlier screening;
- Review of the CDCR health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment and modalities authorized;
- Collection of a more detailed health services history;
- Medical examination, including review of mental health and dental health status if not previously examined at CDCR in the previous six months;
- Laboratory or diagnostic tests to detect communicable disease if not documented in the previous 12 months;
- Other tests and diagnostics, as indicated by exam;
- Initiation of treatment, as indicated;
- Development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment;
- Referral to mental health or dental specialist as indicated; and
- Offender education, particularly of the treatment plan initiated by CDCR is modified or changed. Any change to an existing treatment plan shall be approved by CDCR.

In the event CONTRACTOR's staff are unable to provide the requisite screenings in the time allowed due to the volume of screenings to be conducted, CONTRACTOR may seek approval to extend the time for such screenings, consistent with the approval of CDCR and the Receiver, and if such extension of time is disallowed, may utilize outside contracted services to accomplish said screenings. CDCR shall be given advance notification of the identity and qualifications of said individuals, and review the proposed rate of compensation to be paid to such persons. CDCR shall not unreasonably withhold its consent to such proposed screeners, and shall reimburse CONTRACTOR for their additional costs incurred in complying with this provision in such event.

Dental Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure dental screenings, exams, radiographs, and treatment are rendered consistent with the CDCR and ACA standards. Comprehensive dental examinations shall be completed within thirty (30) days of arrival from California. The CDCR records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Inmate transfers between CONTRACTOR facilities shall include a review of dental records to ensure continuity of care at the arriving facility.

Mental Health Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure mental health screenings, evaluations, and treatment is rendered consistent with the CDCR and ACA standards. The CDCR records sent to the facility will be reviewed for mental health history and to identify current mental health care needs. Any patient having demonstrated mental health needs shall be identified to CDCR, and CDCR shall have the right to request a return of that offender to CDCR custody.

Infectious Diseases – The CONTRACTOR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to CDCR prior to the execution of this agreement.

CONTRACTOR Formulary – The CONTRACTOR shall adhere to the CONTRACTOR formulary. When the only medically appropriate and medically necessary pharmaceutical for an offender is not on the CONTRACTOR formulary, the CONTRACTOR Medical Director and/or the Health Services Administrator will follow the CONTRACTOR's procedures for obtaining a waiver.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of an offender to or from the facility, the CDCR or CONTRACTOR, depending on who is releasing custody at the time of transfer, shall provide at the time the offender is transferred between the custody of CDCR and CONTRACTOR, a seven (7) day supply of any medications prescribed for that offender.

Utilization Review/Prior Authorization - CONTRACTOR shall follow the CDCR Utilization Review procedures and unless the required care is necessitated by an emergency, shall seek advance approval for any non-routine care outside the facility.

Health Care Records – The CONTRACTOR shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the CDCR and shall be forwarded to CDCR when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of CDCR.

Credentialing, Privileging and Peer Review – Licensed Independent Practitioners (LIPs), which includes physicians, nurse practitioners and physician assistants, hired by the CONTRACTOR must be approved by CPHCS' Credentialing Review Committee prior to commencement of services. Additionally, CPHCS may conduct clinical performance appraisals of all CONTRACTOR LIP's providing services to CDCR offenders and reviews all peer reviews of contracted LIPs.

Mid-Level Protocols – The CONTRACTOR must have established protocols and provisions for supervision of mid-level providers. Mid-level providers include nurse practitioners and physician assistants.

Staffing – The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the Facility Medical Director and/or the Health Services Administrator.

Staff Training – The Health Services Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health care services staff shall participate in facility orientation and training in accordance with Facility, ACA and NCCHC standards.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

4.05.1 Costs – The costs of providing on-site medical, mental health or dental services through Facility staff or contracted services, shall be considered normal costs incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:

- a) All expenses in excess of \$2,500 annually per inmate for medically necessary, off site hospital or emergency care. This includes, but is not limited to medical, surgical, mental health and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided however, Contractor shall be responsible for the costs of any off-site medical care if such care should have been

provided on-site through the Contractor's provision of routine medical, dental and mental health services.

- b) Contractor accepts the risk for the first \$2,500 annually per Offender for medically necessary, off site hospital or emergency care. The \$2,500 annual per Offender limit shifts ongoing costs for typical, routine off-site services from CDCR to the Contractor (thereby simplifying the reimbursement for such claims and allowing CDCR relief with respect to these routine costs) while limiting the Contractor's liability for off-site hospital and emergency care. The parties do not anticipate that every CDCR offender will incur \$2,500 in off-site hospital or emergency care, therefore, the per diem does not include \$2,500 per inmate per year for this care and there is no pool of funds established based upon \$2,500 per inmate per year from which Contractor retains unspent funds. Contractor is able to competitively price coverage of off-site medical care by relying on historical inmate medical data and making an assessment of a reasonable annual budget for off-site expenses knowing that in no event will the liability exceed \$2,500 per Offender annually. Accordingly, the Contractor's off-site limit is a risk balancing mechanism only.
 - c) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of offenders with HIV or AIDS. CONTRACTOR shall notify the CDCR of any offender diagnosed with HIV or AIDS within three (3) working days.
 - d) Any costs associated with DNA testing of offenders. Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the CONTRACTOR (or state where the Facility is located) are included as part of the per diem rate.
- 4.05.2 A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental and/or vision services requested / initiated by the offender in accordance with Title 15, Section 3354.2. The co-pay fee will be retained by the CONTRACTOR.
- 4.05.3 The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the CONTRACTOR, its employees, or subcontractors or for care which could have been prevented.
- 4.05.4 Medical billings from outside vendors which are the responsibility of CDCR shall be submitted to CDCR or designee within thirty (30) days of receipt.
- 4.05.5 Upon return of a CDCR Offender to the CDCR, the CONTRACTOR shall provide the copy of the health records of all health care delivered while under CONTRACTOR's jurisdiction, including, but not limited to all Facility health records, dental records, community hospital records, radiology reports and films, consultant reports and laboratory results. In addition, the CONTRACTOR will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.
- 4.05.6 The parties hereto expressly acknowledge and agree that:
- a) The inmates to be transferred pursuant to this Agreement to the facilities owned and/or operated by CONTRACTOR (the "Transferee Facilities") are members of class of plaintiffs in an action pending in the United States District Court for the

- Northern District of California Entitled, Marciano Plata et al. v. Brown et al. No.C01-1351 TEH(the Plata Action);
- b) The California Department of Corrections and Rehabilitation (the "CDCR") is a named defendant in the Plata Action;
 - c) The plaintiffs in the Plata Action have alleged that the health care delivered to inmates in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
 - d) By order, dated February 14, 2006 (the "February 14 Order"), the Court in the Plata Action (the "Plata Court") appointed Robert Sillen as the Receiver ("Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver;
 - e) Pursuant to the February 14 Order, the CDCR and "all persons in concert of participation" with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
 - f) The inmate-class members transferred pursuant to this agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the Plata Action; and,
 - g) The transfers of inmates contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the Plata Court's orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

CONTRACTOR expressly acknowledges and agrees that it:

- a) Intends to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facilities;
- b) Is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c) Will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facilities and to documents, personnel and inmate-class members in the Transferee Facilities to the same extent as the Receiver is provided access to CDCR facilities, personnel and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California inmates in the Transferee Facilities and shall not include information related to other jurisdiction's inmates or facility information unrelated to the provision of medical care to California inmates.

The parties hereto acknowledge and expressly agree that with respect to the provisions of section 4.05 and all subsections of said section, the Receiver is a third party beneficiary of this Agreement and hereby consent to the jurisdiction of the United States District Court for the Northern District of California with respect to any action or proceeding brought by the Receiver to enforce the provisions of such sections.

- 4.05.7 The parties agree that in the event a court appearance is required before the Honorable Thelton Henderson in San Francisco, California by employees of CONTRACTOR that the expenses incurred by CONTRACTOR in making the employees available for said hearing shall be reimbursed to CONTRACTOR by CDCR. Reimbursement shall include costs of transportation as well as salary costs, accelerated by 26% to cover fringe benefit. Should the court impose monetary sanctions against CONTRACTOR, CDCR and CONTRACTOR agree to evaluate the circumstances leading to the imposition of said sanctions and in the event it is determined that CONTRACTOR had performed within the scope and requirements of this Agreement and that sanctions were issued in spite thereof, CDCR shall agree to reimburse CONTRACTOR for any sanctions imposed. Should CDCR not agree that CONTRACTOR's performance, which resulted in sanctions, was consistent with the obligations imposed under this contract, CDCR may refuse to reimburse CONTRACTOR for the sanctions imposed. In such event CONTRACTOR may seek a judicial determination of the obligation for the payment of sanctions pursuant to the provisions set forth in this paragraph.
- 4.05.8 In the event that CDCR transfers Correctional Clinical Case Management System (CCCMS) inmates to the CONTRACTOR's Facilities, the following shall apply:
- a) Unless mutually agreed otherwise between CONTRACTOR and CDCR, the total number of CCCMS inmates shall not exceed 1,000 inmates across the CONTRACTOR Facilities.
 - b) The allocation of the CCCMS inmates between the CONTRACTOR Facilities shall be decided in mutual agreement between the CONTRACTOR and CDCR to allow optimization of CONTRACTOR resources, to include staffing.
 - c) CONTRACTOR's agreement to house CCCMS inmates is based upon the staffing requirements of the Mental Health Service Delivery System Program Guide as amended and supplemented, and as interpreted by the CDCR Director of Mental Health. In the event that such guidelines are modified, amended or replaced in such a way as to modify or increase the services, including staffing, required from the CONTRACTOR, the CONTRACTOR shall not be required to make such modifications unless the CONTRACTOR agrees that such modifications are operationally feasible and CDCR agrees to pay for any increased costs, including any and all staffing related costs. In the event CONTRACTOR finds modifications operationally infeasible, CONTRACTOR and CDCR shall come to a mutual agreement in regards to costs associated with the transfer of inmates back to California or to another mutually agreed upon site.
 - d) CONTRACTOR agrees to provide monitoring data and reports as required by CDCR.

Section 4.06 Death of an Offender.

- 4.06.1 In the event of the death of a CDCR Offender, the CONTRACTOR will immediately notify the CDCR Contract Monitor or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by CDCR, the CONTRACTOR shall obtain an independent autopsy. This autopsy shall be paid for by the CDCR. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the CDCR.
- 4.06.2 The CONTRACTOR shall furnish all information requested by the CDCR, and follow the instructions of the CDCR with regard to disposition of the body. The CDCR will notify the designated next of kin of the deceased offender, if any, as soon as practicable after death.

- 4.06.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the CDCR.
- 4.06.4 The CONTRACTOR's Chief Medical Officer will communicate on a regular basis with the Office of the Receiver and actively participate in Mortality and Morbidity clinical reviews in the Death Review Committee and other Quality Improvement activities. At all times documentation will be protected by the Medical Peer Review process. The CONTRACTOR will assist COCF in the collection of documents required to be submitted to the Death Review Committee as delineated in the CPHCS September 5, 2008, Memorandum titled "Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008," and any subsequent death review documentation requirements imposed by the Plata court (Attachment C).

Section 4.07 Offender Work and Programs.

- 4.07.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work at the Facility, unless otherwise medically or administratively precluded. No CDCR Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the CDCR Contract Monitor or designee.
- 4.07.2 Eligible offenders will be productively occupied in work, education, vocational, and/or major habilitation programs, consistent with CCR Title 15, and in accordance with the Offender Program Participation Table attached hereto as Attachment D.
- 4.07.3 Programs shall include: Educational programs (basic literacy, adult basic education, General educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.07.4 Offenders shall be required to work or participate in educational or vocational programs, consistent with CCR Title 15. However, offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.07.5 The CONTRACTOR may dispose of or consume all products produced by any offender participating in work or vocational programs. The CONTRACTOR will bear all costs and retain all proceeds there from.
- 4.07.6 The CONTRACTOR shall daily record the actual hours worked/participated for each offender (those in work/programs/education/training) on the Work Supervisor's Time Log (CDC Form 1697) in order that work credit can be calculated by CDCR in accordance with Title 15 (§3045). The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the Contract Monitor by the 15th of the following month or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.7 In case of hobby craft programs, the crafts may be sold and proceeds of any sale retained by the offender.
- 4.07.8 In accordance with the expectations of CDCR, CONTRACTOR shall provide the below detailed annual goals for offender programs. The CONTRACTOR shall provide reports to CDCR with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate CONTRACTOR staff, CDCR determines that deficiencies exist in meeting the goals stated herein, CDCR may request that CONTRACTOR provide a Corrective Plan of Action for resolving these deficiencies and

updates of these Plans of Action shall be provided to the CDCR Contract Monitor on a monthly basis until such deficiencies are resolved. The annual goals and associated reports shall be as follows:

- 4.07.8.01 Provide Chaplain and Religious Services for the CDCR population in order to fulfill the facility's responsibility of ensuring that all inmates can voluntarily exercise their constitutional rights to religious freedom. Each facility chaplain will submit a monthly report detailing religious services provided, inmate attendance, and volunteers utilized to provide religious services.
 - 4.07.8.02 Provide a mechanism for assessment and admission into appropriate modality of treatment for therapeutic substance abuse. Each facility will submit a quarterly report of assessments, intakes, discharges, and completers in addictions treatment programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
 - 4.07.8.03 Demonstrate offender progress by tracking "phase-ups" in addiction treatment programs. Each facility will submit a quarterly report of "phase-ups" or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
 - 4.07.8.04 Assess CDCR offenders interested in educational programming to determine appropriate placement. Each facility will submit a quarterly report of assessment results for education programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
 - 4.07.8.05 CDCR offenders enrolled in academic education programs shall be reassessed using an appropriate instrument every 120 days. Each facility will submit a quarterly report detailing reassessment results or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
 - 4.07.8.06 Each facility will maintain a vocational advisory committee. Each facility will submit a quarterly report summarizing the activity of the vocational advisory committee.
- 4.07.9 CDCR shall be responsible for payment of any benefits for CDCR offender workers compensation claims as required by California law, including, but not limited to, California Labor Code section 3370(a). CONTRACTOR shall not be responsible for the payment of any workers compensation benefits to CDCR offenders.

Section 4.08 Religious Opportunity.

The CONTRACTOR will provide reasonable time, accommodations, and space for religious services in keeping with facility security and other necessary institutional operations and activities. Religious services should be provided in accordance with CCR Title 15.

Section 4.09 Recreation/Quarterly Packages and Canteen - Barber.

Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for offenders in lockdown/modified program/Administrative Segregation status. The CONTRACTOR shall provide recreation for inmates in Administrative Segregation in accordance with CCR Title 15. Offenders will be personally observed by staff during these recreational opportunities. Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for CDCR inmates. CONTRACTOR shall endeavor to supply canteen items similar in price and nature to those provided to California inmates

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by CDCR. CONTRACTOR reserves the right to exclude any canteen item it deems to be a security risk. Revenues may be used to pay all operating expenses of the canteen, including but not limited to commissary worker salaries and benefits on a pro rata basis, based on the ratio of the total sales to CDCR inmates to the total canteen sales to all inmates. Any profits from the commissary sales to CDCR inmates operation shall be deposited in the Offender Welfare Fund, to be administered in accordance with and in a manner consistent with established CDCR policies. CONTRACTOR will implement a quarterly package program in accordance to CCR Title 15. CONTRACTOR shall supply quarterly package items similar in price and nature to those provided to California inmates by CDCR. CONTRACTOR and CDCR reserve the right to exclude any quarterly package item deemed to be a security risk.

4.09.1 The CONTRACTOR shall establish and maintain a plan of operation for on-site inmate barber services. Barber service procedures must provide for the safety, security and maintenance of the designated area, tools, solutions, equipment and comply with all applicable health and sanitation codes. The number of inmate barber assignments shall be consistent with the need to readily service the inmate population. The CONTRACTOR should strive to maintain an ethnically diverse barber's service in both inmates assigned and services provided. The CONTRACTOR shall ensure that barber services are directly available and accessible to the inmate population. Hours of operation must therefore be scheduled in correlation to other facility programs, activities and other inmate assignments. The barber service shall comply with acceptable and applicable codes, practices, standards and requirements established by the appropriate state regulatory agency in the state where the Facility is located and ACA standards. The CONTRACTOR shall be responsible for developing a plan of operation for inmate barber services that, at a minimum, must: (a) ensure that tools are properly inventoried, maintained and accounted for at all times; (b) provide for trained inmate barbers that are hired consistent with Facility policy and ACA standards; and (c) ensure that inmate barbers and services are provided to serve an ethnically diverse inmate population. The CONTRACTOR shall provide a designated barber area, centrally located within the facility and adjacent to the inmate population, which is readily accessible to all inmates for the personal maintenance of hair grooming standards in accordance with CDCR requirements. The CONTRACTOR may also provide multiple designated inmate barber areas equitably located within various areas of the facility to achieve the same purpose within the framework of safety and security. In either case, the barber area(s) shall be centrally located and of sufficient size and dimensions to adequately service the entire inmate population. Clear lines of sight shall be provided from designated staff/posts. The CONTRACTOR shall ensure that CDCR principles of proper tool control is incorporated and adhered to by inmates and staff alike. At a minimum, the barber area shall be equipped with a sink, power outlets and a chair.

Section 4.10 Inmate Advisory Committee.

The CONTRACTOR agrees that the Facility Wardens will establish an Inmate Advisory Committee at each facility housing CDCR offenders consistent with CDCR regulations. Copies of the meeting minutes will be provided to the Contract Monitor or designee on a monthly basis.

Section 4.11 Telephone.

Access to telephone service shall be provided to CDCR Offenders in accordance with CCR Title 15 (§ 3018, 3044, 3045). CONTRACTOR, nor any other party, shall profit from inmate telephone service systems; however, should CDCR require CONTRACTOR to provide video visiting, CONTRACTOR and CDCR shall come to a mutual agreement regarding an increase in charges for the inmate telephone system to offset the cost of providing video visiting.

Section 4.12 Clothing.

The CONTRACTOR will be responsible for laundry, repair, and replacement of offender clothing during the CDCR Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis.

Upon admission, each inmate shall be issued the following:

- Work shoes, one pair.
- Sheets, two.
- Pillow case, one.
- Towels, two.
- Blankets, two.
- Pants (uniform or jeans), three.
- Shirts (uniforms or chambray), three.
- Undershirts, four.
- Socks, six pair.
- Undershorts, four pair.
- Jacket, one.
- Belt, one (if jeans are issued).
- The distinctive, protective and/or extra clothing required by the climate and/or the inmate's job assignment.

Other clothing and linen items shall also be issued to the inmate as detailed within CCR Title 15. CONTRACTOR shall provide laundry services to the offender at no charge to the offender in accordance with established CDCR policies and CCR Title 15.

Section 4.13 Meals.

The CONTRACTOR will provide all CDCR Offenders with nutritional meals consistent with established CDCR policies. Food service will meet established governmental and safety codes, while adhering to American Dietetic Association, National Academy of Sciences, and ACA standards, and local, state and federal requirements. The CONTRACTOR's facility will have a four-week, five-week, or six-week cycle menu. Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Religious diets will be provided for inmates whose religious beliefs requires adherence to religious dietary law. Religious diets shall be approved by the recognized facility religious authority. CONTRACTOR shall provide meat that has been certified as Halal as a religious meat alternative (RMA) at the dinner meal. CONTRACTOR shall procure RMA meat from a vendor(s) capable of providing meat that has been certified as Halal. A Registered Dietician or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. Menus shall be submitted to the Contract Monitor for review on a monthly basis.

Section 4.14 Mail.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. The CONTRACTOR is entitled to recoup postage fees when the Offender has sufficient funds in his account. Pursuant to the DOM, all non-confidential inmate mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

Section 4.15 Visitation.

The CONTRACTOR shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. The CONTRACTOR shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on CDCR's approved visitors list shall be approved by the CONTRACTOR unless security concerns indicate otherwise. Minimum hours of visitation shall be consistent with CDCR regulations. If space is available at the Facility and at the request of CDCR, CONTRACTOR shall provide space appropriate for conjugal visits. The provisioning of said space shall be the expense and obligation of CONTRACTOR.

Section 4.16 Offender Property.

CDCR Offenders shall be allowed to possess personal property as outlined in CCR Title 15. Exclusions may be granted based on facility security requirements. CONTRACTOR shall provide the CDCR allowable property lists prior to the implementation of this agreement. With the consent of CDCR, CONTRACTOR may permit items of property not allowable in California facilities. It shall be the responsibility of CONTRACTOR to insure that any such property is not returned with the inmate on the inmate's return to California. CONTRACTOR will follow CDCR regulations on disposition of property. CONTRACTOR shall compensate offenders for loss or damaged property due to the negligence of the CONTRACTOR in accordance with applicable remedies in CCR Title 15. CONTRACTOR shall not unduly delay resolution of property issues.

Section 4.17 Offender Appeals.

The CONTRACTOR will handle all CDCR Offender appeals/grievances related to CDCR Offenders consistent with CDCR Policy. CDCR shall retain final authority on all issues of appeal. The CONTRACTOR shall provide a monthly summary of appeals by volume and type to the CDCR Contract Monitor.

Section 4.18 Access to Courts.

The CONTRACTOR will ensure all CDCR Offender court related access is in compliance and consistent with the provisions of DOM and CCR Title 15. Regardless of housing, the CONTRACTOR will provide opportunity for meaningful access to federal and California State legal materials at the Facility in accordance with CCR Title 15. On rare occasions, when direct access cannot be provided, the CONTRACTOR shall provide access consistent with DOM and CCR Title 15. The CONTRACTOR shall provide CDCR Offenders legal materials required to meet constitutional standards via computer and appropriate software including California specific material. The CONTRACTOR shall provide a secure and monitored location to house said computer and associated peripherals. The CONTRACTOR shall provide federal law material; typewriters, including ribbons, and typing paper; notary services (fees apply as per CCR Title 15); copying services, including copier paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent CDCR Offenders. CDCR Offenders need not be afforded access to copiers; however, the CONTRACTOR shall provide a copy of specific information, such as a page from a law book, upon request by a CDCR Offender. A reasonable and consistent copy fee shall be set by the CONTRACTOR. The CONTRACTOR shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.19 Offender Records and Progress Reports.

4.19.1 The CONTRACTOR will handle all CDCR Offender Records and ensure compliance consistent with the provisions of DOM and CCR Title 15. Offender institutional records regarding CDCR Offenders while at the Facility shall be collected and maintained on-site by

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the CONTRACTOR in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The inmate files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to CDCR Offenders, including Offender work/education vocation records, shall be made available immediately to the CDCR Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the CDCR and additional information compiled while the CDCR Offender was at the Facility will be updated and transported with the CDCR Offender to his new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the CDCR Offender.

4.19.2 All warrants/holds/detainers received by the CONTRACTOR for a CDCR offender shall be forwarded to the CDCR Contract Monitor within 24 hours.

4.19.3 CONTRACTOR will provide approved, selected CDCR medical personnel electronic access to the CONTRACTOR's Electronic Medical Record (IMS 2). All access will comply with HIPAA.

Section 4.20 Transportation & Security.

The CONTRACTOR will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. The CONTRACTOR will provide transportation and transportation staffing consistent with CCR Title 15 and DOM to and from medical appointments, urgent and emergent medical care, and local, state, and federal court appearances within a 150 mile radius of the Facility at CONTRACTOR's cost.

Section 4.21 Removal of Offenders from the Facility.

Except for emergency health care needs, CDCR Offenders shall not be assigned from the Facility without prior written authorization from the CDCR Contract Monitor.

Section 4.22 Use of Force.

The CONTRACTOR's use of force policy and training program for CONTRACTOR staff shall be approved by the CDCR prior to offenders being transferred to the Facility and consistent with the CDCR Use of Force Policy as well as any other applicable use of force law applicable to the Facility or its operations. Following any use of force, an incident report shall be prepared and the CDCR staff shall be notified pursuant to Section 4.24 "Notification of Incidents, Emergencies, Escapes, and Discipline." Video copies of Use of Force incidents and all applicable reports will be provided to CDCR within timeframes set forth in CDCR policy or as mutually agreed upon. Any incidents of inappropriate or excessive force will be immediately reported to CDCR and local law enforcement.

4.22.1 CONTRACTOR shall utilize only those weapons, munitions, and equipment authorized by CDCR (Attachment E).

Section 4.23 Escapes.

In the event of an escape by a CDCR Offender(s) from the Facility's physical custody, the CONTRACTOR shall, in addition to efforts to apprehend such CDCR Offender(s), immediately notify the CDCR Administrative Officer of the Day (AOD), CDCR I.D./Warrants Unit, and the local law enforcement agencies as required by state statute in the same manner it uses for any other Facility escapees. CONTRACTOR is responsible for reasonable costs associated with an escape, including the cost to dispatch CDCR personnel to assist in the apprehension or conduct an after action review, and including all costs associated with any such escape which are assessed against CDCR by third

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parties. Annually or upon revision, the CONTRACTOR shall provide CDCR Contract Monitor or designee with a listing of emergency contacts; including, but not limited to, AOD contact information.

Section 4.24 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.

- 4.24.1 The CONTRACTOR will handle all CDCR Offender related incidents, emergencies, and escapes in compliance with the provisions of DOM and CCR Title 15 unless it conflicts with state laws, in which case state laws control. Incidents involving/impacting CDCR Offenders are to be reported using the established CDCR-approved reporting format. Such incidents are to be reported to the CDCR Contract Monitor as soon as reasonably practical after the incident occurrence. The CONTRACTOR and CDCR will provide each other with a list of names, phone numbers, e-mail addresses, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving any offender, the CONTRACTOR will send to the CDCR Contract Monitor reports on the incident on a timely basis, consistent with CDCR policy.
- 4.24.2 The CONTRACTOR will handle all CDCR Offender disciplinary related matters according to the applicable provisions of DOM and CCR Title 15. Upon the CDCR Contract Monitor's request, within 14 calendar days following any incident, a critical incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.
- 4.24.3 The CONTRACTOR will notify the CDCR Contract Monitor or COCF AOD immediately (24 hours a day) by telephone for any:
- a) Offender escape;
 - b) Use of deadly force;
 - c) Any use of force;
 - d) Assault, including sexual assault, by an employee, offender, or civilian;
 - e) Disturbance involving three or more offenders;
 - f) Death of an offender;
 - g) Rape of an offender;
 - h) Property destruction rendering a living unit or support service area unusable;
 - i) Hostage situation;
 - j) Any serious interruptions to institutional services;
 - k) Felony behavior by staff or inmates involving CDCR.

All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the facility shall be provided to the CDCR Contract Monitor within 24 hours of the incident. In addition to those incidents listed above, all non-routine offender movement from the Facility, including emergency medical moves and removals from population to a Facility deemed appropriate and operated by the CONTRACTOR, and other such moves shall also be reported as soon as possible, but not longer than 24 hours of the incident.

- 4.24.4 Disciplinary reports, reclassification requests, or diagnoses that an offender has a serious medical condition shall be provided to the CDCR Contract Monitor and Receiver's Healthcare Monitor, if designated, weekly. Additionally, the CONTRACTOR shall forward to the CDCR Contract Monitor a monthly report detailing the disciplinary actions taken on CDCR Offenders. The content and form of the report will be mutually agreed upon by both parties to this Agreement. Daily offender movement sheets and daily activity reports shall be provided to the Contract Monitor as well.
- 4.24.5 The CONTRACTOR will provide a monthly Compstat report to the CDCR Contract Monitor that chronicles/summarizes significant activities occurring during the preceding month.

4.24.6 The CONTRACTOR shall furnish copies of any regularly generated reports that are requested by the CDCR except for those reports which contain confidential financial or company proprietary information unrelated to CDCR Offender case, custody or housing.

Section 4.25 Earned Time/Good Time.

The CONTRACTOR shall furnish specific information consistent with CCR Title 15 to the CDCR for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the CDCR.

Section 4.26 Sentence Computation.

The CONTRACTOR will furnish the CDCR with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CONTRACTOR will assist in providing documents as necessary to ensure compliance with CCR Title 15. The final decision with respect to sentence computation rests with CDCR. Sentence computation will be done by the CDCR. The CDCR will furnish adjusted release dates to the CONTRACTOR as necessary.

Section 4.27 Classification.

The CONTRACTOR will participate as required in all CDCR Offender classification matters and ensure compliance consistent with the applicable provisions of DOM and CCR Title 15. CONTRACTOR must adhere to all ACA, NCCHC, Court mandates and CDCR regulations concerning CDCR inmate placement into administrative segregation including, but not limited to, those specific guidelines applicable in the Coleman class action as applied to Coleman class members placed in administrative segregation. In the event of a conflict in application of the above, the CDCR Contract Monitor shall be consulted for appropriate action. Should CDCR find that it is in the best interest of CDCR to delegate some or all classification matters to CONTRACTOR and CDCR determines that CONTRACTOR's staff is sufficiently trained, CDCR reserves the right to delegate some or all classification matters to CONTRACTOR.

Section 4.28 Facility Space for Hearings, Inspections, Audits, and Contract/Healthcare Monitors.

4.28.1 Adequate facilities for any hearings, inspections, audits, and related CDCR case management activities including: furniture, equipment, on-site clerical support, and security staff, shall be made available to CDCR employees or designated representatives.

4.28.2 Unless required more frequently by law, standard and/or corporate/local policy, the CONTRACTOR will complete documented formal inspections of the following areas, according to stipulated schedule: Security per shift, Sanitation monthly, Fire/Safety quarterly, and Environmental Health annually.

Copies of the inspection reports, including Quality Assurance (QA) reports and plans of correction will be submitted to the CDCR Contract Monitor, to include action taken to correct noted deficiencies to date. Plans of Correction will be updated monthly until action item(s) are resolved. Proof of practice may be requested by CDCR.

4.28.3 The Facility will complete audits in accordance with CCA policy and ACA standards. CDCR may also conduct audits, and a copy of any such audits shall be provided to CONTRACTOR. CDCR may make a request for a Plan of Correction from CONTRACTOR to be provided within 30 days.

Section 4.29 Public Information.

The CONTRACTOR will process all CDCR Offender publicity issues or requests for information consistent with the applicable provisions of DOM and Title 15. CONTRACTOR shall not be authorized to release publicity concerning CDCR Offenders. They shall not release personal histories or photographs of CDCR Offenders or information concerning their arrivals or departures, except as provided herein. All requests shall be forwarded to the CDCR Office of Communications (see Section 2.05). CONTRACTOR shall notify COCF of any known or anticipated significant media issues involving any inmates housed in CONTRACTOR's facilities.

Section 4.30 Inspections.

The CDCR and/or the Receiver shall have the right to inspect and/or audit the Facility at its discretion with or without advance notice. CONTRACTOR reserves the right to deny access during off hours (defined as the period between 8PM and 8AM) to individuals not identified previously to them either in this contract or otherwise in writing. In such event, prior to denying authorization, CONTRACTOR shall first contact the CDCR Contract Monitor for direction and/or approval authority. CONTRACTOR reserves the right to request proper identification prior to admission in all cases.

Section 4.31 Offender Account Deductions (Restitution) Collection and Accounting.

CONTRACTOR shall be responsible for collecting restitution from the wages and account deposits of inmates who owe restitution, pursuant to Penal Code § 2085.5, as further detailed in CCR Title 15 Section 3097. As of the date of this contract, that amount is 50% or the balance owing, whichever is less. In addition, an administrative fee of 10% of the deduction shall be deducted to reimburse administrative costs, for a maximum deduction of 55% of the inmate's wages and deposits. By entering into this agreement, CONTRACTOR acknowledges that CONTRACTOR is responsible for satisfying CDCR's restitution obligations under such regulations as they currently exist and as they may be amended in the future.

CONTRACTOR shall collect restitution fines beginning with the oldest first. CONTRACTOR shall collect direct orders of restitution when notified by CDCR to activate the direct order, in which case it shall be collected upon as first priority, above any restitution fines, as expressed in penal code § 2085.5.

CONTRACTOR shall hold such funds in an interest-bearing account in trust for the State for the purposes set forth in said statute and regulations, and shall not commingle such funds with CONTRACTOR's own funds or with any other funds.

The CONTRACTOR shall also ensure that the restitution collections and administrative fees are not commingled and are submitted to the Department separately (by separate checks).

Note – fines and direct orders may have the same case number but must be accounted for separately.

CONTRACTOR shall at all times keep an accurate and up-to-date accounting of all such funds and restitution information and shall remit the inmate fund collections and associated inmate case information to CDCR as directed. By the 10th of each month following collections, CONTRACTOR shall forward the amount of restitution and administrative fees to:

Inmate Accounting Branch,
P.O. Box 276088,
Sacramento, CA 95827

The remittance shall include an itemized statement which includes the CDCR number, inmate name, case number, sentencing date, sentencing county, designation of fine or direct order, original fine/order amount, amount of restitution collected, date(s) of deductions, amount of administrative fees collected and balance still owing. The remittance must be subtotaled by restitution fines and direct order amounts. In addition, CONTRACTOR shall timely provide an accounting of all such funds to CDCR at any time upon request. Any such restitution funds remaining in CONTRACTOR's possession at the end of the contract shall be remitted to the State for proper disposition pursuant to said Statute and regulations. Upon mutual agreement or as deemed necessary by CDCR for the efficient management of inmate restitution the CONTRACTOR shall receive and transmit the restitution collection data through an electronic interface with CDCR, Restitution, Accounting and Canteen System (RACS). The design, testing, and documentation of the CONTRACTOR's interface shall be subject to CDCR's approval and must be utilized and supported without additional cost to CDCR.

Section 4.32 Policy and/or Procedure Changes.

The CONTRACTOR will process all policy and procedural changes consistent with the applicable provisions of DOM and CCR Title 15. The Warden or designee shall be responsible for posting and distribution as necessary of CDCR regulatory or court mandated notices to inmates and shall substantiate such postings/distributions on the applicable CDCR form.

Section 4.33 Quality Assurance and Initial Security Audit.

The CONTRACTOR shall perform customary and usual Quality Control Audits of the facility as well as associated Corrective Plans of Action and provide those to CDCR upon completion. CONTRACTOR agrees to include in those audits, such items for review, in addition to those reviewed in the previous audit, such items shall be provided by to CDCR upon completion. CDCR shall be responsible for providing such reports and Corrective Plans of Action to the Receiver and Special Masters upon request and shall advise CONTRACTOR when providing such reports. CONTRACTOR will have a routine physical plant maintenance schedule and review of the compliance with scheduled maintenance shall be a part of the QA process. Any significant issues will be reported to the Contract Monitor.

Section 4.34 Tobacco – Prohibitions.

No CDCR offender will be allowed to use, possess, or purchase any tobacco products. Nor shall they be subject to second hand smoke from staff or offenders from other jurisdictions who may be housed in the Facility. However, consistent with CCR Title 15, the use of tobacco products may be approved by CDCR for use in the CONTRACTOR's facilities for inmate religious ceremonies.

Section 4.35 Lockdown/Modified Program.

CONTRACTOR must report any lockdowns or modifications of programs for the CDCR inmate populations, including compilation of CDCR documentation, in accordance with CCR Title 15. CONTRACTOR must submit a written unlock plan utilizing approved forms for approval by Contract Monitor prior to resuming the normal or modified program. CONTRACTOR shall not unduly delay return to normal program for any population that is placed on lockdown or modified program.

Section 4.36 Research.

No research on CDCR offenders shall be conducted without prior written CDCR approval. CONTRACTOR shall comply with CDCR research requests regarding CDCR offenders to the extent such requests do not result in increased costs to CONTRACTOR or cause staff to deviate from primary duties.

Article V

FACILITY EMPLOYEES

Section 5.01 Independent Contractor.

The CONTRACTOR and its employees are associated with CDCR only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services set out herein, the CONTRACTOR is and shall be an independent CONTRACTOR and, subject to the terms of this Agreement, shall have the sole right to manage the operations of the Facility. The CONTRACTOR shall perform its duties hereunder as an independent CONTRACTOR and not as an employee. Neither the Facility nor any agent or employee of the CONTRACTOR has the authority, actual or implied, to bind, incur liability, or act on behalf of the CDCR or the State. Neither the CONTRACTOR nor any agent or employee of the CONTRACTOR shall accrue leave, retirement, insurance, bonding or any other benefit afforded to the employees of California as a result of this Agreement.

Section 5.02 Personnel.

Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with CONTRACTOR operating requirements. All personnel hired shall be subject to background checks to include both Federal and State criminal records checks and a Federal criminal search based on social security number and residence to include a records search based on any discovered undisclosed addresses, as well as an assets control search. All background checks shall be completed prior to CDCR Offender contact. Such policies and procedures, including a position description that clearly states the experience and skill requirements of the position, shall be provided for all facility management positions. CDCR shall be notified in the event of a vacancy in a management position affecting CDCR populations. CONTRACTOR shall take under advisement legitimate CDCR requests that specific staff, contractors or volunteers not be allowed to work with or in proximity of CDCR Offenders. CONTRACTOR shall make all efforts to reasonably comply with such requests. CONTRACTOR shall require all employees and applicants to document current relationships with CDCR inmates and/or parolees. Additionally, it is required that CONTRACTOR requires employees to report any newly developed relationships with CDCR inmates and/or parolees as the relationships arise. CONTRACTOR shall require all employees and applicants to report any negative law enforcement contact. CONTRACTOR shall provide CDCR Contract Monitor all such documents and reports.

Section 5.03 Training.

All personnel shall be trained in accordance with CONTRACTOR personnel policies and procedures. CDCR will provide, at least annually, training regarding their policies and procedures and Security Threat Groups to CONTRACTOR's personnel at a mutually agreed upon site, as CDCR or CONTRACTOR may request.

CONTRACTOR shall be responsible for all expenses associated with the transporting of CONTRACTOR's employees to that site for training and for CDCR staff as mutually agreed upon.

CONTRACTOR agrees to run simulated drills (i.e. alarm response drills, man-down drills, Special Operations Response Team training, escape pursuit and staff accountability drills) as needed to ensure the safe operation of the facilities.

CONTRACTOR will report to CDCR Contract Monitor or designee through mutually agreed upon procedure to track these drills.

Section 5.04 Worker's Compensation.

CONTRACTOR hereby represents and warrants that CONTRACTOR is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at CONTRACTOR's expense, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, CONTRACTOR shall furnish to the State evidence of valid workers' compensation coverage. CONTRACTOR agrees that the workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement.

CONTRACTOR agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. The State reserves the right to verify the CONTRACTOR's evidence of coverage. In the event the CONTRACTOR fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

CONTRACTOR also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of CONTRACTOR's workers' compensation claims and losses by CONTRACTOR's officers, agents and employees related to the performance of this Agreement. CDCR Offenders are not the CONTRACTOR's officers, agents or employees.

Section 5.05 CDCR Non-Liability for Injuries Caused by Inmates.

Neither the State nor any State employee will be liable to the CONTRACTOR or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the CONTRACTOR any statement(s) known to State staff made by any inmate or parolee which indicate(s) violence that may result in any specific situation, the same responsibility will be shared by the CONTRACTOR in disclosing such statement(s) to the State.

Article VI

COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders.

The terms of this Agreement apply only to CDCR Offenders. Nothing in this Agreement shall be construed to impose upon the CDCR any financial or other obligations for any non-CDCR Offender housed in the Facility. The CONTRACTOR's costs of operations including start-up expenses, legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a CDCR Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the compensation set forth herein.

Section 6.02 Payment.

6.02.1 CDCR shall reimburse the CONTRACTOR a per offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Tallahatchie County Correctional Facility. CDCR shall reimburse the CONTRACTOR a per offender per day (per diem) rate of \$67.34 for each CDCR Offender housed at Red Rock Correctional Center and La Palma Correctional Center.

CDCR shall reimburse the CONTRACTOR a per offender per day (per diem) rate of \$61.00 for all CDCR Offenders housed at North Fork Correctional Facility.

6.02.2 Reimbursable Expenses as set forth in Sections 3.03, 3.04 and 4.05.1 of this Agreement or such other sections as may set forth a CDCR cost reimbursement obligation.

6.02.3 Nothing herein shall prevent the CONTRACTOR from seeking a per diem increase during any contract renewal year. Such per diem increase shall be subject to legislative appropriation.

Section 6.03 Change in Governing Standards.

If, during the course of this Agreement, changes are made to any governing policies, procedures, protocols or other governing standards referenced herein and CDCR requests that the CONTRACTOR make revisions to its operations to comply with said change, CONTRACTOR shall be given the opportunity to review the impact of the requested change, with respect to cost and operational practices, prior to implementing the change. Unless such compliance is required by statute or court order, CONTRACTOR shall not be required to make changes during the contract term that increase its costs or impact its operational practices unless the parties negotiate in good faith a modification to this Agreement for CDCR to provide adequate reimbursement or other compensation to the increased cost and/or to define the agreed implementation plan with corresponding timeline for those changes impacting operational practices. Provided further, the parties recognize that they have entered into this Agreement based upon currently existing operating requirements. Should a change in any of these requirements occur which necessitates a change in the scope of services and/or necessitates additional services so as to increase or decrease the cost of operating or performing other services as contemplated by this Agreement, either party may present documentation to support an increase or decrease to the per diem rate. Thereafter, the parties will use their best efforts to arrive at a mutually accepted increase or decrease in the per diem rate. Specifically it is understood that CDCR may require additional medical and healthcare staffing above that as shown in the staffing information provided by CONTRACTOR (said staffing information is attached hereto as Attachment A, and is incorporated into this Agreement by reference and specifically made a part hereof). In said event CDCR agrees to bear the actual cost incurred by CONTRACTOR in providing those additional medical and healthcare services.

Section 6.04 Billings.

CONTRACTOR will submit detailed invoices for payment of the compensation payable by CDCR to CONTRACTOR pursuant to the terms of Section 6.02, above, with supporting documentation to CDCR, in arrears on a monthly basis within five business days of month end, though the failure to do so shall not negate the obligation of CDCR to pay such invoice. CDCR will make payment within 45 days of receipt of the invoice.

Section 6.05 Taxes/Utilities.

CONTRACTOR shall pay all local, state, federal taxes and all utilities charged, incurred, or imposed with respect to the Facility.

Article VII

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Indemnification.

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature, including death resulting there from, to all persons, whether employees of the CONTRACTOR or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of the CONTRACTOR, including its officers, directors, employees, subcontractors, or agents, in performance of the duties of this Agreement. If any claims for such damage or injury, including death resulting there from, be made or asserted, whether or not such claims are based upon the CONTRACTOR's, including its officers, directors, employees, subcontractors, or agents, active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the CONTRACTOR agrees to indemnify, defend and hold harmless, the State and CDCR, their officers, agents, servants and employees, and the Receiver appointed in the Federal case of *Plata v. Brown*, from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, that the State and CDCR, their officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and the CONTRACTOR agrees to and does hereby assume, on behalf of the State and CDCR, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, CDCR or their contractors (if any), their officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State and CDCR, their officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, their officers, agents, servants or employees in any such action. Notwithstanding any provision herein to the contrary, the CONTRACTOR's responsibility and liability under this Section 7.01 does not include any responsibility or liability for CDCR Offender workers compensation claims. As part of the CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, the CONTRACTOR further agrees to hold harmless, defend and indemnify the State and CDCR for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim, whether frivolous or not, or suit which may be asserted or brought against the State, CDCR or the CONTRACTOR as a result of any injury or damage to any person or persons, including death, or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any CONTRACTOR or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the CONTRACTOR.

The CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and indemnify the State and CDCR for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the CONTRACTOR, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the CONTRACTOR on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the

United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

Section 7.02 Legal Proceedings.

The CONTRACTOR shall not be responsible for defending any post conviction action, including appeals and writs of habeas corpus, by any offender challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.03 Insurance.

The CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. The CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of California and its respective agencies shall be included as additional insured's under the policy of general liability insurance coverage issued to the CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insured's. Vehicle liability coverage for all vehicles used by the CONTRACTOR shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

The CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage, including employer liability, in the amount and manner required by law for all employees of the CONTRACTOR.

The CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the CONTRACTOR under this Contract and for which the CONTRACTOR may be liable to the State or CDCR under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

All insurance coverage shall be obtained by the CONTRACTOR through an insurance agent licensed in the state where the Facility is located and such coverage shall be provided by an insurance company licensed to issue such coverage in such state. No "self-insurance" coverage shall be acceptable unless the CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the state where the Facility is located, or is an insured member of a self-insurance group that is licensed to self-insure in such state. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State and CDCR.

All insurance coverage required to be obtained by the CONTRACTOR shall continue in full force and effect during the term of the Contract and any extension thereof. Proof of insurance policies must be delivered prior to the date on which the services of the CONTRACTOR shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in the state where the Facility is located and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The CONTRACTOR may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the CONTRACTOR, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

The CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum the CONTRACTOR may wish to purchase for its own benefit.

As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

Section 7.04 Certificate of Insurance and Cancellation.

During the performance of the management services hereunder, the CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to CDCR for the mutual protection and benefit of it and CDCR, naming CDCR as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the CONTRACTOR's operation and management services hereunder, whether same be by the CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CDCR shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to CDCR within fifteen (15) days of receipt by CONTRACTOR.

Section 7.05 Defense/Immunity.

By entering into the Contract, neither the State, CDCR nor the CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the CONTRACTOR may not assert the defense of sovereign immunity.

Section 7.06 Notice of Claims.

Within ten (10) business days after receipt by CDCR, or of any agent, employee or officer of CDCR, of a summons in any action, or within ten (10) business days of receipt by CDCR, or of any agent, employee or officer thereof, of notice of claim, CDCR, or any agent, employee or officer, shall notify the CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that the CONTRACTOR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in the CONTRACTOR's refusal to indemnify CDCR or any agent, employee or officer, but only if such failure to notify results in a prejudice to the CONTRACTOR, CDCR or any agent, employee or officer. The CONTRACTOR will provide CDCR similar notice of claims.

Section 7.07 Prior Occurrences.

The CONTRACTOR shall not be responsible for any losses or costs resulting from offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

Section 7.08 Waiver.

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 7.09 Risk of Physical Damage to Facility.

The risks and costs of physical damage to the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per offender day as provided in Article VI. This does not preclude CONTRACTOR from taking action against an offender who causes such damages.

Article VIII.

DEFAULT AND TERMINATION

Section 8.01 CDCR Default.

Each of the following shall constitute an Event of Default on the part of the CDCR:

- 8.01.1 Failure to pay any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due, provided such failure to pay shall not constitute an Event of Default if CDCR has withheld any payment to CONTRACTOR pursuant to statutory authority.
- 8.01.2 Failure by CDCR to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the CONTRACTOR.

Section 8.02 CONTRACTOR Default.

Each of the following shall constitute an Event of Default on the part of the CONTRACTOR:

- 8.02.1 The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by CONTRACTOR hereunder, which such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.
- 8.02.2 The failure of CONTRACTOR to meet or comply with any applicable federal or state requirement or law, which such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.
- 8.02.3 The failure of CONTRACTOR to comply with any applicable CDCR policy for which CONTRACTOR has not received a prior written waiver from CDCR, when such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor. Provided, however, the Contract Monitor shall not unilaterally provide written notices of deficiency regarding any areas where there is a conflict between Governing Standards, pursuant to Section 9.27, and until the CONTRACTOR and CDCR have had an opportunity to mutually agree upon the appropriate Governing Standard pursuant to Section 9.27.

8.02.4 If CONTRACTOR (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within sixty (60) days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.

8.02.5 The discovery by CDCR that any statement, representation or warranty in this Agreement on the part of CONTRACTOR is false, misleading, or erroneous in any material respect.

Section 8.03 Notice of Breach.

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Agreement pursuant to Section 2.03 of this Agreement.

Section 8.04 Time to Cure.

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Section 8.05 Remedy for Default.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to: reducing its claim to judgment, including seeking an award of attorney's fees and costs, taking action to cure the Event of Default, and termination of the Contract.

Section 8.06 Waiver.

No waiver of any breach of any terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 8.07 Termination for Immediate Threat.

The requirement of written notice and opportunity to cure as provided in Sections 8.02, 8.03 and 8.04 will not apply if the CDCR, in its sole discretion, determines that a CONTRACTOR default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees or offenders. In such event the parties shall mutually cooperate for an immediate return of CDCR offenders consistent with the availability of transportation and housing.

Section 8.08 Force Majeure.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision

shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Article IX

MISCELLANEOUS

Section 9.01 Integration.

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

Section 9.02 Disputes Contract or Billing Disputes.

As a condition precedent to CONTRACTOR's right to institute and pursue litigation or other legally available dispute resolution process, if any, CONTRACTOR agrees that all disputes and/or claims of CONTRACTOR arising under or related to the Agreement shall be resolved pursuant to the following processes. CONTRACTOR's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, CONTRACTOR agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. CONTRACTOR's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

Unless provided otherwise at the time of payment, the acceptance by CONTRACTOR of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to CONTRACTOR for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

CONTRACTOR and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt, in good faith, to resolve the dispute or claim by informal discussion(s). CONTRACTOR shall identify the issues and the relief sought.

The program or institution contract liaison shall issue an informal written statement to CONTRACTOR regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to CONTRACTOR of its option to file a formal appeal within thirty (30) days of the informal

statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to CONTRACTOR's satisfaction by the informal appeal process, CONTRACTOR may file with the Associate Director, Procurement and Contracts Branch (PCB), OBS, a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Associate Director
Procurement and Contracts Branch
Office of Business Services
California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, California 94283-0001

CONTRACTOR shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for CONTRACTOR's claim or dispute, and CONTRACTOR's legal, technical and/or other authority upon which CONTRACTOR bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If CONTRACTOR is a corporation, the written certification shall be signed by an officer thereof. If CONTRACTOR is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If CONTRACTOR is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, PCB, OBS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to CONTRACTOR's satisfaction, or CONTRACTOR has not received a written decision from the Associate Director, PCB, OBS, after thirty (30) calendar days, or other mutually agreed extension, CONTRACTOR may thereafter pursue its right to institute other dispute resolution process(es) if any, available under the laws of the State of California.

Section 9.03 Computer Software Management Memo.

CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Section 9.04 Accounting Principles – No Dual Compensation.

The CONTRACTOR will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a CONTRACTOR cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Section 9.05 Subcontractor/Consultant Information.

CONTRACTOR is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the CONTRACTOR shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

Section 9.06 Employment of Ex-Offenders.

CONTRACTOR cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a) Ex-Offenders on active parole or probation;
- b) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- c) Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the CONTRACTOR subject to the following limitations:

- a) CONTRACTOR shall obtain the prior written approval to employ any such ex-offender from the Out-of-State Administration Unit; and
- b) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

Section 9.07 Electronic Waste Recycling.

The CONTRACTOR certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. CONTRACTOR shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

Section 9.08 Excise Tax.

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Section 9.09 Licenses and Permits.

The CONTRACTOR shall be an individual or firm licensed to do business in the state in which the facility is located and shall obtain at CONTRACTOR's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, CONTRACTOR agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the CONTRACTOR fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Section 9.10 Conflict of Interest.

The CONTRACTOR and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

Former State Employees

- 1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an agreement in which he or she is engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the CONTRACTOR shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The CONTRACTOR shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the CONTRACTOR shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the CONTRACTOR, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors and/or shareholders.

The CONTRACTOR shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The CONTRACTOR shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the CONTRACTOR's business structure and/or status. This

includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the CONTRACTOR's business status or structure that could affect the performance of the CONTRACTOR's duties under the Agreement.

If the CONTRACTOR violates any provision of the above paragraphs, such action by the CONTRACTOR shall render this Agreement void at the option of CDCR.

Section 9.11 CONTRACTOR Employee Misconduct.

During the performance of this Agreement, it shall be the responsibility of the CONTRACTOR, whenever there is an allegation of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the CONTRACTOR has taken such remedial action, in the event of employee misconduct with inmates and/or parolees, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the CONTRACTOR, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the CONTRACTOR to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement. Nothing contained in this paragraph shall be deemed to constitute a waiver of any attorney/client privilege or of the work product doctrine privilege.

The CONTRACTOR shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the CONTRACTOR shall report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the CONTRACTOR's facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided the CONTRACTOR has evidence-based, reasonable suspicion of the crime or offense.

Section 9.12 Equal Employment Opportunity.

CONTRACTOR agrees to comply with all Equal Employment Opportunity laws applicable to the operation of the facility in State.

Section 9.13 Binding Nature.

Upon its execution by both parties, this Agreement shall be binding on the parties.

Section 9.14 Invalidity and Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event

that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

Section 9.15 Jurisdiction and Venue.

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

Section 9.16 Subcontracting and Assignment.

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the CDCR and any subcontractors, and no subcontract shall relieve the CONTRACTOR of CONTRACTOR's responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to CDCR for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the CDCR's obligation to make payments to the CONTRACTOR. As a result, the CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Section 9.17 California General Terms and Conditions – Incorporation by Reference.

By reference, all of the State of California's General Terms and Conditions posted on the California Department of General Services' internet address at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> are incorporated herein.

Section 9.18 Notices.

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement. CDCR and CONTRACTOR will be provided information on where to send notices prior to occupancy of Facilities.

Section 9.19 Confidentiality of Records.

CDCR and CONTRACTOR agree that all inmate records and inmate/patient record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement. CONTRACTOR, by acceptance of this Agreement, is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations 9cfr), Title 45, Sections 164.501 et seq.); the California Government Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Section 9.20 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations.

Unless otherwise provided, and when appropriate, CONTRACTOR agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR and the CONTRACTOR.

Section 9.21 Reporting.

CONTRACTOR shall submit to the CDCR Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in the CONTRACTOR's duties and obligations, regarding the performance of the Agreement. Such written analysis shall be in accordance with the procedures developed and prescribed by the CDCR. The preparation of reports in a timely manner shall be the responsibility of the CONTRACTOR and failure to comply may result in delay of payment of funds. Required reports shall be submitted to the CDCR not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.22 Records.

Unless otherwise provided CONTRACTOR shall compile and maintain a complete file of each CDCR Offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this Agreement, including medical, counseling, classification and disciplinary documents, in individual files. Further, the CONTRACTOR shall permit the CDCR or its designated representative to audit, inspect, and copy such files and records during the term of this Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement. Such files and records will be deemed to be the property of the CDCR and shall be available for inspection by the CDCR and shall be returned to the CDCR upon discharge of a CDCR Offender from Facility. The CONTRACTOR may keep copies of said documents as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CDCR. No files or records in which a CDCR Offender is individually identifiable by name, shall be released to any third party without express, advance authorization of CDCR, except in medical emergencies.

- 9.22.1 The CONTRACTOR shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Agreement. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which an Agreement payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Facility records. The CDCR's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which the CONTRACTOR sought reimbursement under this Agreement.
- 9.22.2 All such records, documents, communications and other materials shall be the property of CDCR and shall be maintained by the CONTRACTOR, in a central location with a designated custodian, on behalf of CDCR, for a period of three (3) years from the final payment of this Agreement, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal government had begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit finding.
- 9.22.3 CONTRACTOR shall permit the CDCR to audit and/or inspect its records during the term of this Agreement and for a period of three (3) years following the termination of the Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement.

Section 9.23 No Third Party Benefit Except As Provided.

This Agreement shall benefit and burden the parties hereto in accordance with its Terms and Conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement and the Receiver as provided in Section 4.05.6. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any CDCR Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. CDCR Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

Section 9.24 Survival of Certain Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all Terms and Conditions of this Agreement and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the CDCR as provided herein in the event of such failure to perform or comply by CONTRACTOR.

Section 9.25 Counterparts/Facsimile Signature.

This Agreement may be executed in counterparts. The parties shall exchange their executed counterpart to each other, both by first class mail. The parties may treat a facsimile signature as a valid signature and when both parties have executed this Agreement, they may transmit their signature on the contract to the other, and when mutually exchanged by facsimile, this Agreement may be deemed fully executed.

Section 9.26 Amendment.

This Agreement shall not be altered, changed or amended except by mutual consent of the parties in writing.

Section 9.27 Governing Standards.

In the event of a conflict between any of the governing standards, rules, regulations, policies or procedures referenced herein, including, but not limited to ACA, NCCHC, Title 15, CONTRACTOR policy and procedure, CDCR DOM, and CDCR rules, regulations and policies, then the CONTRACTOR and CDCR shall mutually agree upon the standard, rule, regulation, policy or procedure to be followed. If the CDCR Contract Monitor and Facility Warden are unable to reach an agreement within three (3) days, the conflict shall be resolved by the CONTRACTOR Chief Corrections Officer and CDCR Health Care Officer. The parties shall make a good faith effort to resolve the conflict and neither party shall unreasonably withhold their approval. In resolving the conflict, the parties shall take into account facility issues such as: security and uniformity of polices as well as specific needs of CDCR offender management. This provision shall not apply if compliance with a standard, rule, policy or procedure is required by court order.

Section 9.28 ADA.

CONTRACTOR agrees that by signing this Agreement, it is assuring CDCR that it complies with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq., as applicable, which prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the A.D.A.

STATE OF CALIFORNIA

J. Clark Kelso, Receiver

PRISON HEALTH CARE SERVICES



Memorandum

DATE: September 5, 2008

TO: ALL CDCR STAFF

SUBJECT: DISTRIBUTION OF INMATE DEATH REPORTING and REVIEW
POLICY, EFFECTIVE SEPTEMBER 5, 2008

This memo is to notify you that the Death Reporting and Review policy for California Prison Health Care Services (CPHCS) is revised in concert with Judge Henderson's September 6, 2006, court order. These policies go into effect immediately.

The CPHCS Death Review Reporting and Review policy establishes the processes and procedures for reporting inmate deaths and the protocols for reviewing these deaths. Attached to the policy is a flowchart that provides a quick reference for reporting a death along with the approved forms that are to be completed to report a death.

The policies establish required reporting timelines and provide options that can be utilized to submit the required reports and information to the Death Review Unit to ensure that proper notification has been received from the institutions when a death has occurred.

The Death Review Unit processes the review of all inmate deaths. Each region is assigned an analyst to ensure that death reporting information is reviewed and processed according to the policy. The analysts in the Death Review Unit are available to provide support in the implementation of these policies. Their contact information is as follows:

Northern Region
Tess Rico, Analyst
(916) 323-2346

Central Region
Ming Chu, Analyst
(916) 327-0508

Southern Region
Pamela Rice, Analyst
(916) 445-1347

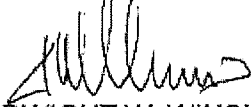
Any additional questions that you may have can be directed to Janai Sims, SSM I, Death Review Unit at (916) 324-6876.

I look forward to your continued commitment to ensuring the "*Patient is the Priority*" by reporting inmate deaths per the provisions contained in the Death Reporting and Review Policy.

Death Review and Reporting Policy
Page 2 of 2
September 5, 2008

Please ensure this policy is distributed to all staff, including those that do not have access to e-mail.

Cordially,



DWIGHT W. WINSLOW, M.D.
Chief Physician Executive
California Prison Health Care Services

Death Reporting and Review Policy **Division of Correctional Health Care Services**

CHAPTER 7

Death Reporting and Review Policy

I. POLICY

All deaths of inmates/patients under the jurisdiction of the California Department of Corrections and Rehabilitation (CDCR) shall be reported and reviewed in a timely manner. Appropriate actions shall be taken to address deficiencies in care.

The Chief Physician Executive has the overall responsibility for ensuring the timely and appropriate review and follow-up of each inmate/patient death, and for ensuring compliance with the policies and procedures related to inmate/patient death reporting and review.

II. PURPOSE

- To reduce the incidence of preventable death, injury, and suffering.
- To evaluate the overall quality of health care provided.
- To identify opportunities for improvement.
- To implement corrective measures locally and system wide.
- To allow for statistical analysis for the purpose of improving the delivery of health care throughout the system.

III. PROCEDURE

A. DEATH REPORTING and DOCUMENT SUBMISSION

1) Initial Inmate Death Report – 7229 A&B

When an inmate-patient dies, the institution **Chief Medical Officer (CMO)** shall:

- Notify all institution Department Heads within the institution (Warden, Health Care Manager [HCM], Director of Nursing [DON] Chief of Mental Health, if applicable).
- Notify the Death Review Analyst (DRA) at Central Office, Division of Correctional Health Care Services (DCHCS) by 8:00 a.m. the day after the inmate death. Fax the below documents to the DRA. Notification shall be sent via fax to (916) 323-2458 or by email to DeathReviewUnit@cdcr.ca.gov.

Initial Inmate Death Report:

7229 A – (for all inmate deaths - Attachment I)

7229 B – (for all Suicides in addition to the 7229A – Attachment II)

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Division of Correctional Health Care Services

B. DAILY AND WEEKLY DEATH REPORTING - CENTRAL OFFICE

The DRA shall compile a list of all reported deaths daily. The DRA shall send a daily report by 9:00 a.m. each business day to the Chief Physician Executive, Regional Medical and Nursing Directors, and to the Office of the Receiver by 10:00 a.m. every Friday, the DRA will issue a summary report of all deaths occurring that week to the Chief Physician Executive, Regional Medical and Nursing Directors, Regional Administrators and to the Office of the Receiver.

C. DEATH REVIEW

The DRA shall assign a Medical Death Reviewer to perform an in-depth evaluation of the death. The Reviewer assigned shall be a Mid-level Provider or Physician who is approved by the Chief Physician Executive to perform death reviews. The Reviewer cannot evaluate the case if they have provided care to the inmate/patient within 48-hours prior to the death.

The Reviewer shall prepare a detailed case summary utilizing the most recent version of the Death Review Summary Template. The Medical Death Review shall be completed within 10 weeks from the date of death. The Reviewer shall consider, at a minimum, the Unit Health Record (UHR), outside hospital records, and autopsy/coroner's report. The Reviewer shall identify problems with clinical care, policy, or procedure. Upon completion, the Reviewer shall electronically submit the Death Review Summary to the DRA. The DRA will schedule the presentation of the Review to the Death Review Committee.

For any suicide, the DRA shall provide Mental Health Services a copy of the completed Death Review Summary.

D. ROLE OF THE DRA

The DRA is the central point of contact to receive, route, track, coordinate and file information in a timely manner from the initial death reporting until the death review is completed and the case is closed. The DRA is responsible for tracking the status of each inmate/patient death reporting and review. The DRA shall be responsible for compiling all records and will provide all documentation to the Medical Death Reviewer.

E. DEATH REVIEW COMMITTEE

Purpose:

The Death Review Committee shall meet regularly for the purpose of:

- Evaluating the health care provided to inmate/patients who have died.

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- Identifying deficiencies in care.
- Taking action to improve care.

Members:

The Death Review Committee shall be composed of the following persons:

- Chief Physician Executive or designee, Chairperson
- Correctional Administrator, Co-Chairperson
- Regional Medical Directors
- Regional Director of Nursing
- Division of Adult Institutions Representative
- Others as determined by the Chairperson

F. CORRECTIVE ACTION PLANS

At each meeting, the Death Review Committee shall review the problems that are identified in the Death Review Summary and order appropriate action. If a problem cannot be addressed by referral to the Peer Review Sub-Committee, Nursing Practice Review, the Division of Adult Institutions, or the Office of Internal Affairs, the Death Review Committee may order a Corrective Action Plan (CAP).

When a CAP is ordered by the Death Review Committee, the Regional Medical Director and Regional Director of Nursing shall consider existing CAP's, clinical initiatives, and clinical policies. If the Regional Medical Director and Regional Director of Nursing conclude that the CAP's goals can be met by existing statewide initiatives, a previously-issued CAP, or current clinical policy, the request for a CAP will be sent back to the Death Review Committee Chair. If needed the Regional Medical Director and Regional Director of Nursing will assign responsibility to develop, implement, and report the progress on the CAP. Timelines for the CAP will be determined by the Regional Medical and Nursing Directors in collaboration with the responsible staff at the institution. The CAP must be reviewed and approved by the Regional Medical Director and Regional Director of Nursing before implementation.

The responsible individual(s) at the institution shall prepare a follow up report regarding the corrective action(s) recommended by the Death Review Committee. All appropriate supporting documentation confirming these actions have been taken (i.e., a syllabus and sign in sheets from any training provided to staff, non-confidential documentation of any disciplinary action taken and any other appropriate documentation) shall be attached to this report. The responsible staff shall sign the report along with the CMO, the DON, and the HCM, and if applicable, the Warden or Chief Psychiatrist shall sign this report. The institution shall retain a copy of the report and forward the original to the DRA. The report is due within thirty (30) days following the implementation of the required corrective action.

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A copy of the follow up report shall be forwarded to the respective Regional Administrator, Regional Medical Director and Regional Director of Nursing.

G. REPORTING / STATISTICAL DEATH REPORTS

Quarterly Statistical Death Reports shall be generated by the DRA and provided to the Chief Physician Executive, Office of the Receiver, Director, DCHCS, Regional Medical Directors, Regional Directors of Nursing, and Regional Administrators.

H. REPORTING / DEPARTMENT OF JUSTICE STATE AND FEDERAL

Each institution shall report in writing to the California Attorney General (DOJ) within ten (10) days after the death, all facts in their possession concerning the death, in compliance with Government Code Section 12525.

The following reports and records shall be delivered to the Department of Justice, Criminal Justice Statistics Center, Death in Custody Unit, P.O. Box 903427, Sacramento, CA 94203-4270:

- DOJ Form, CJSC 713 (Rev. 11/05)
- Complete incident report or report of death, as applicable
- Completed copy of the death certificate
- Fingerprint card (two sets)
- Coroner's report, if applicable

For questions, contact the Death in Custody Unit, DOJ, at (916) 227-3549.

Per the federal *Death in Custody Reporting Act of 2000*, the DRA shall prepare and provide on a quarterly basis to the United States Department of Justice (USDOJ), a report that directly correlates with and answers all questions required on USDOJ Forms NPS-4 and NPS-4A (Rev. 2-20-08) for each inmate death; including deaths under our jurisdiction housed in a State-operated correctional facility in another State or Federal facility.

The data must be submitted within 60 days of the end of each quarter to the U.S. Census Bureau, Governments Division, CJSB, 4600 Silver Hill Road, Washington DC 20233-6800.

For questions, contact U.S. Census Bureau toll free at 1-800-253-2078.

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2) Incident Report – 837 A, B, & C

When an inmate-patient dies, the institution **Warden** shall:

- Within 7 calendar days of the inmate death fax the below custody documents to the DRA. Notification shall be sent via fax to (916) 323-2458 or by email to DeathReviewUnit@cdcr.ca.gov.

Incident Reports:

CDCR Form 837-A - (Attachment III)

CDCR Form 837-B - (Attachment IV)

CDCR Form 837-C - (suicide deaths in addition to 837 A&B - Attachment V)

3) Unit Health Record (UHR)

When an inmate-patient dies, the institution **CMO** shall:

- Within 14 calendar days ensure that a copy of the following UHR documents are sent to the DRA. The UHR records shall be sent via fax to (916) 323-2458, by email to DeathReviewUnit@cdcr.ca.gov, or overnight mail to:
California Department of Corrections and Rehabilitation

Plata Support Division

Death Review Unit

520 I Street, Suite 315

Sacramento, CA 95812

Unit Health Record:

- UHR from 12 months prior to inmate death (non-suicide)
- Entire UHR (suicide only or special request)
- Correctional Treatment Center records, if applicable
- Community Emergency Medical Services (EMS) generated documents, if applicable
- Outside Hospital documents, if applicable
- Emergency Care flow sheets, if applicable
- CDCR Form 7219, if applicable

If the required documents are not submitted within the required time, the DRA shall notify the respective Regional Clinical Support Unit CMO requesting assistance with document acquisition.

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IV REVISIONS

The Chief Physician Executive or designee shall be responsible for ensuring the contents of this policy are current and accurate.

V. AUTHORITY

California Code of Regulations, Title 15, Section 3365

Department Operations Manual, Article 7, Subsection 51070.1 through 51070.20

Government Code Section 12525

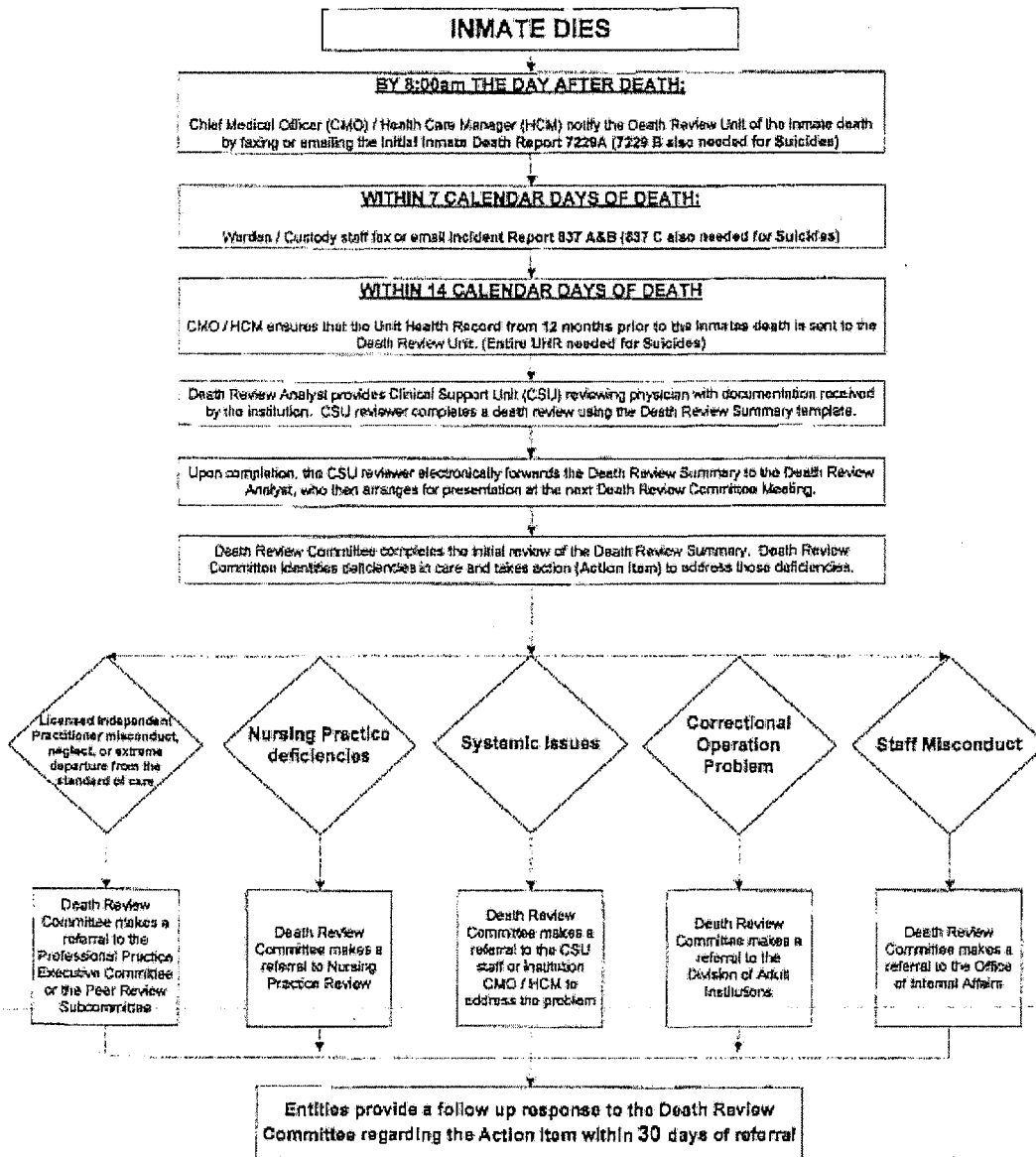
Federal Death in Custody Reporting Act of 2000 (PL 106-297)

Penal Code Sections 5058 and 5021

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Flowchart - Death Reporting and Review Policy (7/9/08)



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Attachments

- 1) **Attachment I – Initial Inmate Death Report-7229A**
- 2) **Attachment II – Initial Inmate Death Report-7229B**
- 3) **Attachment III – Incident Report-837A**
- 4) **Attachment IV – Incident Report-837B**
- 5) **Attachment V – Incident Report-837C**

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INITIAL INMATE DEATH REPORT CDCR 7229 B – INMATE SUICIDE

(not to be included in the inmate's Unit Health Record – UHR)

Please type or print legibly

1. Inmate Name: _____ CDC#: _____
2. Act leading to death / Date: _____ Time: _____ Place: _____
 Method: _____
3. Date of arrival at Institution: _____ Last Housing Unit: _____
4. Was inmate in MH Program? Yes () No ()
 If yes, level of care: CCMS _____ EOP _____ MHCB _____ Referred to DMH _____
5. If admitted to Crisis Bed, status on admission: Danger to self () Danger to Others ()
 Low-Functioning () Other () Specify: _____
6. Diagnosis, if any: Axis I: 1 _____ 2 _____
 Axis II: _____ Axis III: _____
 Axis IV: _____ Axis V: _____
 Problem behaviors exhibited: _____
7. Was inmate considered a suicide risk? Yes () No ()
8. Was inmate on Suicide Precautions? Watch _____ Other type of observation _____
9. Any recent (within the last 3 months) suicidal gesture or attempt noted in chart?
 Yes () No () Describe: _____
10. Past History of Suicide Attempts? Yes () No () Describe: _____
11. Did treatment involve use of psychotropic medications? Yes () No ()
12. Did patient refuse medications? Yes () No ()
13. Were procedures started to medicate patient involuntarily per Keyhea? Yes () No ()
14. Were emergency procedures following suicidal act prompt? Yes () No ()
15. Did emergency procedures include Cardiopulmonary Resuscitation (CPR) or
 Advanced Cardiac Life Support (ACLS)? Yes () No () By whom? C/O _____ MTA
 _____ PT _____ RN _____ MD _____ Problems with Resuscitation? _____
16. Psychosocial factors, if any, that precipitated suicidal behavior? Receiving a CDC
 115 disposition / penalty () Receiving Bad News () Three Strikes () Other ()
 Specify: _____
17. Date of last Mental Health staff contact prior to suicidal act: _____
18. Last seen by Psychiatrist () Psychologist () Social Worker () Psych Tech () Other ()
19. Staff assigned to complete Psychological Autopsy _____
20. Additional Information: _____

Reviewed by HCM: Signature _____ Date _____

INSTITUTION:		CDC NUMBER, NAME (LAST, FIRST, MI) AND DATE OF BIRTH:	
NAME & TITLE OF PERSON COMPLETING FORM:			
TELEPHONE NUMBER:	DATE:		
INMATE DEATH REPORT / SUICIDE CDC 7229 B (3/97)			

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART A - COVER SHEET
 CDCR 837-A (REV. 10/06)

Page of INCIDENT LOG NUMBER _____ INCIDENT DATE _____ INCIDENT TIME _____

INSTITUTION	FACILITY	FACILITY LEVEL <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> RC <input type="checkbox"/> III <input type="checkbox"/> IV	INCIDENT SITE	LOCATION	PROGRAM	ADSEG YARD	USE OF FORCE:
SPECIFIC CRIME / INCIDENT					<input type="checkbox"/> CCR <input type="checkbox"/> PC <input type="checkbox"/> N/A NUMBER / SUBSECTION		
D.A. REFERRAL ELIGIBLE <input type="checkbox"/> Yes <input type="checkbox"/> No		CRISIS RESPONSE TEAM ACTIVATED <input type="checkbox"/> Yes <input type="checkbox"/> No		MUTUAL AID <input type="checkbox"/> Yes <input type="checkbox"/> No		PIO/AA NOTIFIED <input type="checkbox"/> Yes <input type="checkbox"/> No	

RELATED INCIDENTS / OTHER CASES THAT APPLY (N/A)

DEATH	CAUSE OF DEATH	ASSAULT / BATTERY	TYPE OF ASSAULT / BATTERY
<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> ACCIDENTAL <input type="checkbox"/> EXECUTION <input type="checkbox"/> HOMICIDE <input type="checkbox"/> SUICIDE	<input type="checkbox"/> OVERDOSE <input type="checkbox"/> NATURAL <input type="checkbox"/> UNKNOWN OTHER:	<input type="checkbox"/> N/A <input type="checkbox"/> BEATING <input type="checkbox"/> GASSING <input type="checkbox"/> POISONING <input type="checkbox"/> SEXUAL <input type="checkbox"/> SHOOTING
	<input type="checkbox"/> NATURAL <input type="checkbox"/> UNKNOWN OTHER:	<input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> SLASHING <input type="checkbox"/> SPEARING <input type="checkbox"/> STABBING <input type="checkbox"/> STRANGLING <input type="checkbox"/> OTHER

SERIOUS INJURY	INMATE WEAPONS	TYPE OF WEAPON / SHOTS FIRED / FORCE
<input type="checkbox"/> N/A <input type="checkbox"/> INMATE <input type="checkbox"/> STAFF <input type="checkbox"/> VISITOR <input type="checkbox"/> OTHER	<input type="checkbox"/> N/A <input type="checkbox"/> CHEMICAL SUBSTANCE <input type="checkbox"/> CLUB / BLUDGEON <input type="checkbox"/> EXPLOSIVE <input type="checkbox"/> FIREARM <input type="checkbox"/> HANDS / FEET <input type="checkbox"/> KNIFE <input type="checkbox"/> SAP / SLUNG SHOT <input type="checkbox"/> PROJECTILE <input type="checkbox"/> SPEAR <input type="checkbox"/> SLASHING INSTRUMENT: (TYPE) <input type="checkbox"/> STABBING INSTRUMENT: (TYPE) <input type="checkbox"/> OTHER: <input type="checkbox"/> BODILY FLUID <input type="checkbox"/> OTHER FLUID <input type="checkbox"/> UNKNOWN LIQUID	<input type="checkbox"/> N/A <input type="checkbox"/> WEAPON: <input type="checkbox"/> MINI 14 <input type="checkbox"/> .38 CAL <input type="checkbox"/> 9MM <input type="checkbox"/> SHOTGUN <input type="checkbox"/> LAUNCHER <input type="checkbox"/> 37MM <input type="checkbox"/> LB <input type="checkbox"/> 40MM <input type="checkbox"/> 40 MM MULTI <input type="checkbox"/> HFWRS <input type="checkbox"/> FORCE: <input type="checkbox"/> EXPANDABLE BATON <input type="checkbox"/> PHYSICAL FORCE <input type="checkbox"/> X10 <input type="checkbox"/> OTHER
	TYPE: <input type="checkbox"/> COMMERCIAL WEAPON <input type="checkbox"/> INMATE MANUFACTURED WEAPON	WARNING EFFECT: <input type="checkbox"/> BATON ROUND TYPE / NO: <input type="checkbox"/> WOOD <input type="checkbox"/> RUBBER <input type="checkbox"/> FOAM STINGER: <input type="checkbox"/> .32 (A) <input type="checkbox"/> .60 (B) EXACT IMPACT: <input type="checkbox"/> CTS 4557 <input type="checkbox"/> XM 1008 CHEMICAL / TYPE: <input type="checkbox"/> OC <input type="checkbox"/> CN <input type="checkbox"/> CS

CONTROLLED SUBSTANCE	WEIGHT	PROGRAM STATUS	EXCEPTIONAL ACTIVITY
<input type="checkbox"/> N/A <input type="checkbox"/> POSITIVE UA <input type="checkbox"/> CONTROLLED SUBSTANCE <input type="checkbox"/> AMPHETAMINE <input type="checkbox"/> BARBITURATES <input type="checkbox"/> COCAINE <input type="checkbox"/> CODEINE <input type="checkbox"/> HEROIN <input type="checkbox"/> MARIJUANA / THC <input type="checkbox"/> METHAMPHETAMINE <input type="checkbox"/> MORPHINE <input type="checkbox"/> OTHER:	<input type="checkbox"/> WITH PACKAGING <input type="checkbox"/> W/O PACKAGING PRELIMINARY LAB	<input type="checkbox"/> N/A <input type="checkbox"/> MODIFIED PROGRAM <input type="checkbox"/> LOCKDOWN <input type="checkbox"/> STATE OF EMERGENCY <input type="checkbox"/> OTHER LIST AFFECTED PROGRAMS	<input type="checkbox"/> N/A <input type="checkbox"/> EMPLOYEE JOB ACTION <input type="checkbox"/> ENVIRONMENTAL HAZARD <input type="checkbox"/> EXPLOSION <input type="checkbox"/> FIRE <input type="checkbox"/> GANGS/DISRUPTIVE GROUP <input type="checkbox"/> HOSTAGE <input type="checkbox"/> INMATE STRIKE <input type="checkbox"/> MAJOR DISTURBANCE <input type="checkbox"/> MAJOR POWER OUTAGE <input type="checkbox"/> NATURAL DISASTER <input type="checkbox"/> PUBLIC DEMONSTRATION <input type="checkbox"/> SPECIAL INTEREST I/M <input type="checkbox"/> WEATHER <input type="checkbox"/> SEARCH WARRANT <input type="checkbox"/> ARREST <input type="checkbox"/> OTHER: EXTRACTION <input type="checkbox"/> N/A <input type="checkbox"/> CALCULATED <input type="checkbox"/> EMERGENCY

BRIEF DESCRIPTION OF INCIDENT (ONE OR TWO SENTENCES)

COMPLETE SYNOPSIS / SUMMARY ON PART A1

NAME OF REPORTING STAFF (PRINT/TYPE)	TITLE	ID#	BADGE #
SIGNATURE OF REPORTING STAFF	PHONE EXT. INCIDENT SITE	DATE	
NAME OF WARDEN / ACD (PRINT/ SIGN)	TITLE	DATE	

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART A1 - SUPPLEMENT
 CDCR 837-A1 (REV. 10/06)

Page _____ of _____		INCIDENT LOG NUMBER	
INSTITUTION	FACILITY	INCIDENT DATE	INCIDENT TIME
TYPE OF INFORMATION:			
<input type="checkbox"/> SYNOPSIS/SUMMARY OF INCIDENT <input checked="" type="checkbox"/> SUPPLEMENTAL INFORMATION <input checked="" type="checkbox"/> AMENDED INFORMATION <input checked="" type="checkbox"/> CLOSURE REPORT			

CHECK IF NARRATIVE IS CONTINUED ON ADDITIONAL A1

NAME OF REPORTING STAFF (PRINT/TYPE)	TITLE	ID#	BADGE #
SIGNATURE OF REPORTING STAFF		PHONE EXT. INCIDENT SITE:	DATE
NAME OF WARDEN / AOD (PRINT/ SIGN)		TITLE	DATE

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART B1 - INMATE
 CDCR 837-B1 (REV. 10/06)

Page _____ Of _____

INSTITUTION		FACILITY			INCIDENT LOG NUMBER				
INMATE - ENTIRE SHEET									
NAME: LAST		FIRST		MI	CDC #	SEX	ETHNICITY	FBI #:	CII #
PARTICIPANT	CLASS SCORE	PVRTC	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	RELEASE Date Type	EXTRACTION	DOB	HOUSING
<input type="checkbox"/> VICTIM		<input type="checkbox"/> YES					<input type="checkbox"/> YES		
<input type="checkbox"/> SUSPECT		<input type="checkbox"/> NO					<input type="checkbox"/> NO		
<input type="checkbox"/> WITNESS									
INMATE LEVEL		CCCMS		EOP	DMH	COMMITMENT OFFENSE		COUNTY OF COMMITMENT	
<input type="checkbox"/> N/A		<input type="checkbox"/> MHCBS	<input type="checkbox"/> DDP	<input type="checkbox"/> DPP					
DESCRIPTION OF INJURIES							Injury Location - Cause - Force Used		
<input type="checkbox"/> N/A		<input type="checkbox"/> TREATED AND RELEASED		<input type="checkbox"/> HOSPITALIZED		NAME/LOCATION OF HOSPITAL/TREATMENT FACILITY			
<input type="checkbox"/> DECEASED DATE				<input type="checkbox"/> REFUSED TREATMENT		<input type="checkbox"/> N/A			
Reason For Death		Is There Serious Injury		PRISON GANG / DISRUPTIVE GROUP:		VALIDATED / ASSOCIATED			
		<input type="checkbox"/> YES		<input type="checkbox"/> N/A		<input type="checkbox"/> VALIDATED			
		<input type="checkbox"/> NO				<input type="checkbox"/> ASSOCIATED			
NAME: LAST		FIRST		MI	CDC #	SEX	ETHNICITY	FBI #:	CII #
PARTICIPANT	CLASS SCORE	PVRTC	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	LWOP	EXTRACTION	DOB	HOUSING
<input type="checkbox"/> VICTIM		<input type="checkbox"/> YES					<input type="checkbox"/> YES		
<input type="checkbox"/> SUSPECT		<input type="checkbox"/> NO					<input type="checkbox"/> NO		
<input type="checkbox"/> WITNESS									
INMATE LEVEL		CCCMS		EOP	DMH	COMMITMENT OFFENSE		COUNTY OF COMMITMENT	
<input type="checkbox"/> N/A		<input type="checkbox"/> MHCBS	<input type="checkbox"/> DDP	<input type="checkbox"/> DPP					
DESCRIPTION OF INJURIES							Injury Location - Cause - Force Used		
<input type="checkbox"/> N/A		<input type="checkbox"/> TREATED AND RELEASED		<input type="checkbox"/> HOSPITALIZED		NAME/LOCATION OF HOSPITAL/TREATMENT FACILITY			
<input type="checkbox"/> DECEASED DATE				<input type="checkbox"/> REFUSED TREATMENT		<input type="checkbox"/> N/A			
Reason For Death		Is There Serious Injury		PRISON GANG / DISRUPTIVE GROUP:		VALIDATED / ASSOCIATED			
		<input type="checkbox"/> YES		<input type="checkbox"/> N/A		<input type="checkbox"/> VALIDATED			
		<input type="checkbox"/> NO				<input type="checkbox"/> ASSOCIATED			
NAME: LAST		FIRST		MI	CDC #	SEX	ETHNICITY	FBI #:	CII #
PARTICIPANT	CLASS SCORE	PVRTC	DATE RECD BY CDC	DATE RECD BY INST	ANTICIPATED RELEASE DATE	LWOP	EXTRACTION	DOB	HOUSING
<input type="checkbox"/> VICTIM		<input type="checkbox"/> YES					<input type="checkbox"/> YES		
<input type="checkbox"/> SUSPECT		<input type="checkbox"/> NO					<input type="checkbox"/> NO		
<input type="checkbox"/> WITNESS									
INMATE LEVEL		CCCMS		EOP	DMH	COMMITMENT OFFENSE		COUNTY OF COMMITMENT	
<input type="checkbox"/> N/A		<input type="checkbox"/> MHCBS	<input type="checkbox"/> DDP	<input type="checkbox"/> DPP					
DESCRIPTION OF INJURIES							Injury Location - Cause - Force Used		
<input type="checkbox"/> N/A		<input type="checkbox"/> TREATED AND RELEASED		<input type="checkbox"/> HOSPITALIZED		NAME/LOCATION OF HOSPITAL/TREATMENT FACILITY			
<input type="checkbox"/> DECEASED DATE				<input type="checkbox"/> REFUSED TREATMENT		<input type="checkbox"/> N/A			
Reason For Death		Is There Serious Injury		PRISON GANG / DISRUPTIVE GROUP:		VALIDATED / ASSOCIATED			
		<input type="checkbox"/> YES		<input type="checkbox"/> N/A		<input type="checkbox"/> VALIDATED			
		<input type="checkbox"/> NO				<input type="checkbox"/> ASSOCIATED			

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CRIME / INCIDENT REPORT
PART B2 - STAFF
CDCR 837-B2 (REV. 10/06)

Page ____ of ____

INSTITUTION		FACILITY		INCIDENT LOG NUMBER			
IDENTIFICATION SHEET							
NAME: LAST		FIRST		MI	TITLE		SEX ETHNICITY RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION	
<input checked="" type="checkbox"/> N/A							
<input type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		Is There Serious Injury		TYPE OF FORCE:	
				<input checked="" type="radio"/> No <input checked="" type="radio"/> Yes			
NAME: LAST		FIRST		MI	TITLE		SEX ETHNICITY RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION	
<input checked="" type="checkbox"/> N/A							
<input checked="" type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		Is There Serious Injury		TYPE OF FORCE:	
				<input checked="" type="radio"/> No <input checked="" type="radio"/> Yes			
NAME: LAST		FIRST		MI	TITLE		SEX ETHNICITY RDO'S
PARTICIPANT #Name?		BADGE # #Name?	ID # #Name?	POST ASSIGN # #Name?		POSITION #Name?	
<input checked="" type="checkbox"/> N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION:							
<input checked="" type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		Is There Serious Injury		TYPE OF FORCE:	
				<input checked="" type="radio"/> No <input checked="" type="radio"/> Yes			
NAME: LAST		FIRST		MI	TITLE		SEX ETHNICITY RDO'S
PARTICIPANT		BADGE #	ID #	POST ASSIGN #		POSITION	
<input checked="" type="checkbox"/> N/A DESCRIPTION OF INJURIES, LOCATION AND CAUSE:							
<input checked="" type="checkbox"/> N/A NAME/ LOCATION OF HOSP/ FACILITY		<input checked="" type="checkbox"/> N/A		<input checked="" type="checkbox"/> TREATED AND RELEASED		USED FORCE PROCESSED EVIDENCE	
Reason For Death		<input checked="" type="checkbox"/> REFUSED TREATMENT		<input checked="" type="checkbox"/> HOSPITALIZED		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input checked="" type="checkbox"/> DECEASED DATE		Is There Serious Injury		TYPE OF FORCE:	
				<input checked="" type="radio"/> No <input checked="" type="radio"/> Yes			

STATE OF CALIFORNIA

CRIME / INCIDENT REPORT
PART B3 - VISITOR, OTHER
 CDCR 837-B3 (REV. 10/06)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Page ____ of ____

INSTITUTION		FACILITY		INCIDENT LOG NUMBER		
VISITOR, OTHER (ENTIRE SHEET)						
NAME: LAST		FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
<input type="checkbox"/> N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION						
PARTICIPANT		Is There Serious Injury	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> DECEASED DATE	NAME/ LOCATION OF HOSP/ TREAT FACILITY	
PARTICIPANT TYPE		<input checked="" type="radio"/> No <input type="radio"/> Yes	Type Of Death			
NAME: LAST		FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
<input type="checkbox"/> N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION						
PARTICIPANT		Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> DECEASED DATE	NAME/ LOCATION OF HOSP/ TREAT FACILITY	
PARTICIPANT TYPE		<input type="radio"/> No <input checked="" type="radio"/> Yes	Type Of Death			
NAME: LAST		FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
<input checked="" type="checkbox"/> N/A DESCRIPTION OF INJURIES, CAUSE AND LOCATION						
PARTICIPANT		Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> DECEASED DATE	NAME/ LOCATION OF HOSP/ TREAT FACILITY	
PARTICIPANT TYPE		<input type="radio"/> No <input checked="" type="radio"/> Yes	Type Of Death			
NAME: LAST		FIRST	MI	TYPE OF ID AND ID #	SEX	ETHNICITY
<input type="checkbox"/> N/A DESCRIPTION OF INJURIES						
PARTICIPANT		Is There Serious Injury	<input type="checkbox"/> N/A <input type="checkbox"/> HOSPITALIZED <input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> DECEASED DATE	<input type="checkbox"/> TREATED AND RELEASED <input type="checkbox"/> DECEASED DATE	NAME/ LOCATION OF HOSP/ TREAT FACILITY	
PARTICIPANT TYPE		<input checked="" type="radio"/> No <input type="radio"/> Yes	Type Of Death			

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS AND REHABILITATION

**CRIME / INCIDENT REPORT
PART C2 - REVIEW NOTICE**

CDCR 837-C2 (REV. 10/06)

Page ____ of ____

INCIDENT LOG NUMBER

NAME LAST	FIRST	MI	INCIDENT DATE
-----------	-------	----	---------------

CHECK IF CONTINUED ON ADDITIONAL PART C2

Your report concerning the above referenced incident has been reviewed and the following information is required:

- PREPARE a CDCR 837-C1 Supplement report clarifying the issues listed below.
- PREPARE a CDCR 837-C1 Supplement report providing additional information regarding the issues listed below.
- PREPARE a CDCR 837-A1 Supplement report clarifying the issues listed below.
- PREPARE a CDCR 837-A1 Supplement report to amend the information regarding the issues listed below.

DUE BY: _____ RETURN TO: _____

NAME OF REVIEWER (PRINT)	TITLE	SIGNATURE	DATE
--------------------------	-------	-----------	------

Programs Participation Chart

PROGRAM PARTICIPATION TABLE	LA PALMA	NORTH FORK	RED ROCK	TALLAHATCHIE
PROGRAM/WORK ASSIGNMENTS¹				
Academic Education ²	22%	25%	29%	41%
Career Technical Education ²	4%	14%	6%	7%
Work	58%	42%	42%	34%
Addictions Treatment ³	110	110	110	100
Cognitive Habilitation ³	55	110	110	100

¹ Programs offered may vary based upon fluctuation in inmate population, resources available and programmatic need of the population

² Education Enrollment could fluctuate +/- 20%

³ These programs are based in housing units. The numbers represent beds available for eligible offenders. If there are not enough eligible offenders for the available beds based on a reduction in offender population, availability of the program will be re-evaluated.

Attachment E

CCA AUTHORIZED WEAPONS AND ACCESSORIES FOR CDCR CONTRACT

EQUIPMENT & GEAR											
ITEM	VENDOR	PART NUMBER	SYSTEM	DISPERSAL	INST	SORT	TRANS	INDOOR	OUTDOOR	OUTDOOR	TRAINING
PepperBall 180 round launcher	PepperBall	20098	NA	DIRECT IMPACT and Area Saturation	X	X		X	X	X	
PepperBall OC Rounds	PepperBall	PP3-R375	P-BALL LAUNCHER	OC-POWDER	X	X		X	X	X	
PepperBall Training Rounds	PepperBall	PP3-P375	LAUNCHER	POWDER	X	X		X	X	X	
ALS - OC Products											
O/C Spray (1.5 oz.) stream	ALS	ALSOC15	AEROSOL	STREAM	X	X	X	X	X	X	
CONE	ALS	ALSOC15c	AEROSOL	FOGGER	X	X		X	X	X	
FOAM	ALS	ALSOC15f	AEROSOL	FOAM	X	X	X	X	X	X	
FOGGER (1.5 oz)	ALS	ALSOC15fog	AEROSOL	FOGGER	X	X		X	X	X	
INERT STREAM	ALS	ALSOC15i	AEROSOL	STREAM	X			X	X	X	
O/C spray (3.1 oz.) stream	ALS	ALSOC31	AEROSOL	STREAM	X	X	X	X	X	X	
CONE	ALS	ALSOC31c	AEROSOL	FOGGER	X	X		X	X	X	
FOAM	ALS	ALSOC31f	AEROSOL	FOAM	X	X	X	X	X	X	
FOGGER (3.1 oz)	ALS	ALSOC31fog	AEROSOL	FOGGER	X	X		X	X	X	
INERT STREAM	ALS	ALSOC31i	AEROSOL	STREAM	X			X	X	X	
O/C Spray (9.2 oz.) stream	ALS	ALSOC92	AEROSOL	STREAM	X	X	X	X	X	X	
CONE	ALS	ALSOC92c	AEROSOL	FOGGER	X	X		X	X	X	
FOGGER (14 oz)	ALS	ALSOC92fog	AEROSOL	FOGGER	X	X		X	X	X	
ALS Grenades											
Grenade	ALS	ALS2278	HAND	VAPOR		X			X		
Grenade	ALS	ALSG272	HAND	VAPOR		X			X		
w/OC	ALS	ALSG101OC	HAND	IMPACT/POWD	X	X		X	X	X	
Triple Action, C/S Grenade	ALS	ALSG273	HAND	VAPOR		X			X		
C/S Handball Grenade	ALS	ALSG274	HAND	VAPOR		X			X		
Tactical Pocket, C/S Grenade	ALS	ALSG278	HAND	VAPOR		X			X		
Continuous Discharge, White Smoke Grenade	ALS	ALSG972	HAND	VAPOR		X			X		
OC/CS Grenades											
OC/CS Grenade (6 oz.)	ALS	ALSOC/CS6G	HAND	AEROSOL		X			X		
OC/CS Grenade (4 oz.)	ALS	ALSOC/CS4G	HAND	AEROSOL		X			X		
O/C Grenade (6 oz.)	ALS	ALSOC6G	HAND	AEROSOL	X	X		X	X	X	
Weapons and Accessories											

Attachment E

CCA AUTHORIZED WEAPONS AND ACCESSORIES FOR CDCR CONTRACT

ITEM	VENDOR	PART NUMBER	DELIVERY SYSTEM	DISPERSAL	INST	SORT	TRANS	INDOOR	OUTDOOR	INDOOR	OUTDOOR	TRAINING
Multi-Launcher, 37MM ALSPL8 (Pump)	ALS	(ALS) PL6	NA	NA	X	X						
40 mm Grenade Launcher	ALS	ALSG1	NA	NA	X	X						
Remington 870 Express HD w/sling *1	Lou's Police & Security	5077	NA	NA		X	X					
S&W Model 64 .38 cal Revolver	Lou's Police & Security	162506	NA	NA	X	X	X	X	X	X	X	
Beretta Storm 9 mm Pistol	Lou's Police & Security	JXF9F23	NA	NA	X	X	X	X	X	X	X	
Ruger Mini 14 .223 cal with sling (7)	Lou's Police & Security	5801	NA	NA	X	X				X		
Colt AR-15	Lou's Police & Security	6920	NA	NA	X	X				X		
Ammunition/Projectiles												
.223 55gr SP	R223R1 Remington 28399				X	X				X		
.38 158gr FMJ Duty Ammunition (Not for use at California Contracted Facilities)	RSR Group; Ultramax; or find locally, use P card	1000/Case			X	X	X	X	X	X	X	
9mm Duty Ammunition (Federal HST) 3		1,000/Case			X	X	X	X	X	X	X	
12ga 00 Buck shot - Reduced Recoil *1	RSR Group; Ultramax; or find locally, use P card	250/case					X					
38 cal 158 gr Jacketed Hollow point - 125gr 1	RSR Group; Ultramax; or find locally, use P card	50rounds/box			X	X	X	X	X	X	X	
Stream, Inert	ALS	ALSOC31i	AEROSOL	FOGGER	X							
Stream, Inert	ALS	ALSCL15i	AEROSOL	STREAM	X							
Stream, Inert	ALS	ALSOC92i	AEROSOL	STREAM	X							
ALS Less Lethal Projectiles												
12ga Drag Stabilized Round *2	ALS	ALS1212	12 GA	DIRECT IMPACT	X	X			X	X	X	
12ga Rubber Balls, High Velocity *2	ALS	ALS1204HV	12 GA	DIRECT IMPACT	X	X		X	X	X	X	
37mm 32cal Rubber Balls	ALS	ALS3732	37/40 MM	DIRECT IMPACT	X	X		X	X	X	X	
37mm 60cal Rubber Balls	ALS	ALS3760	37/40 MM	DIRECT IMPACT	X	X		X	X	X	X	
37mm Bean Bag	ALS	ALS3702	37/40 MM	DIRECT IMPACT	X	X		X	X	X	X	

Attachment E

CCA AUTHORIZED WEAPONS AND ACCESSORIES FOR CDCR CONTRACT

ITEM	VENDOR	PART NUMBER	DELIVERY SYSTEM	DISPERSAL	INST	SORT	TRANS	INDOOR	OUTDOOR	INDOOR-OUTDOOR	TRAINING
40 mm Training Kit	ALS	ALS4006DTK	40 MM	DIRECT IMPACT		X	X		X	X	X
40 mm React Projectile	ALS	ALS4006D	40 MM	DIRECT IMPACT		X	X		X	X	X
OC/CS Aerosol Grenade	ALS	ALSOCCS6G	AEROSOL	FOGGER					X		
OC Flameless Expulsion Grenade	ALS	ALS6273	AEROSOL	VAPOR		X	X		X	X	X
CS Muzzle Blast Powder	ALS	ALSCS37	37/40 MM	POWDER			X		X		
OC Muzzle Blast Powder	ALS	ALSOC37	37/40 MM	POWDER		X	X		X	X	X
ALS Indoor or Outdoor CS/OC											
Instantaneous Blast OC	ALS	ALS2362	HAND	POWDER		X			X	X	X
CS Flameless Tri-Chamber Grenade	ALS	ALS2278	HAND	VAPOR		X			X		
37MM Products											
Hornets Nest .32 cal	ALS	ALS3732	37/40 MM	DIRECT IMPACT		X	X		X	X	X
Hornets Nest .60 cal	ALS	ALS3760	37/40MM	DIRECT IMPACT		X	X		X	X	X
Long Range C/S projectile	ALS	ALS5727	37/40MM	VAPOR			X		X		
Long Range, White Smoke	ALS	ALS5797	37/40MM	VAPOR		X	X		X		
Multi Smoke, CS	ALS	ALS6727	37/40MM	FOGGER			X		X		
Multi Smoke, White Smoke	ALS	ALS6797	37/40MM	FOGGER		X	X		X		
Short Range, C/S	ALS	ALS7727	37/40MM	VAPOR			X		X		
Short Range, White Smoke	ALS	ALS7797	37/40MM	VAPOR		X	X		X		
C/S Muzzle Blast	ALS	ALSCS37	37/40MM	MUZZLE BLAST			X		X		
O/C Muzzle Blast	ALS	ALSOC37	37/40MM	MUZZLE BLAST		X	X		X	X	X
O/C Blast Dispersion Projectile	ALS	ALS6227	37/40MM	MUZZLE BLAST		X	X		X	X	X
12 Ga Less Lethal											
Rubber Fin Center Tower Round	ALS	ALS1202CT	12 GA	DIRECT IMPACT		X	X		X		
Hornets Nest (20 ball) High Velocity *2	ALS	ALS1204HV	12 GA	INDIRECT IMPACT		X	X		X	X	X
Bore Thunder (Muzzle Bang) *2	ALS	ALS1208	12 GA	DISTRACTION DEVICE		X	X		X	X	X
Aerial Pest Control (delayed bang) *2	ALS	ALS1209	12 GA	DISTRACTION DEVICE		X	X		X	X	X
Tactical Blast Stun Munition	ALS	ALSD429	HAND	DISTRACTION DEVICE		X	X		X	X	X

Attachment E

CCA AUTHORIZED WEAPONS AND ACCESSORIES FOR CDCR CONTRACT

Multi-Blast Diversion Munition	ALS	ALSD450	HAND	DISTRACTION DEVICE	X	X		X	X	X	
Pen Prevent – Bean Bag tail stabilized *2	ALS	ALS1212	12 GA	DIRECT IMPACT	X	X		X	X	X	
Miscellaneous											
Top Cop 46 oz. Tactical Tank	ALS	ALSOC46	AEROSOL	FOGGER	X	X		X	X	X	
Top Cop Tactical Refill	ALS	ALSOCRF	AEROSOL	FOGGER	X	X		X	X	X	
OC Regulator, Fill Station	ALS	ALSOCRG	NA	NA							
Fog Machine	ALS	ALS4400	AEROSOL	FOGGER	X	X			X		
C/S Fog Machine	ALS	ALS2744	AEROSOL	FOGGER		X			X		
Flush, Fog Formula	ALS	ALS3644	AEROSOL	ACCESSORY		X					
O/C, Fog Formula	ALS	ALS6244	AEROSOL	FOGGER	X	X		X	X	X	
WS, Fog Formula	ALS	ALS9744	AEROSOL	FOGGER		X			X		

*1. 12 Gauge Shotguns are reserved for transportation staff with 12 lethal munitions limited to 00 Buck and this ammunition also limited to transportation staff.	
*2. 12 Gauge shotguns used as a delivery system for less lethal munitions only.	
3. CS is intended to be used as an outdoor munition and reserved for use by CCA SORT TEAMS only.	
4. Facilities with multiple contracts housed at a facility may have additional munitions available on site for use with other customers.	
5. Remanufactured Ammunition reserved for training purposes only.	

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

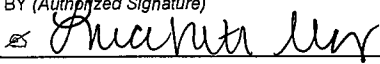
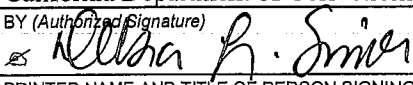
 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 67 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
C07.247	4
REGISTRATION NUMBER	
1046444	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
- CONTRACTOR'S NAME
Corrections Corporation of America
2. The term of this Agreement is January 7, 2008 through June 30, 2013
3. The maximum amount of this Agreement after this amendment is: \$1,180,661,901.00
One Billion One Hundred Eighty Million Six Hundred Sixty One Thousand Nine Hundred one Dollars and No Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- This Amendment is effective upon approval.
 - The amount of this Agreement is reduced by \$1,110,200.00 for a total contract amount not to exceed \$1,180,661,901.00.
 - Exhibit A, Scope of Work, is replaced in its entirety and attached hereto.
 - Attachment A.1, Contract Staffing Pattern for North Fork Correctional Facility, is attached hereto and made part of this Agreement.
 - Attachment A.2, Contract Staffing Pattern for Red Rock Correctional Facility, is attached hereto and made part of this Agreement.
 - Attachment A.3, Contract Staffing Pattern for La Palma Correctional Center, is attached hereto and made part of this Agreement.
 - Attachment A.4, Contract Staffing Pattern for Tallahatchie County Correctional Facility, is attached hereto and made part of this Agreement.
 - Attachment A.5, Mandatory Post Chart for North Fork Correctional Facility, is attached hereto and made part of this Agreement.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Corrections Corporation of America</u>		Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>12/21/12</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Lucibeth Mayberry, Vice President, Deputy Chief Development Officer</u>		I hereby certify that all conditions for exemption have been compiled with and that this contract is exempt from the Department of General Services (DGS) Approval.	
ADDRESS <u>10 Burton Hills Boulevard, Nashville, TN 37215</u>			
STATE OF CALIFORNIA			
AGENCY NAME <u>California Department of Corrections and Rehabilitation</u>		By: <u>Debra L. Smith</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>12/31/12</u>	Date: <u>12/31/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Debra L. Smith, Chief, Contracts Management Branch</u>		<input type="checkbox"/> Exempt per:	
ADDRESS <u>10000 Goethe Rd, Suite C-1, Sacramento, CA 95827</u>			

**OFFENDER RELOCATION/HOUSING
AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
CORRECTIONS CORPORATION OF AMERICA**

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and The Corrections Corporation of America (CCA), 10 Burton Hills Blvd., Nashville, Tennessee, 37215 (hereinafter "**CONTRACTOR**") and replaces and supersedes that certain contracts entered into between CDCR and the CONTRACTOR on October 19, 2006, as amended on December 20, 2006, and February 1, 2007, and January 7, 2008, as amended on January 8, 2008, and October 29, 2009.

WHEREAS, the STATE requires correctional bed space and services for STATE offenders due to continuing in-state crowding issues and has the lawful authority to enter into this Contract.

WHEREAS, the CONTRACTOR operates or has access to correctional facilities in the states of Arizona, Mississippi, and Oklahoma deemed suitable by CDCR for the housing and care of CDCR offenders (the "Facility") and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Article I.

DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the CONTRACTOR because of changes in American Correctional Association (ACA) Standards, state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the facility.

CCR Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

CDCR Contract Monitor – The designated representative of the CDCR or his/her designee/delegate serving as liaison between CDCR and the CONTRACTOR and who monitors the CONTRACTOR's performance under this Agreement. This shall also apply to any monitor on behalf of the federally appointed receiver's office in the federal case of *Plata v. Brown* monitoring health care.

COCF – means the California Out-of-State Correctional Facility Program.

Coleman – refers to the Federal Court case of *Coleman v. Brown*, pertaining to care of mentally ill inmates through the mental health services delivery system.

Contract – means this Agreement, or where referenced the prior Agreement between the parties hereto.

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

Critical positions - means those positions that are filled by a specific individual. Staff members are hired into the facility to fill a specific role, unlike a correctional officer that is trained and may fill a variety of posts. If these positions are not filled on the 61st day of vacancy the CONTRACTOR may be assessed an amount equal to the salary and benefits for such position beginning on the 61st day for as long as the position is vacant.

Court with Jurisdiction – is any court which has jurisdiction over the transfer of offenders pursuant to this agreement; including but not limited to, the courts in *Coleman v. Brown* (U.S. District Court, Eastern District of California, Case No. CIV S-90-0520), *Perez v. Cate* (U.S. District Court, Northern District of California, Case No. C055241 JSW), *Armstrong v. Brown* (U.S. District Court, Northern District of California, Case No. C94-2397 CW), and *Plata v. Brown* (U.S. District Court, Northern District of California, Case No. C01-1351 TEH).

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day, unless otherwise defined, in this Agreement. If the last day falls on a weekend or holiday, the last day for performance shall be the next regular business day.

DOM – means the CDCR Departmental Operations Manual.

Facility – means the correctional institutions operated by the CONTRACTOR in the states of Arizona, Mississippi, and Oklahoma, known as the Tallahatchie Correctional Facility, North Fork Correctional Facility, Red Rock Correctional Center, and La Palma Correctional Center, and any other CONTRACTOR facilities added by mutual agreement pursuant to Section 3.01.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – means an offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

In-patient Care – means care received in a free standing, non-correctional hospital on an in-patient basis, including any and all physician or consulting professional services provided to the offender in the hospital.

Lockdown – means that a portion of the facility is affected by suspension of required programs or services, and offenders are not released, except as determined by the facility administration on an individual, case-by-case basis. Under such circumstances only critical inmate workers in the affected housing units/sub-facilities will be permitted to attend work assignments under escort, and all but essential functions are suspended in those affected housing units or sub-facilities, e.g. yard, canteen draws, religious services and visiting.

The restriction of all inmates to their cells/dormitory beds encompassing no less than a Facility. True lockdowns are rare occasions, generally following very serious threats to institutional security and the safety of staff and inmates. The movement of any inmate to an assignment or resumption of any program would change the lockdown status of the program, returning the institution/facility to a diminished level of modified program or to normal program.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Mandatory posts – means those posts that will be filled each shift as delineated. A post is an assignment or area to be covered by a staff person, and does not have to be designated to a specific staff member.

Modified Program – The suspension of any operation, procedure, service or function to prevent, isolate, contain, or control a disruption of orderly operations, caused by an inmate initiated disturbance, natural disaster, or external stimulus. The modified program definition encompasses any restrictions or modifications which do not constitute a lockdown. The term “partial lockdown” is contained within the modified program definition and should no longer be used.

Note: The routine and temporary restrictions on inmate movement or yard activities during alarm response and/or immediately following an accident are not considered a program modification.

National Commission on Correctional Health Care Standards (NCCHC) – those standards of health care services as defined and established by the National Commission on Correctional Health Care in the 2003 Edition of Standards for Health Services in State Prisons.

Offender – means any adult male person incarcerated pursuant to applicable California laws, and assigned to the Facility for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, CDCR regulations made applicable to the Facility by this Agreement.

Title 15 – means Title 15 of the California Code of Regulations, “Crime Prevention and Corrections” including all subsequent amendments thereto.

UHR – means Unit Health Record.

Warden – means the Administrative Head who manages operations at the Facility.

Article II

TERM OF THE AGREEMENT

Section 2.01 Option to Extend Term.

The parties shall have the right to extend the initial term of this Agreement for successive periods of up to and including two years each in addition to the initial term by mutual agreement. The parties agree that should they desire to extend the term of this agreement pursuant to this option, they shall notify one another of their desire to so extend the term not less than 180 days prior to the expiration of the initial term. The provisions of this Contract, as amended if so amended during that time, shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date.

Section 2.02 Termination for Non-Appropriation.

Notwithstanding anything set forth in the provisions of Article VIII, DEFAULT AND TERMINATION, it is understood and agreed that the State is a government entity and that the State reserves the right to terminate this Contract if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

Section 2.03 Responsibility Hearing.

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the CONTRACTOR is a responsible bidder before an award of future Agreements can be made.

Section 2.04 Contacts.

State Contacts:

Contract Monitor:

Brian Coates
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916)464-4001

Contract Beds Unit (CBU):

10961 Sun Center Drive
Rancho Cordova, CA 95670
(916) 464-5130 - Main Fax
(916) 464-3766 - Records Fax
(916) 464-3768 - Field Operations Fax
(916) 464-3769 - Medical

Healthcare Contract Monitor:

John Dovey
Deputy Director
Field Operations, Corrections Services
California Prison Health Care Services
3701 N. Freeway Blvd.
Sacramento, CA 95812
(916) 648-8301

Douglas Peterson
Chief Medical Officer
501 J Street
Sacramento, CA 95814
(916) 324-6833

Karen Rea
Statewide Chief Nurse Executive
California Prison Health Care Services
(916) 323-1097

Mental Health Coordinator:

Dr. Robert Smith
(916) 508-1727

Dental Liaison for COCF

Bryan Quattlebaum, DDS
(916) 445-4425
501 J Street, Suite 400 Sacramento, CA 95814

Escape/Incident Reporting (I.D./Warrants):

Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038.

Article III

CDCR OFFENDERS

Section 3.01 Offender Housing.

The CONTRACTOR shall confine and supervise adult male CDCR Offenders that are transferred to the Facilities pursuant to the terms and conditions of this Agreement. CDCR Offenders shall only be housed in housing units consistent with the offenders' classification and security needs, subject to the prior written approval of the CDCR Contract Monitor or designee.

CONTRACTOR agrees to make available, and CDCR agrees to utilize, beds at the CONTRACTOR facilities (hereinafter collectively referred to as the "Facilities") as follows:

Red Rock Correctional Center: 1544 General Population Beds
La Palma Correctional Center: 3160 General Population Beds
North Fork Correctional Center: 1680 General Population Beds
Tallahatchie County Correctional Facility: 2604 General Population Beds

Florence Correctional Center is not included as a Facility under this Agreement. The intent of the parties is that CONTRACTOR and CDCR shall develop a mutually agreed upon ramp down schedule to remove the CDCR population from the Florence facility. In the event that CONTRACTOR and CDCR agree that CDCR inmates should remain at Florence past June 30, 2011 in order to support a safe and efficient facility ramp down, then any such remaining inmates at Florence shall be at a per diem rate of \$63.00 per inmate per day until such time as the ramp down is complete.

Provided, however, nothing herein shall prevent the CONTRACTOR and CDCR from mutually agreeing to reallocate beds among the Facilities, add additional CONTRACTOR facilities, and increase or decrease the total number of contracted beds as necessary to meet CDCR needs. Provided further, in the event that the CDCR population at the Facilities falls below 8089 inmates for more than 60 days then the CONTRACTOR shall have the option of reallocating the CDCR population among the Facilities in such a manner as to improve the efficiency of the overall Facility operations. All such costs associated with such a reallocation among the Facilities shall be borne by the CONTRACTOR and subject to mutual agreement regarding the staffing levels necessary to support the reallocated populations. This provision shall not apply in the event that such vacancies are caused by an act of contract default on the part of the CONTRACTOR or in the event that CONTRACTOR has requested that such beds remain vacant.

CDCR's minimum payment shall be based on the greater of (a) the actual occupancy or (b) 90% of CONTRACTOR's overall capacity as may be modified from time to time by mutual agreement of the CONTRACTOR and CDCR.

If CDCR is unable to attain 90% occupancy of the capacity available to CDCR because it becomes unlawful for any reason to involuntarily transfer inmates outside of California, or the Receiver or a Court with Jurisdiction has notified CDCR in writing or has provided other official notification that Offender transfers under this Agreement are being suspended, CDCR shall be relieved of making a payment for more than the actual occupancy until such time as the Receiver or Court with Jurisdiction allows sufficient transfers for CDCR to attain 90% occupancy, or until involuntary transfer of inmates outside of CA is no longer unlawful. Provided, however, absent a court order suspending transfers as set forth above, it shall not be considered unlawful to involuntarily transfer inmates out of state for so long as CDCR is sending inmates out of state pursuant to an Emergency Proclamation, Emergency Executive Order, and/or enabling legislation.

Section 3.02 Selection and Placement Process.

The CDCR Offenders to be housed in the Facility shall be selected on the basis of compliance with all applicable state statutes or such other applicable laws or regulations of the state in which the Facility is located relating to the housing of out of state offenders as may apply, and in addition thereto, the following criteria and conditions:

3.02.1 CDCR and CONTRACTOR shall mutually agree on offenders to be housed by CONTRACTOR, and offenders shall be suitable for placement in the facility designated. In the event that CDCR requests that the CONTRACTOR accept Offenders with serious or significant mental health or serious or significant physical problems, included but not limited to physical disability, CDCR and the CONTRACTOR shall mutually agree to an appropriate plan of care for the population and the allocation of costs associated therewith. If the overall percentage of inmates in CONTRACTOR facilities requiring Hepatitis C treatment exceeds the overall percentage of offenders requiring Hepatitis C treatment in the CDCR system, CDCR agrees to pay the treatment costs for those offenders in excess of the percentage of offenders requiring Hepatitis C treatment in the CDCR system.

3.02.2 Offenders assigned to the Facility shall be males eighteen years of age or older.

3.02.3 CONTRACTOR may reject any offender found not to meet the receiving state's criteria or otherwise deemed by the CONTRACTOR, with CDCR's concurrence, to be unsuitable for assignment to a particular Facility. In the event the initially considered Facility is deemed unsuitable for a particular offender, the CONTRACTOR shall make all due effort to assign offenders to an alternate appropriate Facility under this Agreement.

Upon arrival of any CDCR Offender to the Facility, the CDCR shall provide to the Facility's Warden, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each CDCR Offender to be housed at the Facility. The CONTRACTOR shall assume any costs associated with a review of inmate central files to determine the impact to CDCR of the receiving state's statutory requirements. All CDCR Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws. The CONTRACTOR shall release information only in accordance with CDCR direction.

A duly authenticated copy of the CDCR Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a CDCR Offender arrives at the transfer point. After the Agreement is executed and CONTRACTOR becomes familiar with CDCR Offender files, the CONTRACTOR may make reasonable requests for additional papers or documents to be delivered to CONTRACTOR. CDCR understands that the safe and secure management of the Facility is dependent upon the CONTRACTOR's receipt of complete Offender files and shall not unreasonably withhold requested documents.

The CONTRACTOR will work collaboratively to implement any newly available Electronic Database Software, including but not limited to the Strategic Offender Management System (SOMS) to enhance operationally necessary transfer of information.

Section 3.03 Transfer/Delivery of Offenders.

At the request of CDCR, the CONTRACTOR shall be responsible for the transporting of offenders to and from CDCR to the Facility. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required offender local transportation to and from the Facility within a 150 mile radius (e.g., for offsite medical

care both urgent or emergent and routine) shall also be provided and paid for by the CONTRACTOR. Upon the request of the CONTRACTOR and with prior written approval of the CDCR Contract Monitor, CONTRACTOR shall be entitled to transfer a CDCR Offender from one facility to another, provided the facility receiving the transferred CDCR Offender is operated by CONTRACTOR pursuant to an agreement between CDCR and CONTRACTOR or between CDCR and an entity with which CONTRACTOR has an operating contract. CONTRACTOR agrees to follow CDCR staffing requirements on any CCA provided transport.

Section 3.04 Costs of Transport of Offenders.

Except as otherwise provided below, CDCR shall reimburse CONTRACTOR for the cost of transporting offenders between the transfer point in California and Facility, and between Facility and transfer point in California as follows:

- A. Cost of airframe and crew ("charter costs") at actual cost. CONTRACTOR agrees to provide CDCR with the cost quote for any transfer and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with CONTRACTOR to obtain a replacement service provider to provide the same service at a rate acceptable to CDCR. If a better quote cannot be obtained through these efforts, CDCR shall determine a competitive alternate transportation provider.
- B. Costs of guarding to be reimbursed to CONTRACTOR at their cost of salary and fringe benefits for each guard accompanying the transportation of offenders. Salary and fringe benefits are defined for this section as actual salary plus 26% of salary in addition thereto to cover the fringe benefits. In addition, CONTRACTOR shall be entitled administrative overhead on said amounts calculated for guarding at a rate of 15% of the base salary. CONTRACTOR shall be reimbursed for mileage for ground transportation of offenders from the receiving State drop off point to the Facility at the rate then in effect and used by the Internal Revenue Service (IRS) for calculation of mileage.
- C. In the event CONTRACTOR requests the return of an offender to California, or the transfer of an offender to another CCA Facility, who otherwise meets the criteria of the receiving state and meets the criteria of the CDCR and has been placed in a facility with the initial Agreement of the CONTRACTOR, then in such event CONTRACTOR shall be responsible for the transportation and property costs associated with said return.
- D. Notwithstanding any other provisions of Section 3.04, CONTRACTOR shall be responsible for up to the first \$500,000.00 for the cost of transportation between California and all Arizona facilities annually. Any additional movement above our natural movement (Parole, SHU, Level IV, and inmates no longer meeting COCF criteria) out of NCFE to meet the 1680 population will be paid by CONTRACTOR above the contracted \$500,000.00 transportation fee.

Section 3.05 Offender Funds.

Funds of an individual CDCR Offender shall be provided to CONTRACTOR by CDCR within seven (7) working days of the CDCR Offender's transfer. These funds shall be held and managed pursuant to policies, procedures and practices, which shall be provided to CONTRACTOR prior to inmate arrival.

Section 3.06 Offender Work/Program Assignment Payment.

CONTRACTOR shall pay all inmates assigned to the work incentive program inmate wages equal to the amount paid to other inmates housed at the particular Facility at the time of transfer. Provided, however, CDCR shall inform CONTRACTOR of the applicable pay scales utilized by CDCR, and inform CONTRACTOR of any changes occurring thereto during the term of this agreement. CONTRACTOR will review the CDCR pay scale to ensure that it is in keeping with the Facility pay scales currently in place. In the event of a discrepancy, CONTRACTOR will make a

recommendation to CDCR for a solution – recognizing the need to treat CDCR offenders housed out of state in a similar manner to CDCR offenders in state and taking into account CONTRACTOR's need for similar treatment for all jurisdictions in the facility. In the event CDCR offenders are housed in a facility with other jurisdictions where a pay scale discrepancy exists, CONTRACTOR will provide a report initially and annually.

Section 3.07 Return of Offenders to the CDCR.

- 3.07.1 Upon demand by the CDCR, offenders will be delivered to the custody of the CDCR pursuant to the terms as set forth in Section 3.03 of this Agreement.
- 3.07.2 Within 14 days of receiving a good faith request (based on the diagnosis of a serious medical condition, on-going or serious disciplinary reasons, or inability to provide a level of custody consistent with the safety and security of the inmate and/or staff), the CDCR and CONTRACTOR will develop a mutually agreed upon plan to address this matter.
- 3.07.3 CONTRACTOR and CDCR agree that in the case of offenders who are members of the **Coleman** class, returns shall be accomplished in strict accordance with **Coleman** return guidelines.
- 3.07.4 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state, other than California, unless that State has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact, or unless the offender is released to the custody of another agency, whether state or federal. In every other case, prior to release from custody, offenders shall be returned to the CDCR or to the custody of such jurisdiction as has agreed to take the offender, pursuant to the terms as set forth in Section 3.03 of this Agreement.
- 3.07.5 When a CDCR Offender returns to CDCR, the CONTRACTOR shall provide that offender's funds, in the form of a check payable to CDCR, in the amount due the CDCR Offender for credit to the CDCR Offender's account within seven (7) business days of the CDCR Offender's transfer unless an alternate location is directed by CDCR.
- 3.07.6 When a CDCR Offender is identified to return to CDCR, the CONTRACTOR will ensure the "field file" is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by CDCR. In addition, the CONTRACTOR will provide a medical summary and ensure the unit health record is current with relevant medical documentation. In addition, upon transfer, the CONTRACTOR will provide the current field file, medical summary and unit health record.

Article IV

OPERATION OF FACILITY

Section 4.01 General Duties.

The CDCR Offenders in the Facility shall be confined and supervised in accordance with the CCR Title 15, DOM, and receiving states' existing state law. The CONTRACTOR shall maintain mutually agreed upon staffing levels at the Facility in accordance with ACA standards and in sufficient numbers and rank to maintain the safety of the public, staff and offenders and to adequately carry out the provisions of this Agreement. CONTRACTOR shall not seek additional reimbursement from CDCR in excess of the per diems stated hereunder in instances where the CONTRACTOR increases staff in order to perform the services required under this Agreement. Provided however,

this shall not apply in instances where CDCR requests or requires additional services or services for a different inmate population than originally contemplated hereunder. The CONTRACTOR shall provide CDCR with staffing levels for each facility where CDCR Offenders are housed prior to execution of this Agreement. Said staffing levels are attached hereto as Attachment A. In the event of any change to the staffing levels for the staff assigned to the particular CDCR housing units during the term of the Agreement, such revised levels shall be provided to CDCR in advance of any change and shall be subject to CDCR approval which shall not be unreasonably withheld and which shall be granted or withheld within ten business days or a reasonably agreed upon time frame of the request. In advance of any change, the CONTRACTOR will exercise authority to ensure that the daily operations of the Facility are in compliance with the provisions of this Agreement. Subject to the provisions of this Agreement, the CONTRACTOR shall provide CDCR Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, CCR Title 15, and constitutionally appropriate and/or court imposed guidelines, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. CONTRACTOR shall provide case management of CDCR offenders consistent with Title 15 including classification, monitoring earned/good time, disciplinary activity, programming and other offender activity.

CDCR offenders shall be provided with a copy of the Facility rules and procedures (orientation guide) upon arrival. The orientation information must include the process for obtaining medical/mental health care, disciplinary process, request for reasonable accommodation under ADA and the offender appeal/grievance process. A verbal orientation shall also be provided upon arrival. CONTRACTOR shall ensure effective communication during orientation. Where appropriate this may include, but is not limited to, use of interpreters or ADA approved communication devices.

Section 4.02 Minimum Required Staffing.

4.02.1 CDCR may assess liquidated damages if the CONTRACTOR fails to maintain minimum staffing for mandatory posts as delineated in Attachment A. The CONTRACTOR may use contract staff and overtime to fulfill its mandatory post staffing requirements. The CONTRACTOR shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant post(s) shall be performed through the use of overtime, contract staff, or other mutually agreed upon alternative means then the CONTRACTOR shall not be deemed in breach of this Contract and shall not be subject to an assessment of liquidated damages. For each shift that a mandatory shift is not covered, CDCR may assess damages in an amount equal to the daily rate (salary and benefits) per post per day as long as the deficiency continues.

CONTRACTOR shall have 60 calendar days to fill a vacant Critical Position as delineated on Attachment A. A Critical Position shall not be deemed vacant in the event that the CONTRACTOR is using contract staff, overtime or other mutually agreed upon alternative means to fulfill the duties of the Critical Position. Beginning on the 61st calendar day that a Critical Position remains vacant, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) for such Critical Position per day as long as the Critical Position remains vacant. CONTRACTOR agrees to not circumvent the imposition of liquidated damages by multiple short term staff assignments.

Recognizing that the CONTRACTOR will incur certain costs to recruit new employees and costs to cover the vacancies through contract staff and overtime, the first monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will be subject to a maximum of \$10,000 and the second monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will be subject to a maximum of \$20,000. The third and each subsequent monthly

assessment of liquidated damages per Contract Year per CONTRACTOR Facility will not be subject to a maximum amount. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The CONTRACTOR shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the CONTRACTOR of any of its obligations under the Contract.

Section 4.03 ACA Accreditation.

CONTRACTOR shall obtain, and maintain ACA accreditation of each of the facilities occupied by CDCR under this agreement. It is understood that a facility shall have been fully operational for 18 months before ACA accreditation becomes available, and CONTRACTOR shall seek accreditation of any such newly constructed or re-opened facility within the earliest practical time. This requirement may be waived in circumstances where the actions of, or needs of CDCR prevent such accreditation.

Section 4.04 Contract Monitors.

- 4.04.1 In administering this Agreement, the CDCR shall designate a person, here referred to as the CDCR Contract Monitor, to monitor the CONTRACTOR's performance under this Agreement.
- 4.04.2 The CONTRACTOR shall designate a person who shall act as the Facility's contact person for the purposes of the administration of this Agreement.
- 4.04.3 Any change in the Contract Monitor or the CONTRACTOR's designated contact person shall be effective upon ten (10) days prior written notice to the other party of such change.
- 4.04.4 Unless otherwise provided, the CONTRACTOR shall permit the CDCR, court appointed Receiver or Special Master, and any other duty authorized agent or governmental agency, to monitor all activities conducted by the CONTRACTOR pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v. Brown* to monitor healthcare services within the institution. As CDCR or the Receiver may in their sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Brown* to monitor the provision of constitutionally adequate mental health care for all plaintiff class inmates. Former class members may be transferred pursuant to this Agreement and some transferred inmates may become members of the plaintiff class during their stay in the CONTRACTOR's Facility(ies). The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the CONTRACTOR to plaintiff class members. Also specifically included in this provision is the right of the CDCR Dental Program to monitor the provision of dental services within the institution, including the preparation and submission to CDCR of periodic reports as determined by the Dental Liaison to COCF. CONTRACTOR shall cooperate with such visits, which shall not interfere unduly with Agreement work.
- 4.04.5 The Receiver appointed in the Federal case of *Plata v. Brown*, may, in his discretion, appoint a Healthcare Monitor to either be housed at the Facility, or to make periodic inspection visits

to the Facility consistent with the provisions of this section. The same information as is provided by CDCR to CONTRACTOR for its Contract Monitor shall also be provided to CONTRACTOR for the Healthcare Monitor.

Section 4.05 Medical/Mental Health/Dental.

The CONTRACTOR shall provide essential health services, including medical, dental and mental health services, while meeting the applicable standards and levels of quality established by the ACA, NCCHC, and CCR Title 15. In addition, the CONTRACTOR shall provide services consistent with all applicable Federal, state, and local laws and regulations governing the delivery of offender health services and any applicable Court orders, including, but not limited to orders issued in the case of *Plata v. Brown* and *Coleman v. Brown*, and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders as set forth above shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

- CDCR Offenders shall be provided health services consistent with the services provided by the CDCR under applicable CDCR Offender health services policies and procedures.

Services – All offender medical services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, existing arrangements with local health care providers shall be utilized to obtain the required services. At the inception of this contract, a listing of all existing contractual arrangements with local healthcare providers, including but not limited to acute care hospitals and clinics shall be made available to CDCR by CONTRACTOR. Any change to this list shall be communicated to CDCR. This list shall be provided on an annual basis or as changes occur.

CONTRACTOR will have a contracted hospital provider in its off-site network for inmates requiring inpatient psychiatric admission, to include crisis counseling. All inmates suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

The CONTRACTOR shall have policies and procedures for providing routine and urgent medical, dental, and mental health services. The policies and procedures shall include, but not be limited to the following:

- 24 hour care, seven days a week emergency medical, dental, and mental health care;
- Initial health screening;
- Health appraisal examination;
- Daily triaging of complaints;
- Sick call procedures with a health practitioner, including offering this service at least 5 days per week;
- Outpatient medical, dental, and mental health service, including diagnostics and physical therapy;
- Inpatient medical services;
- Special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- Mental health and substance abuse services;
- Adequate staffing of trained professional health services staff and support staff;
- Pharmaceutical services and supplies;
- No cost to CDCR Offender for medication refills and renewals;
- Optometric services;
- Health education;

- Medical diets;
- Infection control; and
- Quality control/peer reviews.

Initial/Preliminary Screening – All screening will be conducted by trained and licensed healthcare personnel on all offenders upon the offender's arrival at the Facility. Screening will include, but not limited to:

- An inquiry into the Offender's health care history, including status of current modalities and medications;
- An observation of the Offender's behavior, physical limitations and capabilities and current physical condition;
- An immediate referral to appropriate health care professionals, for emergency care, prescription management or modality authorization.

At the initial screening, all Offenders will receive orientation about the Health Services Unit, including the procedures for accessing care.

Full Health Appraisal (Intake) – During the initial occupancy phase of this contract all offenders will receive a full health appraisal within 14 days of arrival at the Facility. This health appraisal will include, but not limited to:

- Review of the earlier screening;
- Review of the CDCR health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment and modalities authorized;
- Collection of a more detailed health services history;
- Medical examination, including review of mental health and dental health status if not previously examined at CDCR in the previous six months;
- Laboratory or diagnostic tests to detect communicable disease if not documented in the previous 12 months;
- Other tests and diagnostics, as indicated by exam;
- Initiation of treatment, as indicated;
- Development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment;
- Referral to mental health or dental specialist as indicated; and
- Offender education, particularly of the treatment plan initiated by CDCR is modified or changed. Any change to an existing treatment plan shall be approved by CDCR.

In the event CONTRACTOR's staff are unable to provide the requisite screenings in the time allowed due to the volume of screenings to be conducted, CONTRACTOR may seek approval to extend the time for such screenings, consistent with the approval of CDCR and the Receiver, and if such extension of time is disallowed, may utilize outside contracted services to accomplish said screenings. CDCR shall be given advance notification of the identity and qualifications of said individuals, and review the proposed rate of compensation to be paid to such persons. CDCR shall not unreasonably withhold its consent to such proposed screeners, and shall reimburse CONTRACTOR for their additional costs incurred in complying with this provision in such event.

Dental Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure dental screenings, exams, radiographs, and treatment are rendered consistent with the CDCR and ACA standards. Comprehensive dental examinations shall be completed within thirty (30) days of arrival from California. The CDCR records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Inmate transfers between CONTRACTOR facilities shall include a review of dental records to ensure continuity of care at the arriving facility.

Mental Health Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure mental health screenings, evaluations, and treatment is rendered consistent with the CDCR and ACA standards. The CDCR records sent to the facility will be reviewed for mental health history and to identify current mental health care needs. Any patient having demonstrated mental health needs shall be identified to CDCR, and CDCR shall have the right to request a return of that offender to CDCR custody.

Infectious Diseases – The CONTRACTOR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to CDCR prior to the execution of this agreement.

CONTRACTOR Formulary – The CONTRACTOR shall adhere to the CONTRACTOR formulary. When the only medically appropriate and medically necessary pharmaceutical for an offender is not on the CONTRACTOR formulary, the CONTRACTOR Medical Director and/or the Health Services Administrator will follow the CONTRACTOR's procedures for obtaining a waiver.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of an offender to or from the facility, the CDCR or CONTRACTOR, depending on who is releasing custody at the time of transfer, shall provide at the time the offender is transferred between the custody of CDCR and CONTRACTOR, a seven (7) day supply of any medications prescribed for that offender.

Utilization Review/Prior Authorization - CONTRACTOR shall follow the CDCR Utilization Review procedures and unless the required care is necessitated by an emergency, shall seek advance approval for any non-routine care outside the facility.

Health Care Records – The CONTRACTOR shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the CDCR and shall be forwarded to CDCR when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of CDCR.

Credentialing, Privileging and Peer Review – Licensed Independent Practitioners (LIPs), which includes physicians, nurse practitioners and physician assistants, hired by the CONTRACTOR must be approved by CPHCS' Credentialing Review Committee prior to commencement of services. Additionally, CPHCS may conduct clinical performance appraisals of all CONTRACTOR LIP's providing services to CDCR offenders and reviews all peer reviews of contracted LIPs.

Mid-Level Protocols – The CONTRACTOR must have established protocols and provisions for supervision of mid-level providers. Mid-level providers include nurse practitioners and physician assistants.

Staffing – The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the Facility Medical Director and/or the Health Services Administrator.

Staff Training – The Health Services Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care

staff as appropriate. All health care services staff shall participate in facility orientation and training in accordance with Facility, ACA and NCCHC standards.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

4.05.1 Costs – The cost of providing on-site medical, mental health or dental services through Facility staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:

- a) All expenses in excess of \$2,500 annually per inmate for medically necessary, off site hospital or emergency care. This includes, but is not limited to medical, surgical, mental health, and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided however, CONTRACTOR shall be responsible for the costs of any off-site medical care if such care should have been provided on-site through the CONTRACTOR's provision of routine medical, dental and mental health services.
- b) CONTRACTOR accepts the risk for the first \$2,500 annually per Offender for medically necessary, off site hospital or emergency care. The \$2,500 annual per Offender limit shifts ongoing costs for typical, routine off-site services from CDCR to the CONTRACTOR (thereby simplifying the reimbursement for such claims and allowing CDCR relief with respect to these routine costs) while limiting the CONTRACTOR's liability for off-site hospital and emergency care. The parties do not anticipate that every CDCR Offender will incur \$2,500 in off-site hospital or emergency care, therefore, the per diem does not include \$2,500 per inmate per year for this care and there is no pool of funds established based upon \$2,500 per inmate per year from which CONTRACTOR retains unspent funds. CONTRACTOR is able to competitively price coverage of off-site medical care by relying on historical inmate medical data and making an assessment of a reasonable annual budget for offsite expenses knowing that in no event will the liability exceed \$2,500 per Offender annually. Accordingly, the CONTRACTOR's off-site limit is a risk balancing mechanism only.
- c) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of offenders with HIV or AIDS. CONTRACTOR shall notify the CDCR of any offender diagnosed with HIV or AIDS within three (3) working days.
- d) Any costs associated with DNA testing of offenders. Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the CONTRACTOR (or state where the Facility is located) are included as part of the per diem rate.

4.05.2 A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental and/or vision services requested / initiated by the offender in accordance with Title 15, Section 3354.2. The co-pay fee will be retained by the CONTRACTOR.

4.05.3 The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the CONTRACTOR, its employees, or subcontractors or for care which could have been prevented.

- 4.05.4 Medical billings from outside vendors which are the responsibility of CDCR shall be submitted to CDCR or designee within thirty (30) days of receipt.
- 4.05.5 Upon return of a CDCR Offender to the CDCR, the CONTRACTOR shall provide the copy of the health records of all health care delivered while under CONTRACTOR's jurisdiction, including, but not limited to all Facility health records, dental records, community hospital records, radiology reports and films, consultant reports and laboratory results. In addition, the CONTRACTOR will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.
- 4.05.6 The parties hereto expressly acknowledge and agree that:
- a) The inmates to be transferred pursuant to this Agreement to the facilities owned and/or operated by CONTRACTOR (the "Transferee Facilities") are members of class of plaintiffs in an action pending in the United States District Court for the Northern District of California Entitled, Marciano Plata et al. v. Brown et al. No.C01-1351 TEH(the Plata Action);
 - b) The California Department of Corrections and Rehabilitation (the "CDCR") is a named defendant in the Plata Action;
 - c) The plaintiffs in the Plata Action have alleged that the health care delivered to inmates in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
 - d) By order, dated February 14, 2006 (the "February 14 Order"), the Court in the Plata Action (the "Plata Court") appointed Robert Sillen as the Receiver ("Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver;
 - e) Pursuant to the February 14 Order, the CDCR and "all persons in concert of participation" with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
 - f) The inmate-class members transferred pursuant to this agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the Plata Action; and,
 - g) The transfers of inmates contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the Plata Court's orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

CONTRACTOR expressly acknowledges and agrees that it:

- a) Intends to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facilities;
- b) Is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c) Will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facilities and to documents, personnel and inmate-class members in the

Transferee Facilities to the same extent as the Receiver is provided access to CDCR facilities, personnel and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California inmates in the Transferee Facilities and shall not include information related to other jurisdiction's inmates or facility information unrelated to the provision of medical care to California inmates.

The parties hereto acknowledge and expressly agree that with respect to the provisions of section 4.05 and all subsections of said section, the Receiver is a third party beneficiary of this Agreement and hereby consent to the jurisdiction of the United States District Court for the Northern District of California with respect to any action or proceeding brought by the Receiver to enforce the provisions of such sections.

4.05.7 The parties agree that in the event a court appearance is required before the Honorable Thelton Henderson in San Francisco, California by employees of CONTRACTOR that the expenses incurred by CONTRACTOR in making the employees available for said hearing shall be reimbursed to CONTRACTOR by CDCR. Reimbursement shall include costs of transportation as well as salary costs, accelerated by 26% to cover fringe benefit. Should the court impose monetary sanctions against CONTRACTOR, CDCR and CONTRACTOR agree to evaluate the circumstances leading to the imposition of said sanctions and in the event it is determined that CONTRACTOR had performed within the scope and requirements of this Agreement and that sanctions were issued in spite thereof, CDCR shall agree to reimburse CONTRACTOR for any sanctions imposed. Should CDCR not agree that CONTRACTOR's performance, which resulted in sanctions, was consistent with the obligations imposed under this contract, CDCR may refuse to reimburse CONTRACTOR for the sanctions imposed. In such event CONTRACTOR may seek a judicial determination of the obligation for the payment of sanctions pursuant to the provisions set forth in this paragraph.

4.05.8 In the event that CDCR transfers Correctional Clinical Case Management System (CCCMS) inmates to the CONTRACTOR's Facilities, the following shall apply:

- a) Unless mutually agreed otherwise between CONTRACTOR and CDCR, the total number of CCCMS inmates shall not exceed 1,000 inmates across the CONTRACTOR Facilities.
- b) The allocation of the CCCMS inmates between the CONTRACTOR Facilities shall be decided in mutual agreement between the CONTRACTOR and CDCR to allow optimization of CONTRACTOR resources, to include staffing.
- c) CONTRACTOR's agreement to house CCCMS inmates is based upon the staffing requirements of the Mental Health Service Delivery System Program Guide as amended and supplemented, and as interpreted by the CDCR Director of Mental Health. In the event that such guidelines are modified, amended or replaced in such a way as to modify or increase the services, including staffing, required from the CONTRACTOR, the CONTRACTOR shall not be required to make such modifications unless the CONTRACTOR agrees that such modifications are operationally feasible and CDCR agrees to pay for any increased costs, including any and all staffing related costs. In the event CONTRACTOR finds modifications operationally infeasible, CONTRACTOR and CDCR shall come to a mutual agreement in regards to costs associated with the transfer of inmates back to California or to another mutually agreed upon site.
- d) CONTRACTOR agrees to provide monitoring data and reports as required by CDCR.

Section 4.06 Death of an Offender.

- 4.06.1 In the event of the death of a CDCR Offender, the CONTRACTOR will immediately notify the CDCR Contract Monitor or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by CDCR, the CONTRACTOR shall obtain an independent autopsy. This autopsy shall be paid for by the CDCR. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the CDCR.
- 4.06.2 The CONTRACTOR shall furnish all information requested by the CDCR, and follow the instructions of the CDCR with regard to disposition of the body. The CDCR will notify the designated next of kin of the deceased offender, if any, as soon as practicable after death.
- 4.06.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the CDCR.
- 4.06.4 The CONTRACTOR's Chief Medical Officer will communicate on a regular basis with the Office of the Receiver and actively participate in Mortality and Morbidity clinical reviews in the Death Review Committee and other Quality Improvement activities. At all times documentation will be protected by the Medical Peer Review process. The CONTRACTOR will assist COCF in the collection of documents required to be submitted to the Death Review Committee as delineated in the CPHCS September 5, 2008, Memorandum titled "Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008," and any subsequent death review documentation requirements imposed by the Plata court (Attachment C).

Section 4.07 Offender Work and Programs.

- 4.07.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work at the Facility, unless otherwise medically or administratively precluded. No CDCR Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the CDCR Contract Monitor or designee.
- 4.07.2 Eligible offenders will be productively occupied in work, education, vocational, and/or major habilitation programs, consistent with CCR Title 15, and in accordance with the Offender Program Participation Table attached hereto as Attachment D.
- 4.07.3 Programs shall include: Educational programs (basic literacy, adult basic education, General educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.07.4 Offenders shall be required to work or participate in educational or vocational programs, consistent with CCR Title 15. However, offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.07.5 The CONTRACTOR may dispose of or consume all products produced by any offender participating in work or vocational programs. The CONTRACTOR will bear all costs and retain all proceeds there from.

- 4.07.6 The CONTRACTOR shall daily record the actual hours worked/participated for each offender (those in work/programs/education/training) on the Work Supervisor's Time Log (CDC Form 1697) in order that work credit can be calculated by CDCR in accordance with Title 15 (§3045). The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the Contract Monitor by the 15th of the following month or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.7 In case of hobby craft programs, the crafts may be sold and proceeds of any sale retained by the offender.
- 4.07.8 In accordance with the expectations of CDCR, CONTRACTOR shall provide the below detailed annual goals for offender programs. The CONTRACTOR shall provide reports to CDCR with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate CONTRACTOR staff, CDCR determines that deficiencies exist in meeting the goals stated herein, CDCR may request that CONTRACTOR provide a Corrective Plan of Action for resolving these deficiencies and updates of these Plans of Action shall be provided to the CDCR Contract Monitor on a monthly basis until such deficiencies are resolved. The annual goals and associated reports shall be as follows:
- 4.07.8.01 Provide Chaplain and Religious Services for the CDCR population in order to fulfill the facility's responsibility of ensuring that all inmates can voluntarily exercise their constitutional rights to religious freedom. Each facility chaplain will submit a monthly report detailing religious services provided, inmate attendance, and volunteers utilized to provide religious services.
- 4.07.8.02 Provide a mechanism for assessment and admission into appropriate modality of treatment for therapeutic substance abuse. Each facility will submit a quarterly report of assessments, intakes, discharges, and completers in addictions treatment programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.03 Demonstrate offender progress by tracking "phase-ups" in addiction treatment programs. Each facility will submit a quarterly report of "phase-ups" or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.04 Assess CDCR offenders interested in educational programming to determine appropriate placement. Each facility will submit a quarterly report of assessment results for education programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.05 CDCR offenders enrolled in academic education programs shall be reassessed using an appropriate instrument every 120 days. Each facility will submit a quarterly report detailing reassessment results or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.06 Each facility will maintain a vocational advisory committee. Each facility will submit a quarterly report summarizing the activity of the vocational advisory committee.
- 4.07.9 CDCR shall be responsible for payment of any benefits for CDCR offender workers compensation claims as required by California law, including, but not limited to, California Labor Code section 3370(a). CONTRACTOR shall not be responsible for the payment of any workers compensation benefits to CDCR offenders.

Section 4.08 Religious Opportunity.

The CONTRACTOR will provide reasonable time, accommodations, and space for religious services in keeping with facility security and other necessary institutional operations and activities. Religious services should be provided in accordance with CCR Title 15.

Section 4.09 Recreation/Quarterly Packages and Canteen - Barber.

Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for offenders in lockdown/modified program/Administrative Segregation status. The CONTRACTOR shall provide recreation for inmates in Administrative Segregation in accordance with CCR Title 15. Offenders will be personally observed by staff during these recreational opportunities. Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for CDCR inmates. CONTRACTOR shall endeavor to supply canteen items similar in price and nature to those provided to California inmates by CDCR. CONTRACTOR reserves the right to exclude any canteen item it deems to be a security risk. Revenues may be used to pay all operating expenses of the canteen, including but not limited to commissary worker salaries and benefits on a pro rata basis, based on the ratio of the total sales to CDCR inmates to the total canteen sales to all inmates. Any profits from the commissary sales to CDCR inmates operation shall be deposited in the Offender Welfare Fund, to be administered in accordance with and in a manner consistent with established CDCR policies. CONTRACTOR will implement a quarterly package program in accordance to CCR Title 15. CONTRACTOR shall supply quarterly package items similar in price and nature to those provided to California inmates by CDCR. CONTRACTOR and CDCR reserve the right to exclude any quarterly package item deemed to be a security risk.

- 4.09.1 The CONTRACTOR shall establish and maintain a plan of operation for on-site inmate barber services. Barber service procedures must provide for the safety, security and maintenance of the designated area, tools, solutions, equipment and comply with all applicable health and sanitation codes. The number of inmate barber assignments shall be consistent with the need to readily service the inmate population. The CONTRACTOR should strive to maintain an ethnically diverse barber's service in both inmates assigned and services provided. The CONTRACTOR shall ensure that barber services are directly available and accessible to the inmate population. Hours of operation must therefore be scheduled in correlation to other facility programs, activities and other inmate assignments. The barber service shall comply with acceptable and applicable codes, practices, standards and requirements established by the appropriate state regulatory agency in the state where the Facility is located and ACA standards. The CONTRACTOR shall be responsible for developing a plan of operation for inmate barber services that, at a minimum, must: (a) ensure that tools are properly inventoried, maintained and accounted for at all times; (b) provide for trained inmate barbers that are hired consistent with Facility policy and ACA standards; and (c) ensure that inmate barbers and services are provided to serve an ethnically diverse inmate population. The CONTRACTOR shall provide a designated barber area, centrally located within the facility and adjacent to the inmate population, which is readily accessible to all inmates for the personal maintenance of hair grooming standards in accordance with CDCR requirements. The CONTRACTOR may also provide multiple designated inmate barber areas equitably located within various areas of the facility to achieve the same purpose within the framework of safety and security. In either case, the barber area(s) shall be centrally located and of sufficient size and dimensions to adequately service the entire inmate population. Clear lines of sight shall be provided from designated

staff/posts. The CONTRACTOR shall ensure that CDCR principles of proper tool control is incorporated and adhered to by inmates and staff alike. At a minimum, the barber area shall be equipped with a sink, power outlets and a chair.

Section 4.10 Inmate Advisory Committee.

The CONTRACTOR agrees that the Facility Wardens will establish an Inmate Advisory Committee at each facility housing CDCR offenders consistent with CDCR regulations. Copies of the meeting minutes will be provided to the Contract Monitor or designee on a monthly basis.

Section 4.11 Telephone.

Access to telephone service shall be provided to CDCR Offenders in accordance with CCR Title 15 (§ 3018, 3044, 3045). CONTRACTOR, nor any other party, shall profit from inmate telephone service systems; however, should CDCR require CONTRACTOR to provide video visiting, CONTRACTOR and CDCR shall come to a mutual agreement regarding an increase in charges for the inmate telephone system to offset the cost of providing video visiting.

Section 4.12 Clothing.

The CONTRACTOR will be responsible for laundry, repair, and replacement of offender clothing during the CDCR Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis.

Upon admission, each inmate shall be issued the following:

- Work shoes, one pair.
- Sheets, two.
- Pillow case, one.
- Towels, two.
- Blankets, two.
- Pants (uniform or jeans), three.
- Shirts (uniforms or chambray), three.
- Undershirts, four.
- Socks, six pair.
- Undershorts, four pair.
- Jacket, one.
- Belt, one (if jeans are issued).
- The distinctive, protective and/or extra clothing required by the climate and/or the inmate's job assignment.

Other clothing and linen items shall also be issued to the inmate as detailed within CCR Title 15. CONTRACTOR shall provide laundry services to the offender at no charge to the offender in accordance with established CDCR policies and CCR Title 15.

Section 4.13 Meals.

The CONTRACTOR will provide all CDCR Offenders with nutritional meals consistent with established CDCR policies. Food service will meet established governmental and safety codes, while adhering to American Dietetic Association, National Academy of Sciences, and ACA standards, and local, state and federal requirements. The CONTRACTOR's facility will have a four-week, five-week, or six-week cycle menu. Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Religious diets will be provided for inmates whose religious beliefs requires adherence to religious dietary law. Religious diets shall be approved by the recognized facility religious authority. CONTRACTOR shall provide meat that has been certified as Halal as a religious

meat alternative (RMA) at the dinner meal. CONTRACTOR shall procure RMA meat from a vendor(s) capable of providing meat that has been certified as Halal. A Registered Dietician or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. Menus shall be submitted to the Contract Monitor for review on a monthly basis.

Section 4.14 Mail.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. The CONTRACTOR is entitled to recoup postage fees when the Offender has sufficient funds in his account. Pursuant to the DOM, all non-confidential inmate mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

Section 4.15 Visitation.

The CONTRACTOR shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. The CONTRACTOR shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on CDCR's approved visitors list shall be approved by the CONTRACTOR unless security concerns indicate otherwise. Minimum hours of visitation shall be consistent with CDCR regulations. If space is available at the Facility and at the request of CDCR, CONTRACTOR shall provide space appropriate for conjugal visits. The provisioning of said space shall be the expense and obligation of CONTRACTOR.

Section 4.16 Offender Property.

CDCR Offenders shall be allowed to possess personal property as outlined in CCR Title 15. Exclusions may be granted based on facility security requirements. CONTRACTOR shall provide the CDCR allowable property lists prior to the implementation of this agreement. With the consent of CDCR, CONTRACTOR may permit items of property not allowable in California facilities. It shall be the responsibility of CONTRACTOR to insure that any such property is not returned with the inmate on the inmate's return to California. CONTRACTOR will follow CDCR regulations on disposition of property. CONTRACTOR shall compensate offenders for loss or damaged property due to the negligence of the CONTRACTOR in accordance with applicable remedies in CCR Title 15. CONTRACTOR shall not unduly delay resolution of property issues.

Section 4.17 Offender Appeals.

The CONTRACTOR will handle all CDCR Offender appeals/grievances related to CDCR Offenders consistent with CDCR Policy. CDCR shall retain final authority on all issues of appeal. The CONTRACTOR shall provide a monthly summary of appeals by volume and type to the CDCR Contract Monitor.

Section 4.18 Access to Courts.

The CONTRACTOR will ensure all CDCR Offender court related access is in compliance and consistent with the provisions of DOM and CCR Title 15. Regardless of housing, the CONTRACTOR will provide opportunity for meaningful access to federal and California State legal materials at the Facility in accordance with CCR Title 15. On rare occasions, when direct access cannot be provided, the CONTRACTOR shall provide access consistent with DOM and CCR Title 15. The CONTRACTOR shall provide CDCR Offenders legal materials required to meet constitutional standards via computer and appropriate software including California specific material. The

CONTRACTOR shall provide a secure and monitored location to house said computer and associated peripherals. The CONTRACTOR shall provide federal law material; typewriters, including ribbons, and typing paper; notary services (fees apply as per CCR Title 15); copying services, including copier paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent CDCR Offenders. CDCR Offenders need not be afforded access to copiers; however, the CONTRACTOR shall provide a copy of specific information, such as a page from a law book, upon request by a CDCR Offender. A reasonable and consistent copy fee shall be set by the CONTRACTOR. The CONTRACTOR shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.19 Offender Records and Progress Reports.

- 4.19.1 The CONTRACTOR will handle all CDCR Offender Records and ensure compliance consistent with the provisions of DOM and CCR Title 15. Offender institutional records regarding CDCR Offenders while at the Facility shall be collected and maintained on-site by the CONTRACTOR in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The inmate files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to CDCR Offenders, including Offender work/education vocation records, shall be made available immediately to the CDCR Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the CDCR and additional information compiled while the CDCR Offender was at the Facility will be updated and transported with the CDCR Offender to his new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the CDCR Offender.
- 4.19.2 All warrants/holds/detainers received by the CONTRACTOR for a CDCR offender shall be forwarded to the CDCR Contract Monitor within 24 hours.
- 4.19.3 CONTRACTOR will provide approved, selected CDCR medical personnel electronic access to the CONTRACTOR's Electronic Medical Record (IMS 2). All access will comply with HIPAA.

Section 4.20 Transportation & Security.

The CONTRACTOR will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. The CONTRACTOR will provide transportation and transportation staffing consistent with CCR Title 15 and DOM to and from medical appointments, urgent and emergent medical care, and local, state, and federal court appearances within a 150 mile radius of the Facility at CONTRACTOR's cost.

Section 4.21 Removal of Offenders from the Facility.

Except for emergency health care needs, CDCR Offenders shall not be assigned from the Facility without prior written authorization from the CDCR Contract Monitor.

Section 4.22 Use of Force.

The CONTRACTOR's use of force policy and training program for CONTRACTOR staff shall be approved by the CDCR prior to offenders being transferred to the Facility and consistent with the CDCR Use of Force Policy as well as any other applicable use of force law applicable to the Facility or its operations. Following any use of force, an incident report shall be prepared and the CDCR staff shall be notified pursuant to Section 4.24 "Notification of Incidents, Emergencies, Escapes, and Discipline." Video copies of Use of Force incidents and all applicable reports will be provided to

CDCR within timeframes set forth in CDCR policy or as mutually agreed upon. Any incidents of inappropriate or excessive force will be immediately reported to CDCR and local law enforcement.

4.22.1 CONTRACTOR shall utilize only those weapons, munitions, and equipment authorized by CDCR (Attachment E).

Section 4.23 Escapes.

In the event of an escape by a CDCR Offender(s) from the Facility's physical custody, the CONTRACTOR shall, in addition to efforts to apprehend such CDCR Offender(s), immediately notify the CDCR Administrative Officer of the Day (AOD), CDCR I.D./Warrants Unit, and the local law enforcement agencies as required by state statute in the same manner it uses for any other Facility escapees. CONTRACTOR is responsible for reasonable costs associated with an escape, including the cost to dispatch CDCR personnel to assist in the apprehension or conduct an after action review, and including all costs associated with any such escape which are assessed against CDCR by third parties. Annually or upon revision, the CONTRACTOR shall provide CDCR Contract Monitor or designee with a listing of emergency contacts; including, but not limited to, AOD contact information.

Section 4.24 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.

4.24.1 The CONTRACTOR will handle all CDCR Offender related incidents, emergencies, and escapes in compliance with the provisions of DOM and CCR Title 15 unless it conflicts with state laws, in which case state laws control. Incidents involving/impacting CDCR Offenders are to be reported using the established CDCR-approved reporting format. Such incidents are to be reported to the CDCR Contract Monitor as soon as reasonably practical after the incident occurrence. The CONTRACTOR and CDCR will provide each other with a list of names, phone numbers, e-mail addresses, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving any offender, the CONTRACTOR will send to the CDCR Contract Monitor reports on the incident on a timely basis, consistent with CDCR policy.

4.24.2 The CONTRACTOR will handle all CDCR Offender disciplinary related matters according to the applicable provisions of DOM and CCR Title 15. Upon the CDCR Contract Monitor's request, within 14 calendar days following any incident, a critical incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.

4.24.3 The CONTRACTOR will notify the CDCR Contract Monitor or COCF AOD immediately (24 hours a day) by telephone for any:

- a) Offender escape;
- b) Use of deadly force;
- c) Any use of force;
- d) Assault, including sexual assault, by an employee, offender, or civilian;
- e) Disturbance involving three or more offenders;
- f) Death of an offender;
- g) Rape of an offender;
- h) Property destruction rendering a living unit or support service area unusable;
- i) Hostage situation;
- j) Any serious interruptions to institutional services;
- k) Felony behavior by staff or inmates involving CDCR.

All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the facility shall be provided to the CDCR Contract Monitor within 24 hours of the incident. In addition to those incidents listed above, all non-routine offender movement from the Facility, including emergency medical moves and removals from population to a Facility deemed appropriate and operated by the

CONTRACTOR, and other such moves shall also be reported as soon as possible, but not longer than 24 hours of the incident.

4.24.4 Disciplinary reports, reclassification requests, or diagnoses that an offender has a serious medical condition shall be provided to the CDCR Contract Monitor and Receiver's Healthcare Monitor, if designated, weekly. Additionally, the CONTRACTOR shall forward to the CDCR Contract Monitor a monthly report detailing the disciplinary actions taken on CDCR Offenders. The content and form of the report will be mutually agreed upon by both parties to this Agreement. Daily offender movement sheets and daily activity reports shall be provided to the Contract Monitor as well.

4.24.5 The CONTRACTOR will provide a monthly Compstat report to the CDCR Contract Monitor that chronicles/summarizes significant activities occurring during the preceding month.

4.24.6 The CONTRACTOR shall furnish copies of any regularly generated reports that are requested by the CDCR except for those reports which contain confidential financial or company proprietary information unrelated to CDCR Offender case, custody or housing.

Section 4.25 Earned Time/Good Time.

The CONTRACTOR shall furnish specific information consistent with CCR Title 15 to the CDCR for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the CDCR.

Section 4.26 Sentence Computation.

The CONTRACTOR will furnish the CDCR with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CONTRACTOR will assist in providing documents as necessary to ensure compliance with CCR Title 15. The final decision with respect to sentence computation rests with CDCR. Sentence computation will be done by the CDCR. The CDCR will furnish adjusted release dates to the CONTRACTOR as necessary.

Section 4.27 Classification.

The CONTRACTOR will participate as required in all CDCR Offender classification matters and ensure compliance consistent with the applicable provisions of DOM and CCR Title 15. CONTRACTOR must adhere to all ACA, NCCHC, Court mandates and CDCR regulations concerning CDCR inmate placement into administrative segregation including, but not limited to, those specific guidelines applicable in the Coleman class action as applied to Coleman class members placed in administrative segregation. In the event of a conflict in application of the above, the CDCR Contract Monitor shall be consulted for appropriate action. Should CDCR find that it is in the best interest of CDCR to delegate some or all classification matters to CONTRACTOR and CDCR determines that CONTRACTOR's staff is sufficiently trained, CDCR reserves the right to delegate some or all classification matters to CONTRACTOR.

Section 4.28 Facility Space for Hearings, Inspections, Audits, and Contract/Healthcare Monitors.

4.28.1 Adequate facilities for any hearings, inspections, audits, and related CDCR case management activities including: furniture, equipment, on-site clerical support, and security staff, shall be made available to CDCR employees or designated representatives.

4.28.2 Unless required more frequently by law, standard and/or corporate/local policy, the CONTRACTOR will complete documented formal inspections of the following areas,

according to stipulated schedule: Security per shift, Sanitation monthly, Fire/Safety quarterly, and Environmental Health annually.

Copies of the inspection reports, including Quality Assurance (QA) reports and plans of correction will be submitted to the CDCR Contract Monitor, to include action taken to correct noted deficiencies to date. Plans of Correction will be updated monthly until action item(s) are resolved. Proof of practice may be requested by CDCR.

4.28.3 The Facility will complete audits in accordance with CCA policy and ACA standards. CDCR may also conduct audits, and a copy of any such audits shall be provided to CONTRACTOR. CDCR may make a request for a Plan of Correction from CONTRACTOR to be provided within 30 days.

Section 4.29 Public Information.

The CONTRACTOR will process all CDCR Offender publicity issues or requests for information consistent with the applicable provisions of DOM and Title 15. CONTRACTOR shall not be authorized to release publicity concerning CDCR Offenders. They shall not release personal histories or photographs of CDCR Offenders or information concerning their arrivals or departures, except as provided herein. All requests shall be forwarded to the CDCR Office of Communications (see Section 2.05). CONTRACTOR shall notify COCF of any known or anticipated significant media issues involving any inmates housed in CONTRACTOR's facilities.

Section 4.30 Inspections:

The CDCR and/or the Receiver shall have the right to inspect and/or audit the Facility at its discretion with or without advance notice. CONTRACTOR reserves the right to deny access during off hours (defined as the period between 8PM and 8AM) to individuals not identified previously to them either in this contract or otherwise in writing. In such event, prior to denying authorization, CONTRACTOR shall first contact the CDCR Contract Monitor for direction and/or approval authority. CONTRACTOR reserves the right to request proper identification prior to admission in all cases.

Section 4.31 Offender Account Deductions (Restitution) Collection and Accounting.

CONTRACTOR shall be responsible for collecting restitution from the wages and account deposits of inmates who owe restitution, pursuant to Penal Code § 2085.5, as further detailed in CCR Title 15 Section 3097. As of the date of this contract, that amount is 50% or the balance owing, whichever is less. In addition, an administrative fee of 10% of the deduction shall be deducted to reimburse administrative costs, for a maximum deduction of 55% of the inmate's wages and deposits. By entering into this agreement, CONTRACTOR acknowledges that CONTRACTOR is responsible for satisfying CDCR's restitution obligations under such regulations as they currently exist and as they may be amended in the future.

CONTRACTOR shall collect restitution fines beginning with the oldest first. CONTRACTOR shall collect direct orders of restitution when notified by CDCR to activate the direct order, in which case it shall be collected upon as first priority, above any restitution fines, as expressed in penal code § 2085.5.

CONTRACTOR shall hold such funds in an interest-bearing account in trust for the State for the purposes set forth in said statute and regulations, and shall not commingle such funds with CONTRACTOR's own funds or with any other funds.

The CONTRACTOR shall also ensure that the restitution collections and administrative fees are not commingled and are submitted to the Department separately (by separate checks).

Note – fines and direct orders may have the same case number but must be accounted for separately.

CONTRACTOR shall at all times keep an accurate and up-to-date accounting of all such funds and restitution information and shall remit the inmate fund collections and associated inmate case information to CDCR as directed. By the 10th of each month following collections, CONTRACTOR shall forward the amount of restitution and administrative fees to:

Inmate Accounting Branch,
P.O. Box 276088,
Sacramento, CA 95827

The remittance shall include an itemized statement which includes the CDCR number, inmate name, case number, sentencing date, sentencing county, designation of fine or direct order, original fine/order amount, amount of restitution collected, date(s) of deductions, amount of administrative fees collected and balance still owing. The remittance must be subtotaled by restitution fines and direct order amounts. In addition, CONTRACTOR shall timely provide an accounting of all such funds to CDCR at any time upon request. Any such restitution funds remaining in CONTRACTOR's possession at the end of the contract shall be remitted to the State for proper disposition pursuant to said Statute and regulations. Upon mutual agreement or as deemed necessary by CDCR for the efficient management of inmate restitution the CONTRACTOR shall receive and transmit the restitution collection data through an electronic interface with CDCR, Restitution, Accounting and Canteen System (RACS). The design, testing, and documentation of the CONTRACTOR's interface shall be subject to CDCR's approval and must be utilized and supported without additional cost to CDCR.

Section 4.32 Policy and/or Procedure Changes.

The CONTRACTOR will process all policy and procedural changes consistent with the applicable provisions of DOM and CCR Title 15. The Warden or designee shall be responsible for posting and distribution as necessary of CDCR regulatory or court mandated notices to inmates and shall substantiate such postings/distributions on the applicable CDCR form.

Section 4.33 Quality Assurance and Initial Security Audit.

The CONTRACTOR shall perform customary and usual Quality Control Audits of the facility as well as associated Corrective Plans of Action and provide those to CDCR upon completion. CONTRACTOR agrees to include in those audits, such items for review, in addition to those reviewed in the previous audit, such items shall be provided by to CDCR upon completion. CDCR shall be responsible for providing such reports and Corrective Plans of Action to the Receiver and Special Masters upon request and shall advise CONTRACTOR when providing such reports. CONTRACTOR will have a routine physical plant maintenance schedule and review of the compliance with scheduled maintenance shall be a part of the QA process. Any significant issues will be reported to the Contract Monitor.

Section 4.34 Tobacco – Prohibitions.

No CDCR offender will be allowed to use, possess, or purchase any tobacco products. Nor shall they be subject to second hand smoke from staff or offenders from other jurisdictions who may be housed in the Facility. However, consistent with CCR Title 15, the use of tobacco products may be approved by CDCR for use in the CONTRACTOR's facilities for inmate religious ceremonies.

Section 4.35 Lockdown/Modified Program.

CONTRACTOR must report any lockdowns or modifications of programs for the CDCR inmate populations, including compilation of CDCR documentation, in accordance with CCR Title 15. CONTRACTOR must submit a written unlock plan utilizing approved forms for approval by Contract Monitor prior to resuming the normal or modified program. CONTRACTOR shall not unduly delay return to normal program for any population that is placed on lockdown or modified program.

Section 4.36 Research.

No research on CDCR offenders shall be conducted without prior written CDCR approval. CONTRACTOR shall comply with CDCR research requests regarding CDCR offenders to the extent such requests do not result in increased costs to CONTRACTOR or cause staff to deviate from primary duties.

Article V

FACILITY EMPLOYEES

Section 5.01 Independent Contractor.

The CONTRACTOR and its employees are associated with CDCR only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services set out herein, the CONTRACTOR is and shall be an independent CONTRACTOR and, subject to the terms of this Agreement, shall have the sole right to manage the operations of the Facility. The CONTRACTOR shall perform its duties hereunder as an independent CONTRACTOR and not as an employee. Neither the Facility nor any agent or employee of the CONTRACTOR has the authority, actual or implied, to bind, incur liability, or act on behalf of the CDCR or the State. Neither the CONTRACTOR nor any agent or employee of the CONTRACTOR shall accrue leave, retirement, insurance, bonding or any other benefit afforded to the employees of California as a result of this Agreement.

Section 5.02 Personnel.

Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with CONTRACTOR operating requirements. All personnel hired shall be subject to background checks to include both Federal and State criminal records checks and a Federal criminal search based on social security number and residence to include a records search based on any discovered undisclosed addresses, as well as an assets control search. All background checks shall be completed prior to CDCR Offender contact. Such policies and procedures, including a position description that clearly states the experience and skill requirements of the position, shall be provided for all facility management positions. CDCR shall be notified in the event of a vacancy in a management position affecting CDCR populations. CONTRACTOR shall take under advisement legitimate CDCR requests that specific staff, contractors or volunteers not be allowed to work with or in proximity of CDCR Offenders. CONTRACTOR shall make all efforts to reasonably comply with such requests. CONTRACTOR shall require all employees and applicants to document current relationships with CDCR inmates and/or parolees. Additionally, it is required that CONTRACTOR requires employees to report any newly developed relationships with CDCR inmates and/or parolees as the relationships arise. CONTRACTOR shall require all employees and applicants to report any negative law enforcement contact. CONTRACTOR shall provide CDCR Contract Monitor all such documents and reports.

Section 5.03 Training.

All personnel shall be trained in accordance with CONTRACTOR personnel policies and procedures. CDCR will provide, at least annually, training regarding their policies and procedures and Security

Threat Groups to CONTRACTOR's personnel at a mutually agreed upon site, as CDCR or CONTRACTOR may request.

CONTRACTOR shall be responsible for all expenses associated with the transporting of CONTRACTOR's employees to that site for training and for CDCR staff as mutually agreed upon.

CONTRACTOR agrees to run simulated drills (i.e. alarm response drills, man-down drills, Special Operations Response Team training, escape pursuit and staff accountability drills) as needed to ensure the safe operation of the facilities.

CONTRACTOR will report to CDCR Contract Monitor or designee through mutually agreed upon procedure to track these drills.

Section 5.04 Worker's Compensation.

CONTRACTOR hereby represents and warrants that CONTRACTOR is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at CONTRACTOR's expense, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, CONTRACTOR shall furnish to the State evidence of valid workers' compensation coverage. CONTRACTOR agrees that the workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement.

CONTRACTOR agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. The State reserves the right to verify the CONTRACTOR's evidence of coverage. In the event the CONTRACTOR fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

CONTRACTOR also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of CONTRACTOR's workers' compensation claims and losses by CONTRACTOR's officers, agents and employees related to the performance of this Agreement. CDCR Offenders are not the CONTRACTOR's officers, agents or employees.

Section 5.05 CDCR Non-Liability for Injuries Caused by Inmates.

Neither the State nor any State employee will be liable to the CONTRACTOR or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the CONTRACTOR any statement(s) known to State staff made by any inmate or parolee which indicate(s) violence that may result in any specific situation, the same responsibility will be shared by the CONTRACTOR in disclosing such statement(s) to the State.

Article VI

COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders.

The terms of this Agreement apply only to CDCR Offenders. Nothing in this Agreement shall be construed to impose upon the CDCR any financial or other obligations for any non-CDCR Offender housed in the Facility. The CONTRACTOR's costs of operations including start-up expenses, legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a CDCR Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the compensation set forth herein.

Section 6.02 Payment.

- 6.02.1 CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Tallahatchie County Correctional Facility. CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$67.34 at La Palma Correctional Center, and Red Rock Correctional Center. CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$61.00 for all CDCR Offenders housed at North Fork Correctional Facility. The last 100 beds at LPCC, 8 beds at RRCC, and 12 beds at TCCF shall be at the same per diem rate as NCF at \$61.00. If the actual occupancy is less than 90% of CONTRACTOR's overall contract capacity, all beds comprising the difference between the actual occupancy and 90% of CONTRACTOR's overall contract capacity shall be at the per diem rate of \$64.82.
- 6.02.2 Reimbursable Expenses as set forth in Sections 3.03, 3.04 and 4.05.1 of this Agreement or such other sections as may set forth a CDCR cost reimbursement obligation.
- 6.02.3 Nothing herein shall prevent the CONTRACTOR from seeking a per diem increase in the second year of this contract (Fiscal Year 2013) or during any renewal year. Such per diem increase shall be subject to legislative appropriation.

Section 6.03 Change in Governing Standards.

If, during the course of this Agreement, changes are made to any governing policies, procedures, protocols or other governing standards referenced herein and CDCR requests that the CONTRACTOR make revisions to its operations to comply with said change, CONTRACTOR shall be given the opportunity to review the impact of the requested change, with respect to cost and operational practices, prior to implementing the change. Unless such compliance is required by statute or court order, CONTRACTOR shall not be required to make changes during the contract term that increase its costs or impact its operational practices unless the parties negotiate in good faith a modification to this Agreement for CDCR to provide adequate reimbursement or other compensation to the increased cost and/or to define the agreed implementation plan with corresponding timeline for those changes impacting operational practices. Provided further, the parties recognize that they have entered into this Agreement based upon currently existing operating requirements. Should a change in any of these requirements occur which necessitates a change in the scope of services and/or necessitates additional services so as to increase or decrease the cost of operating or performing other services as contemplated by this Agreement, either party may present documentation to support an increase or decrease to the per diem rate. Thereafter, the parties will use their best efforts to arrive at a mutually accepted increase or decrease in the per diem rate. Specifically it is understood that CDCR may require additional medical and healthcare staffing above that as shown in the staffing information provided by CONTRACTOR (said staffing information is attached hereto as Attachment A, and is incorporated into this Agreement by reference and specifically made a part hereof). In said event CDCR agrees to bear the actual cost incurred by CONTRACTOR in providing those additional medical and healthcare services.

Section 6.04 Billings.

CONTRACTOR will submit detailed invoices for payment of the compensation payable by CDCR to CONTRACTOR pursuant to the terms of Section 6.02, above, with supporting documentation to

CDCR, in arrears on a monthly basis within five business days of month end, though the failure to do so shall not negate the obligation of CDCR to pay such invoice. CDCR will make payment within 45 days of receipt of the invoice.

Section 6.05 Taxes/Utilities.

CONTRACTOR shall pay all local, state, federal taxes and all utilities charged, incurred, or imposed with respect to the Facility.

Article VII

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Indemnification.

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature, including death resulting there from, to all persons, whether employees of the CONTRACTOR or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of the CONTRACTOR, including its officers, directors, employees, subcontractors, or agents, in performance of the duties of this Agreement. If any claims for such damage or injury, including death resulting there from, be made or asserted, whether or not such claims are based upon the CONTRACTOR's, including its officers, directors, employees, subcontractors, or agents, active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the CONTRACTOR agrees to indemnify, defend and hold harmless, the State and CDCR, their officers, agents, servants and employees, and the Receiver appointed in the Federal case of *Plata v. Brown*, from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, that the State and CDCR, their officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and the CONTRACTOR agrees to and does hereby assume, on behalf of the State and CDCR, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, CDCR or their contractors (if any), their officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State and CDCR, their officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, their officers, agents, servants or employees in any such action. Notwithstanding any provision herein to the contrary, the CONTRACTOR's responsibility and liability under this Section 7.01 does not include any responsibility or liability for CDCR Offender workers compensation claims. As part of the CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, the CONTRACTOR further agrees to hold harmless, defend and indemnify the State and CDCR for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim, whether frivolous or not, or suit which may be asserted or brought against the State, CDCR or the CONTRACTOR as a result of any injury or damage to any person or persons, including death, or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any CONTRACTOR or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the CONTRACTOR.

The CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and indemnify the State and CDCR for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the CONTRACTOR, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the CONTRACTOR on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

Section 7.02 Legal Proceedings.

The CONTRACTOR shall not be responsible for defending any post conviction action, including appeals and writs of habeas corpus, by any offender challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.03 Insurance.

The CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. The CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of California and its respective agencies shall be included as additional insured's under the policy of general liability insurance coverage issued to the CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insured's. Vehicle liability coverage for all vehicles used by the CONTRACTOR shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

The CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage, including employer liability, in the amount and manner required by law for all employees of the CONTRACTOR.

The CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the CONTRACTOR under this Contract and for which the CONTRACTOR may be liable to the State or CDCR under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

All insurance coverage shall be obtained by the CONTRACTOR through an insurance agent licensed in the state where the Facility is located and such coverage shall be provided by an insurance company licensed to issue such coverage in such state. No "self-insurance" coverage shall be acceptable unless the CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the state where the Facility is located, or is an insured member of a self-insurance group that is licensed to self-insure in such state. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State and CDCR.

All insurance coverage required to be obtained by the CONTRACTOR shall continue in full force and effect during the term of the Contract and any extension thereof. Proof of insurance policies must be delivered prior to the date on which the services of the CONTRACTOR shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in the state where the Facility is located and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The CONTRACTOR may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the CONTRACTOR, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

The CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum the CONTRACTOR may wish to purchase for its own benefit.

As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

Section 7.04 Certificate of Insurance and Cancellation.

During the performance of the management services hereunder, the CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to CDCR for the mutual protection and benefit of it and CDCR, naming CDCR as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the CONTRACTOR's operation and management services hereunder, whether same be by the CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CDCR shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to CDCR within fifteen (15) days of receipt by CONTRACTOR.

Section 7.05 Defense/Immunity.

By entering into the Contract, neither the State, CDCR nor the CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the CONTRACTOR may not assert the defense of sovereign immunity.

Section 7.06 Notice of Claims.

Within ten (10) business days after receipt by CDCR, or of any agent, employee or officer of CDCR, of a summons in any action, or within ten (10) business days of receipt by CDCR, or of any agent, employee or officer thereof, of notice of claim, CDCR, or any agent, employee or officer, shall notify the CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that the CONTRACTOR's defense of the claim is not harmed by failure to comply with the

notice requirements. Failure to comply with the notice requirements may result in the CONTRACTOR's refusal to indemnify CDCR or any agent, employee or officer, but only if such failure to notify results in a prejudice to the CONTRACTOR, CDCR or any agent, employee or officer. The CONTRACTOR will provide CDCR similar notice of claims.

Section 7.07 Prior Occurrences.

The CONTRACTOR shall not be responsible for any losses or costs resulting from offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

Section 7.08 Waiver.

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 7.09 Risk of Physical Damage to Facility.

The risks and costs of physical damage to the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per offender day as provided in Article VI. This does not preclude CONTRACTOR from taking action against an offender who causes such damages.

Article VIII.

DEFAULT AND TERMINATION

Section 8.01 CDCR Default.

Each of the following shall constitute an Event of Default on the part of the CDCR:

- 8.01.1 Failure to pay any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due, provided such failure to pay shall not constitute an Event of Default if CDCR has withheld any payment to CONTRACTOR pursuant to statutory authority.
- 8.01.2 Failure by CDCR to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the CONTRACTOR.

Section 8.02 CONTRACTOR Default.

Each of the following shall constitute an Event of Default on the part of the CONTRACTOR:

- 8.02.1 The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by CONTRACTOR hereunder, which such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.

- 8.02.2 The failure of CONTRACTOR to meet or comply with any applicable federal or state requirement or law, which such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.
- 8.02.3 The failure of CONTRACTOR to comply with any applicable CDCR policy for which CONTRACTOR has not received a prior written waiver from CDCR, when such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor. Provided, however, the Contract Monitor shall not unilaterally provide written notices of deficiency regarding any areas where there is a conflict between Governing Standards, pursuant to Section 9.27, and until the CONTRACTOR and CDCR have had an opportunity to mutually agree upon the appropriate Governing Standard pursuant to Section 9.27.
- 8.02.4 If CONTRACTOR (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within sixty (60) days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.
- 8.02.5 The discovery by CDCR that any statement, representation or warranty in this Agreement on the part of CONTRACTOR is false, misleading, or erroneous in any material respect.

Section 8.03 Notice of Breach.

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Agreement pursuant to Section 2.03 of this Agreement.

Section 8.04 Time to Cure.

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Section 8.05 Remedy for Default.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to: reducing its claim to judgment, including seeking an award of attorney's fees and costs, taking action to cure the Event of Default, and termination of the Contract.

Section 8.06 Waiver.

No waiver of any breach of any terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 8.07 Termination for Immediate Threat.

The requirement of written notice and opportunity to cure as provided in Sections 8.02, 8.03 and 8.04 will not apply if the CDCR, in its sole discretion, determines that a CONTRACTOR default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees or offenders. In such event the parties shall mutually cooperate for an immediate return of CDCR offenders consistent with the availability of transportation and housing.

Section 8.08 Force Majeure.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Article IX

MISCELLANEOUS

Section 9.01 Integration.

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

Section 9.02 Disputes Contract or Billing Disputes.

As a condition precedent to CONTRACTOR's right to institute and pursue litigation or other legally available dispute resolution process, if any, CONTRACTOR agrees that all disputes and/or claims of CONTRACTOR arising under or related to the Agreement shall be resolved pursuant to the following processes. CONTRACTOR's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, CONTRACTOR agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. CONTRACTOR's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

Unless provided otherwise at the time of payment, the acceptance by CONTRACTOR of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to CONTRACTOR for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or

arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

CONTRACTOR and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt, in good faith, to resolve the dispute or claim by informal discussion(s). CONTRACTOR shall identify the issues and the relief sought.

The program or institution contract liaison shall issue an informal written statement to CONTRACTOR regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to CONTRACTOR of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to CONTRACTOR's satisfaction by the informal appeal process, CONTRACTOR may file with the Associate Director, Procurement and Contracts Branch (PCB), OBS, a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Associate Director
Procurement and Contracts Branch
Office of Business Services
California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, California 94283-0001

CONTRACTOR shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for CONTRACTOR's claim or dispute, and CONTRACTOR's legal, technical and/or other authority upon which CONTRACTOR bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If CONTRACTOR is a corporation, the written certification shall be signed by an officer thereof. If CONTRACTOR is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If CONTRACTOR is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, PCB, OBS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to CONTRACTOR's satisfaction, or CONTRACTOR has not received a written decision from the Associate Director, PCB, OBS, after thirty (30) calendar days, or other mutually agreed extension, CONTRACTOR may thereafter pursue its right to institute other dispute resolution process(es) if any, available under the laws of the State of California.

Section 9.03 Computer Software Management Memo.

CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Section 9.04 Accounting Principles – No Dual Compensation.

The CONTRACTOR will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a CONTRACTOR cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Section 9.05 Subcontractor/Consultant Information.

CONTRACTOR is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the CONTRACTOR shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

Section 9.06 Employment of Ex-Offenders.

CONTRACTOR cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a) Ex-Offenders on active parole or probation;
- b) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- c) Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the CONTRACTOR subject to the following limitations:

- a) CONTRACTOR shall obtain the prior written approval to employ any such ex-offender from the Out-of-State Administration Unit; and
- b) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

Section 9.07 Electronic Waste Recycling.

The CONTRACTOR certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. CONTRACTOR shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

Section 9.08 Excise Tax.

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Section 9.09 Licenses and Permits.

The CONTRACTOR shall be an individual or firm licensed to do business in the state in which the facility is located and shall obtain at CONTRACTOR's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, CONTRACTOR agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the CONTRACTOR fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Section 9.10 Conflict of Interest.

The CONTRACTOR and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

Former State Employees

- 1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an agreement in which he or she is engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the CONTRACTOR shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The CONTRACTOR shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the CONTRACTOR shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees; except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any

company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the CONTRACTOR, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors and/or shareholders.

The CONTRACTOR shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The CONTRACTOR shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the CONTRACTOR's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the CONTRACTOR's business status or structure that could affect the performance of the CONTRACTOR's duties under the Agreement.

If the CONTRACTOR violates any provision of the above paragraphs, such action by the CONTRACTOR shall render this Agreement void at the option of CDCR.

Section 9.11 CONTRACTOR Employee Misconduct.

During the performance of this Agreement, it shall be the responsibility of the CONTRACTOR, whenever there is an allegation of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the CONTRACTOR has taken such remedial action, in the event of employee misconduct with inmates and/or parolees, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the CONTRACTOR, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the CONTRACTOR to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement. Nothing contained in this paragraph shall be deemed to constitute a waiver of any attorney/client privilege or of the work product doctrine privilege.

The CONTRACTOR shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the CONTRACTOR shall report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the CONTRACTOR's facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided the CONTRACTOR has evidence-based, reasonable suspicion of the crime or offense.

Section 9.12 Equal Employment Opportunity.

CONTRACTOR agrees to comply with all Equal Employment Opportunity laws applicable to the operation of the facility in State.

Section 9.13 Binding Nature.

Upon its execution by both parties, this Agreement shall be binding on the parties.

Section 9.14 Invalidity and Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

Section 9.15 Jurisdiction and Venue.

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

Section 9.16 Subcontracting and Assignment.

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the CDCR and any subcontractors, and no subcontract shall relieve the CONTRACTOR of CONTRACTOR's responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to CDCR for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the CDCR's obligation to make payments to the CONTRACTOR. As a result, the CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Section 9.17 California General Terms and Conditions – Incorporation by Reference.

By reference, all of the State of California's General Terms and Conditions posted on the California Department of General Services' internet address at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> are incorporated herein.

Section 9.18 Notices.

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement. CDCR and CONTRACTOR will be provided information on where to send notices prior to occupancy of Facilities.

Section 9.19 Confidentiality of Records.

CDCR and CONTRACTOR agree that all inmate records and inmate/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement. CONTRACTOR, by acceptance of this Agreement, is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations 9cfr), Title 45, Sections 164.501 et seq.); the California Government Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Section 9.20 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations.

Unless otherwise provided, and when appropriate, CONTRACTOR agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR and the CONTRACTOR.

Section 9.21 Reporting.

CONTRACTOR shall submit to the CDCR Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in the CONTRACTOR's duties and obligations, regarding the performance of the Agreement. Such written analysis shall be in accordance with the procedures developed and prescribed by the CDCR. The preparation of reports in a timely manner shall be the responsibility of the CONTRACTOR and failure to comply may result in delay of payment of funds. Required reports shall be submitted to the CDCR not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.22 Records.

Unless otherwise provided CONTRACTOR shall compile and maintain a complete file of each CDCR Offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this Agreement, including medical, counseling, classification and disciplinary documents, in individual files. Further, the CONTRACTOR shall permit the CDCR or its designated representative to audit, inspect, and copy such files and records during the term of this Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement. Such files and records will be deemed to be the property of the CDCR and shall be available for inspection by the CDCR and shall be returned to the CDCR upon discharge of a CDCR Offender from Facility. The CONTRACTOR may keep copies of said documents as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CDCR. No files or records in which a CDCR Offender is individually identifiable by name, shall be released to any third party without express, advance authorization of CDCR, except in medical emergencies.

9.22.1 The CONTRACTOR shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Agreement. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which an Agreement payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Facility records. The CDCR's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which the CONTRACTOR sought reimbursement under this Agreement.

9.22.2 All such records, documents, communications and other materials shall be the property of CDCR and shall be maintained by the CONTRACTOR, in a central location with a designated custodian, on behalf of CDCR, for a period of three (3) years from the final payment of this Agreement, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal government had begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit finding.

9.22.3 CONTRACTOR shall permit the CDCR to audit and/or inspect its records during the term of this Agreement and for a period of three (3) years following the termination of the Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement.

Section 9.23 No Third Party Benefit Except As Provided.

This Agreement shall benefit and burden the parties hereto in accordance with its Terms and Conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement and the Receiver as provided in Section 4.05.6. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any CDCR Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. CDCR Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

Section 9.24 Survival of Certain Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all Terms and Conditions of this Agreement and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the CDCR as provided herein in the event of such failure to perform or comply by CONTRACTOR.

Section 9.25 Counterparts/Facsimile Signature.

This Agreement may be executed in counterparts. The parties shall exchange their executed counterpart to each other, both by first class mail. The parties may treat a facsimile signature as a valid signature and when both parties have executed this Agreement, they may transmit their signature on the contract to the other, and when mutually exchanged by facsimile, this Agreement may be deemed fully executed.

Section 9.26 Amendment.

This Agreement shall not be altered, changed or amended except by mutual consent of the parties in writing.

Section 9.27 Governing Standards.

In the event of a conflict between any of the governing standards, rules, regulations, policies or procedures referenced herein, including, but not limited to ACA, NCCHC, Title 15, CONTRACTOR policy and procedure, CDCR DOM, and CDCR rules, regulations and policies, then the CONTRACTOR and CDCR shall mutually agree upon the standard, rule, regulation, policy or procedure to be followed. If the CDCR Contract Monitor and Facility Warden are unable to reach an agreement within three (3) days, the conflict shall be resolved by the CONTRACTOR Chief Corrections Officer and CDCR Health Care Officer. The parties shall make a good faith effort to resolve the conflict and neither party shall unreasonably withhold their approval. In resolving the

conflict, the parties shall take into account facility issues such as: security and uniformity of polices as well as specific needs of CDCR offender management. This provision shall not apply if compliance with a standard, rule, policy or procedure is required by court order.

Section 9.28 ADA.

CONTRACTOR agrees that by signing this Agreement, it is assuring CDCR that it complies with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq., as applicable, which prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the A.D.A.

NORTH FORK CORRECTIONAL FACILITY

CONTRACT STAFFING PATTERN

Sayre, Oklahoma

1,680 Beds (CDCR)

STAFF DEPLOYMENT BY SHIFT AND POSITION	
MANAGEMENT/SUPPORT	22.00
SECURITY/OPERATIONS	122.00
UNIT MANAGEMENT	169.00
MAINTENANCE	9.00
SERVICES	4.00
PROGRAMS	12.00
HEALTH SERVICES	32.00
EDUCATION	25.50
TOTAL	395.50

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	2	0	0	5	1.00	2.00
Training Manager	1	0	0	5	1.00	1.00
Facility Controller	1	0	0	5	1.00	1.00
Bookkeeper	1	0	0	5	1.00	1.00
Accounting Clerk	2	0	0	5	1.00	2.00
Human Resources Manager	1	0	0	5	1.00	1.00
Human Resources Assistant	1	0	0	5	1.00	1.00
Master Scheduler	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Investigator	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Mailroom Manager	1	0	0	5	1.00	1.00
Mailroom Clerk	2	0	0	5	1.00	2.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk - Grievance	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
TOTAL						22.00

SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
Assistant Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor - CA Administrative Review	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - CA Administrative Review	0	1	0	5	1.00	1.00
SCO - CA Administrative Review	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - DHO	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - STG	1	0	0	5	1.00	1.00
SCO - K-9	1	0	0	5	1.00	1.00
SCO - Intake/Release/Property	1	0	0	5	1.00	1.00
* Intake/Release/Property Officer	1	1	0	5	1.00	2.00
SCO - Armory/Key Control	1	0	0	5	1.00	1.00
* CA Administrative Review	1	1	0	5	1.00	2.00
* Visitation Officer	4	0	0	2	1.00	4.00
SCO - Transportation	3	0	0	5	1.21	4.00
* Transportation Officer	5	0	0	5	1.21	6.00
* Work Detail Officer	2	0	0	5	1.00	2.00
* Education Officer	2	0	0	5	1.00	2.00
* Vehicle Sallyport Officer	1	0	0	5	1.00	1.00

NORTH FORK CORRECTIONAL FACILITY
Sayre, Oklahoma
1,680 Beds (CDCR)

CONTRACT STAFFING PATTERN

SECURITY/OPERATIONS	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
8-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
* Kitchen Officer	1	1	0	7	1.70	3.00
* Back Gate Officer	1	0	0	5	1.00	1.00
* Laundry Officer	1	1	0	5	1.21	2.00
SCO - Housing Zones	0	0	3	7	1.70	5.00
* Yard Officer	2	2	0	7	1.70	7.00
Administrative Clerk - CA Administrative Review	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
SECURITY/OPERATIONS	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
12-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Shift Supervisor	1	1		7	2.20	5.00
Assistant Shift Supervisor	2	2		7	2.20	9.00
* Central Control Officer	2	2		7	2.20	8.80
* Perimeter Security (Mobile) Officer	2	2		7	2.20	8.80
* Front Gate Checkpoint (Lobby)	1	1		7	2.20	4.40
* Recreation Officer	6	0		7	2.20	13.20
* Medical Officer	1	1		7	2.20	4.40
* Utility/Search & Escort Officer	3	3		7	2.20	13.20
* Utility/Search & Escort Officer - Flex Shift	1	0		7	2.20	2.20
TOTAL	19	12				122.00

UNIT-MANAGEMENT	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
8-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Unit Manager	7	0	0	5	1.00	7.00
Classification Supervisor	1	0	0	5	1.00	1.00
Classification Coordinator	1	0	0	5	1.00	1.00
Case Manager	14	0	0	5	1.00	14.00
Correctional Counselor	8	6	0	5	1.00	14.00
Jobs Coordinator	1	0	0	5	1.00	1.00
Records Supervisor	1	0	0	5	1.00	1.00
Records Clerk	2	0	0	5	1.00	2.00
Administrative Clerk - Jobs	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
* Housing Officer - Observation / Rover	6	6	0	7	1.70	20.00
UNIT MANAGEMENT	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
12-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Unit A - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Unit B - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Unit C - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Unit D - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Unit E - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Unit F - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Unit J - 240-Bed Cellblock						
* Housing Officer	2	2		7	2.20	8.80
Special Management - 120-Bed Cellblock (J-Pod)						
SCO	1	0		7	2.20	2.50
* Pod Control Officer	1	1		7	2.20	4.40
* Housing Officer	5	3		7	2.20	17.60

NORTH FORK CORRECTIONAL FACILITY
Sayre, Oklahoma
1,680 Beds (CDCR)

CONTRACT STAFFING PATTERN

UNIT MANAGEMENT 12-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Special Management - 72-Bed Cellblock					
SCO	1	0	7	2.20	2.50
* Pod Control Officer	1	1	7	2.20	4.40
* Housing Officer	3	2	7	2.20	11.00
TOTAL	26	21			169.00

MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Assistant Maintenance Supervisor	0	1	0	5	1.00	1.00
Maintenance Worker	6	0	0	5	1.00	6.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						9.00

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse Manager	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	3	0	0	5	1.00	3.00
** Food Service Manager	1	0	0	5	1.00	Contract
** Assistant Food Service Manager	0	1	0	5	1.00	Contract
** Food Service Supervisor	2	2	0	7	1.40	Contract
TOTAL						4.00

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Recreation Supervisor	1	0	0	5	1.00	1.00
Counselor - Cognitive Behavior	4	0	0	5	1.00	4.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Coordinator	0	0	0	5	1.00	0.00
Addictions Treatment Counselor	4	0	0	5	1.00	4.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Contract Attorney				CONTRACT / PRN		
TOTAL						12.00

HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Health Service Administrator	1	0	0	5	1.00	1.00
Physician (CMA)	1	0	0	5	1.00	1.00
ARNP/PA (CMA)	1	0	0	5	1.00	1.00
ARNP/PA, Part-Time (CMA)	0	1	0	5	0.50	0.50
Dentist (CMA)	1	0	0	5	1.00	1.00
Dentist, Part-Time (CMA)	1	0	0	5	0.50	0.50
Dental Assistant	2	0	0	5	1.00	2.00
Dental Hygienist	1	0	0	5	1.00	1.00
Clinical Supervisor	1	0	0	5	1.00	1.00
RN	0	0	0	5	1.00	0.00
RN - CQI Nurse	1	0	0	5	1.00	1.00
RN	2	1	1	7	1.70	7.00
LPN	1	0	0	5	1.00	1.00
LPN - Health Information Specialist	1	0	0	5	1.00	1.00
LPN	1	1	1	7	1.70	5.00

NORTH FORK CORRECTIONAL FACILITY
Sayre, Oklahoma
1,680 Beds (CDCR)

CONTRACT STAFFING PATTERN

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
HEALTH SERVICES						
Certified Medication Assistant	1	0	0	7	1.70	2.00
Psychologist / LCSW	1	0	0	5	1.00	1.00
Psychologist / Deputy, Mental Health Director	1	0	0	5	1.00	1.00
Psychologist	0	0	0	5	1.00	0.00
Medical Records Supervisor	1	0	0	5	1.00	1.00
Medical Records Clerk	1	1	0	5	1.00	2.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Psychiatrist	CONTRACT / 20 HOURS PER WEEK					
** Psychologist / LCSW	CONTRACT / PRN					
TOTAL						32.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
EDUCATION						
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	1	0	0	5	1.00	1.00
Education Counselor	1	0	0	5	1.00	1.00
Academic Instructor	12	0	0	5	1.00	12.00
Associate Instructor	1	0	0	5	1.00	1.00
Vocational Instructor	7	0	0	5	1.00	7.00
Library Aide	1	0	0	5	1.00	1.00
Library Aide, Part-Time	1	0	0	5	0.50	0.50
Administrative Clerk	1	0	0	5	1.00	1.00
** Librarian	CONTRACT / PRN					
** Diagnostician	CONTRACT / PRN					
** Educational Instructor (Substitute)	CONTRACT / PRN					
TOTAL						25.50

* Post positions included in the Correctional Officer job description.

NORTHFORK1680-07/31/12

** Positions hired under a contractual or fee basis for services rendered.

RED ROCK CORRECTIONAL FACILITY
Eloy, Arizona
1,596 Beds (CDCR Inmates)

CDCR CONTRACT SP
PROPOSAL 10-2010

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	23.00
SECURITY/OPERATIONS	117.00
UNIT MANAGEMENT	151.00
MAINTENANCE	7.00
SERVICES	4.00
PROGRAMS	18.00
HEALTH SERVICES	34.07
EDUCATION	21.00
TOTAL	375.07

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	2	0	0	5	1.00	2.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Accountant	1	0	0	5	1.00	1.00
Accounting Clerk	2	0	0	5	1.00	2.00
Manager, Human Resources	1	0	0	5	1.00	1.00
HR Generalist	1	0	0	5	1.00	1.00
Personnel Assistant	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Investigator	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Computer Support Assistant****	1	0	0	5	1.00	1.00
Administrative Supervisor	1	0	0	5	1.00	1.00
Mailroom Supervisor	1	0	0	5	1.00	1.00
Mailroom Clerk	3	0	0	5	1.00	3.00
Administrative Clerk	1	0	0	5	1.00	1.00
Administrative Clerk, Part-Time (HR)	1	0	0	5	0.50	0.50
Administrative Clerk, Part-Time (Business)	1	0	0	5	0.50	0.50
TOTALS						23.00

SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
Assistant Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.70	5.00
Shift Supervisor - CA Administrative Review	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - CA Administrative Review	0	1	0	5	1.00	1.00
Assistant Shift Supervisor	1	1	1	7	1.70	5.00
Assistant Shift Supervisor - DHO	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - STG	1	0	0	5	1.00	1.00
SCO - CA Administrative Review	1	0	0	5	1.00	1.00
SCO - Housing Zone	0	0	2	7	1.70	3.00
SCO - K-9	1	0	0	5	1.00	1.00
SCO - Armory/Key Control Officer	1	0	0	5	1.00	1.00
* CA Administrative Review	1	1	0	5	1.00	2.00
* Visitation Officer	3	0	0	5	1.21	4.00
* Laundry Officer	1	1	0	5	1.20	2.00

RED ROCK CORRECTIONAL FACILITY
Eloy, Arizona
1,596 Beds (CDCR Inmates)

CDCR CONTRACT SP
PROPOSAL 10-2010

SECURITY/OPERATIONS	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
* Education Officer	1	1	0	5	1.20	2.00
* Front Entrance (Lobby) Officer	1	1	0	7	1.70	3.00
* Central Control Officer	3	3	2	7	1.70	14.00
* Perimeter Patrol Officer	2	2	2	7	1.70	10.00
* Yard Control Officer	1	1	0	7	1.70	3.00
* Recreation Officer	5	5	0	7	1.70	17.00
* Utility/Search & Escort Officer	2	3	2	7	1.70	12.00
* Transportation Officer	6	0	0	5	1.20	7.00
* Kitchen Officer	1	1	0	7	1.70	3.00
* Medical Officer	1	1	1	7	1.70	5.00
* Medical Officer	1	1	0	5	1.21	2.00
* Vehicle Sallyport	1	1	0	5	1.00	2.00
SCO - Intake/Property	1	0	0	5	1.00	1.00
* Intake/Property Officer	2	0	0	5	1.00	2.00
* Work Detail Officer	2	0	0	5	1.20	2.00
Administrative Clerk	1	1	0	5	1.00	2.00
TOTALS						117.00

UNIT MANAGEMENT	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Classification Supervisor	1	0	0	5	1.00	1.00
Jobs Coordinator	1	0	0	5	1.00	1.00
Records Supervisor	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Administrative Clerk - Jobs	1	0	0	5	1.00	1.00
Unit F - 360-Bed Cellblock						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
Administrative Clerk	1	0	0	5	1.00	1.00
Unit G - 360-Bed Cellblock						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
Unit H - 360-Bed Cellblock						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
Administrative Clerk	1	0	0	5	1.00	1.00
Unit J - 360-Bed Cellblock						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
Unit E - 260-Bed Cellblock (156-Bed GP / 104-Bed Segregation)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	1	0	0	5	1.00	1.00
Correctional Counselor	1	1	0	5	1.00	2.00

RED ROCK CORRECTIONAL FACILITY
Eloy, Arizona
1,596 Beds (CDCR Inmates)

CDCR CONTRACT SP
PROPOSAL 10-2010

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
UNIT MANAGEMENT						
SCO	1	1	0	7	1.70	3.00
* Pod Control Officer	1	1	1	7	1.70	5.00
* Housing Officer	6	6	4	7	1.70	27.00
TOTALS						151.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
MAINTENANCE						
Maintenance Supervisor	1	0	0	5	1.00	1.00
Assistant Maintenance Supervisor	0	1	0	5	1.00	1.00
Maintenance Worker	3	1	0	5	1.00	4.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTALS						7.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
SERVICES						
Manager, Warehouse/Commissary	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
Laundry Supervisor	1	0	0	5	1.00	1.00
** Food Service Manager	1	0	0	5	1.00	Contract
** Food Service Supervisor	0	1	0	5	1.00	Contract
** Food Service Worker	2	1	0	7	1.40	Contract
TOTALS						4.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
PROGRAMS						
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Coordinator	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	8	0	0	5	1.00	8.00
Program Facilitator - Cognitive Behavior	4	0	0	5	1.00	4.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Chaplain	2	0	0	5	1.00	2.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Contract Attorney				CONTRACT / PRN		
TOTALS						18.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
HEALTH SERVICES						
8-HOUR SHIFTS						
Health Services Administrator	1	0	0	5	1.00	1.00
Physician (CMA)	1	0	0	5	1.00	1.00
ARNP/PA (CMA)	1	0	0	5	1.00	1.00
Dentist (CDA)	1	0	0	5	1.00	1.00
Dentist, Part-Time (CDA)	1	0	0	5	0.50	0.50
Dental Assistant	1	0	0	5	1.00	1.00
Dental Assistant, Part-Time	1	0	0	5	0.70	0.70
Dental Hygienist	1	0	0	5	1.00	1.00
Clinical Supervisor (RN)	1	0	0	5	1.00	1.00
RN	1	1	0	5	1.21	2.42
RN, Part-Time ***	2	0	0	5	1.00	PRN
LPN	1	1	0	5	1.21	2.42
LPN, Part-Time ***	3	0	0	5	1.00	PRN
Certified Medical Assistant	2	1	0	5	1.21	3.63

RED ROCK CORRECTIONAL FACILITY
Eloy, Arizona
1,596 Beds (CDCR Inmates)

CDCR CONTRACT SP
PROPOSAL 10-2010

HEALTH SERVICES	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
8-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
LCSW	1	0	0	5	1.00	1.00
Psychologist / LCSW	1	0	0	5	1.00	1.00
Medical Records Clerk	1	1	0	5	1.00	2.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Physician	CONTRACT / 08 HOURS PER WEEK					
** ARNP/PA	CONTRACT / 20 HOURS PER WEEK					
** Dentist	CONTRACT / 08 HOURS PER WEEK					
** Psychiatrist	CONTRACT / 20 HOURS PER WEEK					
** Optometrist (on-site)	CONTRACT / 20 HOURS PER MONTH					
HEALTH SERVICES	7AM	7PM		DAYS	RELIEF	TOTAL
12-HOUR SHIFTS	SHIFT	SHIFT		COVERED	FACTOR	STAFF
RN	1	1		7	2.20	4.40
LPN	2	1		7	2.20	8.00
TOTALS						34.07

EDUCATION	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	1	0	0	5	1.00	1.00
Education Counselor	1	0	0	5	1.00	1.00
Academic Instructor	10	0	0	5	1.00	10.00
Vocational Instructor	5	0	0	5	1.00	5.00
Librarian	1	0	0	5	1.00	1.00
Library Aide	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Education Instructor (Substitute)	CONTRACT / PRN					
** Diagnostician	CONTRACT / PRN					
TOTALS						21.00

* Post positions included in the Correctional Officer job classification.

REDROCK1596BC-CDCR-09/21/10

** Positions hired on a contractual or fee basis for services rendered.

*** Positions not budgeted - only to be used when savings are accrued from turnover and vacancies.

CCA's staffing, as based upon the 2006 Program Guide for Mental Health Service Delivery, is sufficient to accommodate up to 700 CCCMS patients and shall be adjusted as necessary at such time as the CCCMS population exceeds 700 patients and as is mutually agreed upon by CONTRACTOR and CDCR at that time.

CMA/CDA - Network of entities primarily consisting of professional corporations and associations owned by CCA affiliated physicians and dentists that provide services exclusively to CCA correctional facilities.

LA PALMA CORRECTIONAL FACILITY

CDCR CONTRACT SP

Eloy, Arizona

Housing and programs divided into 3 separated complexes - 60-bed seg for each;
 stun fence on outer perimeter, shared support services

3,060 Beds (CDCR)

STAFF DEPLOYMENT BY SHIFT AND POSITION	
MANAGEMENT/SUPPORT	28.00
SECURITY/OPERATIONS	157.00
UNIT MANAGEMENT	282.00
MAINTENANCE	10.00
SERVICES	7.00
PROGRAMS	19.00
HEALTH SERVICES	64.00
EDUCATION	33.00
TOTAL	600.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
MANAGEMENT/SUPPORT						
Warden	1	0	0	5	1.00	1.00
Assistant Warden	3	0	0	5	1.00	3.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Bookkeeper	1	0	0	5	1.00	1.00
Accounting Clerk	2	0	0	5	1.00	2.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Personnel Assistant	3	0	0	5	1.00	3.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Investigator	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Mailroom Supervisor	1	0	0	5	1.00	1.00
Mailroom Clerk	3	0	0	5	1.00	3.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk - HR	2	0	0	5	1.00	2.00
Administrative Clerk - Training	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						28.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
SECURITY/OPERATIONS						
Chief of Security	1	0	0	5	1.00	1.00
Assistant Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.70	6.00
Shift Supervisor - CA Administrative Review	1	0	0	5	1.00	1.00
Assistant Shift Supervisor	3	3	2	7	1.70	14.00
Assistant Shift Supervisor - STG	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - DHO	1	0	0	5	1.00	1.00
SCO - DHO	0	1	0	5	1.00	1.00
Assistant Shift Supervisor - CA Administrative Review	0	1	0	5	1.00	1.00
SCO - CA Administrative Review	2	1	0	5	1.00	3.00
SCO - STG	1	0	0	5	1.00	1.00

LA PALMA CORRECTIONAL FACILITY

CDCR CONTRACT SP

Eloy, Arizona

Housing and programs divided into 3 separated complexes - 60-bed seg for each;
 stun fence on outer perimeter, shared support services

3,060 Beds (CDCR)

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
SECURITY/OPERATIONS						
SCO - Armory/Key Control	2	0	0	5	1.00	2.00
CA Administrative Review	2	2	0	5	1.00	4.00
* Intake/Property Officer	2	0	0	5	1.00	2.00
* Visitation Officer	4	0	0	5	1.21	5.00
SCO - Transportation	5	0	0	5	1.21	6.00
* Transportation Officer	5	0	0	5	1.21	6.00
* Investigative Officer	1	0	0	5	1.00	1.00
* Work Detail Officer	3	0	0	5	1.00	3.00
* Vehicle Sallyport Officer	1	0	0	5	1.00	1.00
* Laundry Officer	1	1	1	7	1.70	5.00
* Central Control Officer	3	3	2	7	1.70	14.00
* Perimeter Security (Mobile) Officer	2	2	2	7	1.70	10.00
* Front Gate (Lobby) Officer	1	1	0	7	1.70	3.00
* Recreation Officer	6	6	0	7	1.70	20.00
* Utility/Search & Escort Officer	4	6	3	7	1.70	22.00
* Medical Officer	1	1	1	7	1.70	5.00
* Medical Officer - Satellite Units	2	0	0	5	1.21	2.00
* Education Officer	3	0	0	5	1.00	3.00
* Kitchen Officer	2	2	0	7	1.70	7.00
Administrative Clerk - CA Administrative Review	2	2	0	5	1.00	4.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						157.00

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
UNIT MANAGEMENT						
Chief of Unit Management	1	0	0	5	1.00	1.00
Classification Coordinator	1	0	0	5	1.00	1.00
Jobs Coordinator	1	0	0	5	1.00	1.00
Records Supervisor	1	0	0	5	1.00	1.00
Records Clerk	3	0	0	5	1.00	3.00
SCO - Housing Zones	0	0	3	7	1.70	5.00
Administrative Clerk	6	0	0	5	1.00	6.00
A COMPLEX						
Unit A1 (360-Bed Cellblock)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
UNIT A2 (360-Bed Cellblock)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00

LA PALMA CORRECTIONAL FACILITY
Eloy, Arizona
3,060 Beds (CDCR)

CDCR CONTRACT SP

Housing and programs divided into 3 separated complexes - 60-bed seg for each;
 stun fence on outer perimeter, shared support services

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
UNIT MANAGEMENT						
UNIT A3 (360-Bed Cellblock - 300 GP / 60 Segregation)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Complex / Pod Control Officer	2	2	1	7	1.70	9.00
* Housing Officer	5	5	2	7	1.70	20.00
B COMPLEX						
Unit B1 (360-Bed Cellblock)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
UNIT B2 (360-Bed Cellblock)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
UNIT B3 (360-Bed Cellblock - 300 GP / 60 Segregation)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Complex / Pod Control Officer	2	2	1	7	1.70	9.00
* Housing Officer	5	5	2	7	1.70	20.00
C COMPLEX						
Unit C1 (360-Bed Cellblock)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
UNIT C2 (360-Bed Cellblock)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Housing Officer	4	4	3	7	1.70	19.00
UNIT C3 (360-Bed Cellblock - 300 GP / 60 Segregation)						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	1	0	5	1.00	3.00
* Complex / Pod Control Officer	2	2	1	7	1.70	9.00
* Housing Officer	5	5	2	7	1.70	20.00
TOTAL						282.00

LA PALMA CORRECTIONAL FACILITY

CDCR CONTRACT SP

Eloy, Arizona

Housing and programs divided into 3 separated complexes - 60-bed seg for each;
 stun fence on outer perimeter, shared support services

3,060 Beds (CDCR)

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
MAINTENANCE						
Maintenance Supervisor	1	0	0	5	1.00	1.00
Assistant Maintenance Supervisor	0	1	0	5	1.00	1.00
Maintenance Worker	6	2	0	5	1.00	8.00
TOTAL						10.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
SERVICES						
Warehouse/Commissary Manager	1	0	0	5	1.00	1.00
Commissary Supervisor	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	5	0	0	5	1.00	5.00
** Food Service Manager	1	0	0	5	1.00	Contract
** Assistant Food Service Manager	1	1	0	5	1.00	Contract
** Food Service Supervisor	4	4	0	7	1.70	Contract
TOTAL						7.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
PROGRAMS						
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator	1	1	0	5	1.00	2.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	8	0	0	5	1.00	8.00
Program Facilitator - Cognitive Behavior	2	0	0	5	1.00	2.00
Chaplain	1	0	0	5	1.00	1.00
Program Facilitator - Religious Services	3	0	0	5	1.00	3.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Contract Attorney	CONTRACT / PRN					
TOTAL						19.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
HEALTH SERVICES						
8-HOUR SHIFTS						
Sr. Health Services Administrator	1	0	0	5	1.00	1.00
Health Services Administrator	1	0	0	5	1.00	1.00
Sr. Physician	1	0	0	5	1.00	1.00
Physician (CMA)	1	0	0	5	1.00	1.00
ARNP/PA (CMA)	2	0	0	5	1.00	2.00
Sr. Dentist	1	0	0	5	1.00	1.00
Dentist (CDA)	2	0	0	5	1.00	2.00
Dental Assistant	4	0	0	5	1.00	4.00
Dental Hygienist	2	0	0	5	1.00	2.00
Psychiatrist (CMA)	1	0	0	5	1.00	1.00
Sr. Psychologist	1	0	0	5	1.00	1.00
Psychologist / LCSW	2	0	0	5	1.00	2.00
Mental Health Specialist	1	0	0	5	1.00	1.00
Clinical Supervisor	2	0	0	5	1.00	2.00
RN	2	2	0	7	1.21	5.00
*** RN - CQI	1	0	0	5	1.00	1.00
LPN	2	2	0	5	1.21	5.00
LPN - Pharmacy	1	0	0	7	1.70	2.00

LA PALMA CORRECTIONAL FACILITY

CDCR CONTRACT SP

Eloy, Arizona

Housing and programs divided into 3 separated complexes - 60-bed seg for each;
 stun fence on outer perimeter, shared support services

3,060 Beds (CDCR)

HEALTH SERVICES	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
8-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
LPN - Health Information Specialist	1	0	0	5	1.00	1.00
Certified Medical Assistant	1	0	0	5	1.00	1.00
Certified Medical Assistant - Pharmacy	1	0	0	7	1.70	2.00
Radiology Technician	1	0	0	5	1.00	1.00
Medical Records Supervisor	1	0	0	5	1.00	1.00
Medical Records Clerk	2	1	0	5	1.00	3.00
Administrative Clerk	2	0	0	5	1.00	2.00
** Optometrist	CONTRACT / 8 HOURS PER MONTH					
HEALTH SERVICES	7AM	7PM		DAYS	RELIEF	TOTAL
12-HOUR SHIFTS	SHIFT	SHIFT		COVERED	FACTOR	STAFF
RN	2	2		7	2.20	9.00
LPN	2	2		7	2.20	9.00
TOTAL						64.00

EDUCATION	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	2	0	0	5	1.00	2.00
Education Counselor	1	0	0	5	1.00	1.00
Academic Instructor	14	0	0	5	1.00	14.00
Vocational Instructor	9	0	0	5	1.00	9.00
Library Aide	3	0	0	5	1.00	3.00
Administrative Clerk	3	0	0	5	1.00	3.00
** Educational Instructor (Substitute)	CONTRACT / PRN					
TOTAL						33.00

****NEEDS TO ADD A LIBRARIAN**

* Post positions included in the Correctional Officer job classification.

LAPALMA3060CA CONTRACT-09/21/10

** Positions hired on a contractual of fee basis for services rendered.

*** Positions shared with Eloy.

CCA's staffing, as based upon the 2006 Program Guide for Mental Health Service Delivery, is sufficient to accommodate up to 700 CCCMS patients and shall be adjusted as necessary at such time as the CCCMS population exceeds 700 patients and as is mutually agreed upon by CONTRACTOR and CDCR at that time.

TALLAHATCHIE COUNTY CORRECTIONAL FACILITY
Tutwiler, Mississippi
2,464 Beds (CA Inmates)

CDCR CONTRACT SP
Proposal 10-2010

STAFF DEPLOYMENT BY SHIFT AND POSITION	
MANAGEMENT/SUPPORT	22.00
SECURITY/OPERATIONS	132.00
UNIT MANAGEMENT	265.00
MAINTENANCE	9.00
SERVICES	6.00
PROGRAMS	15.00
HEALTH SERVICES	54.50
EDUCATION	47.00
TOTAL	550.50

MANAGEMENT/SUPPORT	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	2	0	0	5	1.00	2.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Bookkeeper	1	0	0	5	1.00	1.00
Accounting Clerk	2	0	0	5	1.00	2.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Personnel Assistant	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Investigator	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Mailroom Supervisor	1	0	0	5	1.00	1.00
Mailroom Clerk	3	0	0	5	1.00	3.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk - Payroll	2	0	0	5	1.00	2.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						22.00

SECURITY/OPERATIONS 8-HR SHIFTS	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Chief of Security	1	0	0	5	1.00	1.00
Assistant Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor - CA Administrative Review	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - CA Administrative Review	1	1	0	5	1.00	2.00
SCO - CA Administrative Review	1	1	0	5	1.00	2.00
Assistant Shift Supervisor - STG	1	0	0	5	1.00	1.00
SCO - STG	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - DHO	1	0	0	5	1.00	1.00
SCO - DHO	1	0	0	5	1.00	1.00
SCO - Armory/Key Control	2	0	0	5	1.00	2.00
* CA Administrative Review	2	2	0	5	1.00	4.00
* Intake/Property Officer	2	0	0	5	1.00	2.00
* Visitation Officer	2	0	0	3	0.75	1.00
SCO - Transportation	2	2	0	5	1.21	5.00
* Transportation Officer	2	2	0	5	1.21	5.00

TALLAHATCHIE COUNTY CORRECTIONAL FACILITY
Tutwiler, Mississippi
2,464 Beds (CA Inmates)

CDCR CONTRACT SP
Proposal 10-2010

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
SECURITY/OPERATIONS 8-HR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
* Work Detail Officer	3	0	0	5	1.00	3.00
* Vehicle Sallyport Officer	1	0	0	5	1.00	1.00
* Laundry Officer	1	1	0	7	1.70	3.00
* Education Officer	2	0	0	5	1.00	2.00
Administrative Clerk - CA Administrative Review	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
	7AM	7PM		DAYS	RELIEF	TOTAL
SECURITY/OPERATIONS 12-HR SHIFTS	SHIFT	SHIFT		COVERED	FACTOR	STAFF
Shift Supervisor	1	1		7	2.20	5.00
Assistant Shift Supervisor	2	2		7	2.20	9.00
* Central Control Officer	2	2		7	2.20	8.80
* Perimeter Security (Mobile) Officer	2	2		7	2.20	8.80
* Front Gate (Lobby) Officer	1	1		7	2.20	4.40
* Recreation Officer	7	3		7	2.20	22.00
* Utility/Search & Escort Officer	6	3		7	2.20	19.80
* Medical Escort Officer	3	1		7	2.20	8.80
* Kitchen Officer	2	0		7	2.20	4.40
TOTAL						132.00

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
UNIT MANAGEMENT 8-HR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Unit Manager	8	0	0	5	1.00	8.00
Case Manager	21	8	0	5	1.00	29.00
Correctional Counselor	13	0	0	5	1.00	13.00
SCO-Segregation	1	1	0	7	1.70	3.00
SCO - Housing Zones	0	0	4	7	1.70	7.00
Housing Officer-Rotunda	4	4	0	7	1.70	14.00
Classification Supervisor	1	0	0	5	1.00	1.00
Records Supervisor	1	0	0	5	1.00	1.00
Records Clerk	3	0	0	5	1.00	3.00
Administrative Clerk	7	0	0	5	1.00	7.00
	7AM	7PM		DAYS	RELIEF	TOTAL
UNIT MANAGEMENT 12-HR SHIFTS	SHIFT	SHIFT		COVERED	FACTOR	STAFF
Unit D - 256-Bed Cellblock						
* Pod Control Officer	2	2		7	2.20	8.80
* Housing Officer	3	3		7	2.20	13.20
Unit E - 256-Bed Cellblock						
* Pod Control Officer	2	2		7	2.20	8.80
* Housing Officer	3	3		7	2.20	13.20
Unit G - 256-Bed Cellblock						
* Pod Control Officer	2	2		7	2.20	8.80
* Housing Officer	4	4		7	2.20	17.60
Unit J - 360-Bed Cellblock						
* Housing Officer	3	3		7	2.20	13.20
Unit M - 360-Bed Cellblock						
* Housing Officer	3	3		7	2.20	13.20

TALLAHATCHIE COUNTY CORRECTIONAL FACILITY
Tutwiler, Mississippi
2,464 Beds (CA Inmates)

CDCR CONTRACT SP
Proposal 10-2010

UNIT MANAGEMENT 12-HR SHIFTS	7AM SHIFT	7PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Unit N - 360-Bed Cellblock					
* Housing Officer	3	3	7	2.20	13.20
Unit O - 360-Bed Cellblock					
* Housing Officer	3	3	7	2.20	13.20
Unit Q - 256-Bed Dormitory					
* Housing Officer	2	2	7	2.20	8.80
Segregation - Unit H - 256-Bed Cellblock / Old Seg - 42-Bed Cellblock					
* Pod Control Officer	2	2	7	2.20	8.80
* Housing Officer - G & H	7	5	7	2.20	26.40
* Housing Officer - Old Seg	3	2	7	2.20	11.00
TOTAL					265.00

MAINTENANCE	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Assistant Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	7	0	0	5	1.00	7.00
TOTAL						9.00

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse/Commissary Manager	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	5	0	0	5	1.00	5.00
** Food Service Manager	1	0	0	5	1.00	<i>Contract</i>
** Assistant Food Service Manager	0	1	0	5	1.00	<i>Contract</i>
** Food Service Supervisor	2	2	0	7	1.40	<i>Contract</i>
TOTAL						6.00

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Recreation Supervisor	1	0	0	5	1.00	1.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Coordinator	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	5	0	0	5	1.00	5.00
Program Facilitator - Cognitive Behavior	4	0	0	5	1.00	4.00
Chaplain	2	0	0	5	1.00	2.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Contract Attorney				CONTRACT / PRN		
TOTAL						15.00

TALLAHATCHIE COUNTY CORRECTIONAL FACILITY
Tutwiler, Mississippi
2,464 Beds (CA inmates)

CDGR CONTRACT SP
Proposal 10-2010

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
HEALTH SERVICES 8-HR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Sr. Health Services Administrator	1	0	0	5	1.00	1.00
Health Services Administrator	1	0	0	5	1.00	1.00
Sr. Physician	1	0	0	5	1.00	1.00
Physician (CMA)	1	0	0	5	1.00	1.00
ARNP/PA (CMA)	2	0	0	5	1.00	2.00
Sr. Dentist	1	0	0	5	1.00	1.00
Dentist (CDA)	1	0	0	5	1.00	1.00
Dental Assistant	2	0	0	5	1.00	2.00
Dental Hygienist	2	0	0	5	1.00	2.00
Psychiatrist, Part-Time	1	0	0	5	0.50	0.50
Sr. Psychologist	1	0	0	5	1.00	1.00
Psychologist / LCSW	1	0	0	5	1.00	1.00
Clinical Supervisor	2	0	0	5	1.00	2.00
Coordinator of Infectious Diseases	1	0	0	5	1.00	1.00
Phlebotomist	1	0	0	5	1.00	1.00
RN - CQI	1	0	0	5	1.00	1.00
RN	3	2	2	7	1.70	12.00
RN - Satellite Clinic	1	0	0	5	1.00	1.00
LPN	2	1	1	7	1.70	7.00
LPN	2	1	0	5	1.00	3.00
LPN - Pharmacy	1	0	0	7	1.70	2.00
LPN - Health Information Specialist	1	0	0	5	1.00	1.00
Certified Nursing Assistant	2	0	0	5	1.00	2.00
Medical Translator	2	0	0	5	1.00	2.00
Medical Records Clerk	2	1	0	5	1.00	3.00
Administrative Clerk-Mental Health	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
**Psychologist					CONTRACT / PRN	
TOTAL						54.50

TALLAHATCHIE COUNTY CORRECTIONAL FACILITY
Tutwiler, Mississippi
2,464 Beds (CA Inmates)

CDCR CONTRACT SP
Proposal 10-2010

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
EDUCATION						
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	1	1	0	5	1.00	2.00
Education Counselor	1	0	0	5	1.00	1.00
Associate Instructor	2	0	0	5	1.00	2.00
Academic Instructor	24	0	0	5	1.00	24.00
Academic Instructor, Part-Time	2	0	0	5	0.50	1.00
Vocational Instructor	11	0	0	5	1.00	11.00
Library Aide	2	1	0	5	1.00	3.00
Administrative Clerk	2	0	0	5	1.00	2.00
** Librarian				CONTRACT / PRN		
** Educational Instructor (Substitute)				CONTRACT / PRN		
TOTAL						47.00

* Post positions included in the Correctional Officer job classification. TALLAHATCHIE2464-CDJR 12 HR CONTRACT- 09/15/10

** Positions hired on a contractual, of fee basis for services rendered.

*** Positions not funded in budget - only to be used when savings are accrued from turnover and vacancies.

CMA/CDA - Network of entities primarily consisting of professional corporations and associations owned by CCA affiliated physicians and dentists that provide services exclusively to CCA correctional facilities.

JAIL OPERATION - NOT INCLUDED IN STAFFING TOTAL

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
UNIT MANAGEMENT						
Unit F - Jail Operation (78-Bed Cellblock)						
Assistant Shift Supervisor-Jail Operation	1	1	0	7	1.70	3.00
* Pod Control Officer	1	1		7	2.20	4.40
* Housing Officer	1	1		7	2.20	4.40
* Intake/Release Officer	1	1		7	2.20	4.40
Administrative Clerk	1	0	0	5	1.00	1.00

Attachment A.5

MAINTENANCE	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Maintenance Worker	1/0/0	1						
TOTAL		1	0		1	0	0	0

SERVICES	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Food Service Supervisor	1/1/0					1	1	
TOTAL	1/1/0	0	0		0	1	1	1,441

EDUCATION	5-Day	1st Shift 0600-1400*	2nd Shift 1400-2200*	3rd Shift 2200-0600*	7-Day	0600-1400*	1400-2200*	2200-0600*
Academic Instructor	1/0/0							
Academic Instructor	1/0/0							
Academic Instructor	1/0/0							
Vocational Instructor	1/0/0							
Vocational Instructor	1/0/0							
TOTAL	5	5	0		5	0	0	0

HEALTH SERVICES	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
RN	2/1/1					1	1	1
RN						1	1	
LPN	2/1/1					1	1	1
LPN						1		
TOTAL		0	0	0	0	4	3	2

PROGRAMS	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Addiction Treatment Counselor	2/0/0	2						
TOTAL	2/0/0	2	0	0	0	0	0	0

- * Shift hours are subject to change at the discretion of facility management.
- ** Posts are mandatory when units are occupied.
- *** Unit Management Staff includes Unit Manager, Case Manager and Correctional Counselor.
- **** Positions filled at all times, although not at facility everyday due to leave and training absences.

CORRECTIONS CORPORATION OF AMERICA
FACILITY: North Fork Correctional Facility

Critical Position Chart (positions are dedicated to entire facility and not specific to CDCR inmates)

MANAGEMENT / SUPPORT	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Warden	1/0/0	1						
Assistant Warden	2/0/0	2						
Training Manager	1/0/0	1						
Manager, Human Resources	1/0/0	1						
Manager, Quality Assurance	1/0/0	1						
Safety Manager	1/0/0	1						
Investigator	1/0/0	1						
Grievance Coordinator	1/0/0	1						
Mailroom Manager	1/0/0	1						
Mailroom Clerk	2/0/0	1						
TOTAL		12	0	0	12	0	0	0

SECURITY / OPERATIONS	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift 0600-1400*	2nd Shift 1400-2200*	3rd Shift 2200-0600*
Chief of Security	1/0	1						
Assistant Chief of Security	1/0	1						
Assistant Shift Supervisor - STG	1/0/0	1						
Armory / Key Control Officer	1/0/0	1						
TOTAL		4	0	0	4	0	0	0

UNIT MANAGEMENT*	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift 0600-1400*	2nd Shift 1400-2200*	3rd Shift 2200-0600*
Chief of Unit Management	1/0/0	1						
Classification Coordinator	1/0/0	1						
Jobs Coordinator	1/0/0	1						
Admin Clerk- Jobs Coordinator	1/0/0	1						
Records Supervisor	1/0/0	1						
TOTAL		5	0	0	5	0	0	0

*NOTE: All Unit Management Positions are Critical

MAINTENANCE	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Maintenance Supervisor	1/0/0	1						
Assistant Maintenance Supervisor	0/1/0		1					
Maintenance Worker	4/0/0	4						
TOTAL		5	1	0	6	12	0	0

SERVICES	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift 0600-1400*	2nd Shift 1400-2200*	3rd Shift 2200-0600*
Warehouse / Commissary Manager	1/0/0	1						
Food Service Manager	(contract) 1/0/0	1						
Assistant Food Service Manager	(contract) 0/1/0		1					
Warehouse /Commissary Worker	2/0/0	2						
TOTAL		4	1	0	5	0	0	0

PROGRAMS	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Recreation Supervisor	1/0/0	1						
Addiction Treatment Manager	1/0/0	1						
Addiction Treatment Counselor	3/0/0	3						
Chaplain	1/0/0	1						
TOTAL		6	0	0	6	0	0	0

HEALTH SERVICES	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Health Service Administrator	1/0/0	1						
Physician	1/0/0	1						
ARNP/PA	1/0/0	1						
ARNP/PA Part Time	0/0.5/0	0.5	0.5					
Dentist	1/0/0	1						
Dentist Part Time	0.5/0/0	0.5						
Dental Assistant	2/0/0	2						
Dental Hygienist	1/0/0	1						
Clinical Supervisor	1/0/0	1						
Certified Medication Assistant	1/0/0	1						
Psychiatrist (Contract)	0.5/0/0	0.5						
Psychologist / LCSW	1/0/0	1						
Medical Records Supervisor	1/0/0	1						
Medical Records Clerk	1/1/0	1	1					
TOTAL		13	1.5	0	14.5	0	0	0

EDUCATION****	5-Day	1st Shift	2nd Shift	3rd Shift	7-Day	1st Shift	2nd Shift	3rd Shift
Principal	1/0/0	1						1-up
Instructor Supervisor	1/0/0	1						1-up
Education Counselor	1/0/0	1						1441-up
Academic Instructor	1/0/0	1						480-720
Academic Instructor	1/0/0	1						721-960
Academic Instructor	1/0/0	1						960-1200
Academic Instructor	1/0/0	1						1200-1440
Academic Instructor	1/0/0	1						1440-1680
Vocational Instructor	1/0/0	1						481-960
Vocational Instructor	1/0/0	1						961-1280
Vocational Instructor	1/0/0	1						1281-1680
Librarian	1/0/0	1						
Library Aide	1/0/0	1						
Library Aide	0.5/0/0	0.5						
TOTAL		13.5	0	0	13.5	0	0	0

* Shift hours are subject to change at the discretion of facility management.
 *** Unit Management Staff includes Unit Manager, Case Manager and Correctional Counselor.
 **** All CDCR dedicated Academic and Vocational Instructors are Critical Positions.

5600000770

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 50 Pages

AGREEMENT NUMBER C07.247	AMENDMENT NUMBER 3
REGISTRATION NUMBER 1046444	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
CONTRACTOR'S NAME
Corrections Corporation of America
2. The term of this Agreement is January 7, 2008 through June 30, 2013
3. The maximum amount of this Agreement after this amendment is: \$1,181,772,101.00
One Billion, One Hundred Eighty-One Million, Seven Hundred Seventy-Two Thousand, One Hundred One Dollars and Zero Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. Exhibit A, Scope of Work is deleted and replaced in its entirety with the version attached herein.
 - B. All references on Exhibit A, Scope of Work to Agreement number C06.298 is hereby corrected to reflect the correct Agreement number of C07.247."
 - C. The amount of this Agreement is increased by \$499,555,751.00 for a total contract amount not to exceed \$1,181,772,101.00.
 - D. The term of this Agreement is extended through June 30, 2013.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Corrections Corporation of America		Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006. I hereby certify that all conditions for exemption have been complied with and that this contract is exempt from the Department of General Services (DGS) Approval. By: <u>Oliver R. Smith</u> Date: <u>3/11/11</u> <input type="checkbox"/> Exempt per:
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>3/11/11</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Lucibeth Mayberry, Vice President, Chief Deputy Director Development Officer		
ADDRESS 10 Burton Hills Blvd. Nashville, TN 37215	PHONE NUMBER 615-263-3246	
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>3/11/11</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Stacy Lopez-Kassis, Associate Director, Office of Business Services		
ADDRESS 10000 Goethe Road, Suite C1, Sacramento, CA 95827		

OFFENDER RELOCATION/HOUSING

AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
CORRECTIONS CORPORATION OF AMERICA

This Contract is entered into between the State of California Department of Corrections and Rehabilitation (hereinafter "STATE" or "CDCR") and The Corrections Corporation of America, 10 Burton Hills Blvd., Nashville, Tennessee, 37215 (hereinafter "CONTRACTOR") and replaces and supersedes that certain contracts entered into between CDCR and the CONTRACTOR on October 19, 2006, as amended on December 20, 2006, and February 1, 2007, and January 7, 2008, as amended on January 8, 2008, and October 29, 2009.

WHEREAS, the STATE requires correctional bed space and services for STATE offenders due to continuing in-state crowding issues and has the lawful authority to enter into this Contract;

WHEREAS, the CONTRACTOR operates or has access to correctional facilities in the states of Arizona, Mississippi, and Oklahoma deemed suitable by CDCR for the housing and care of CDCR offenders (the "Facility") and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follow:

Article I.

DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the CONTRACTOR because of changes in ACA Standards, state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the facility.

CCR Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

CDCR Contract Monitor – The designated representative of the CDCR or his/her designee/delegate serving as liaison between CDCR and the CONTRACTOR and who monitors the CONTRACTOR's performance under this Agreement. This shall also apply to any monitor on behalf of the federally appointed receiver's office in the federal case of *Plata v. Schwarzenegger* monitoring health care.

COCF – means the California Out-of-State Correctional Facility Program

Coleman – refers to the Federal Court case of *Coleman v. Schwarzenegger*, pertaining to care of mentally ill inmates through the mental health services delivery system

Contract – means this Agreement, or where referenced the prior Agreement between the parties hereto.

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

Critical positions - means those positions that are filled by a specific individual. Staff members are hired into the facility to fill a specific role, unlike a correctional officer that is trained and may fill a variety of posts. If these positions are not filled on the 61st day of vacancy, CONTRACTOR may be assessed an amount equal to the salary and benefits for such position beginning on the 61st day for as long as the position is vacant.

Court with Jurisdiction – is any court which has jurisdiction over the transfer of offenders pursuant to this agreement; including but not limited to, the courts in *Coleman v. Schwarzenegger* (U.S. District Court, Eastern District of California, Case No. CIV S-90-0520), *Perez v. Cate* (U.S. District Court, Northern District of California, Case No. C055241 JSW), *Armstrong v. Schwarzenegger* (U.S. District Court, Northern District of California, Case No. C94-2397 CW), and *Plata v. Schwarzenegger* (U.S. District Court, Northern District of California, Case No. C01-1351 TEH).

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day unless otherwise defined in this agreement. If the last day falls on a weekend or holiday the last day for performance shall be the next regular business day.

DOM – means the CDCR Departmental Operations Manual.

Facility – means the correctional institutions operated by the CONTRACTOR in the states of Arizona, Mississippi, and Oklahoma, known as the Tallahatchie Correctional Facility, North Fork Correctional Facility, Red Rock Correctional Center, and La Palma Correctional Center, and any other CONTRACTOR facilities added by mutual agreement pursuant to Section 3.01.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – means an offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

In-patient Care – means care received in a free standing, non-correctional hospital on an in-patient basis, including any and all physician or consulting professional services provided to the offender in the hospital.

Lockdown – means that a portion of the facility is affected by suspension of required programs or services, and offenders are not released except as determined by the facility administration on an individual, case-by-case basis. As determined by the facility administration, under such circumstances only critical inmate workers in the affected housing units / sub-facilities will be permitted to attend work assignments under escort, and all but essential functions are suspended in those affected housing units or sub-facilities, e.g. yard, canteen draws, religious services and visiting.

The restriction of all inmates to their cells/dormitory beds encompassing no less than a Facility. True lockdowns are rare occasions, generally following very serious threats to institutional security and the

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

safety of staff and inmates. The movement of any inmate to an assignment or resumption of any program would change the lockdown status of the program, returning the institution/facility to a diminished level of modified program or to normal program.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association’s Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Mandatory posts – means those posts that will be filled each shift as delineated. A post is an assignment or area to be covered by a staff person, and does not have to be designated to a specific staff member.

Modified Program – The suspension of any operation, procedure, service or function to prevent, isolate, contain, or control a disruption of orderly operations, caused by an inmate initiated disturbance, natural disaster, or external stimulus. The modified program definition encompasses any restrictions or modifications which do not constitute a lockdown. The term “partial lockdown” is contained within the modified program definition and should no longer be used.

Note: The routine and temporary restrictions on inmate movement or yard activities during alarm response and/or immediately following an accident are not considered a program modification.

National Commission on Correctional Health Care Standards – those standards of health care services as defined and established by the National Commission on Correctional Health Care in the 2003 Edition of Standards for Health Services in State Prisons.

Offender – means any adult male person incarcerated pursuant to applicable California laws, and assigned to the Facility for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, CDCR regulations made applicable to the Facility by this Agreement.

Title 15 – means Title 15 of the California Code of Regulations, “Crime Prevention and Corrections” including all subsequent amendments thereto.

UHR – means Unit Health Record.

Warden – means the Administrative Head who manages operations at the Facility.

Article II

TERM OF THE AGREEMENT

Section 2.01 Initial Term.

The term of this Agreement shall commence on July 1, 2011, and shall terminate on June 30, 2013 unless earlier terminated or extended in accordance with the provisions of this Agreement.

This Agreement replaces and supersedes that certain contract entered into between CDCR and the CONTRACTOR on October 19, 2006, as amended on December 20, 2006 and February 1, 2007, and January 7, 2008, as amended on January 8, 2008, and October 29, 2009.

Section 2.02 Option to Extend Term.

The parties shall have the right to extend the initial term of this Agreement for successive periods of up to and including two years each in addition to the initial term by mutual agreement. The parties agree that should they desire to extend the term of this agreement pursuant to this option, they shall notify one another of their desire to so extend the term not less than 180 days prior to the expiration of the initial term. The provisions of this Contract, as amended if so amended during that time, shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date.

Section 2.03 Termination for Non-Appropriation.

Notwithstanding anything set forth in the provisions of Article VIII, DEFAULT AND TERMINATION, it is understood and agreed that the State is a government entity and that the State reserves the right to terminate this Contract if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

Section 2.04 Responsibility Hearing.

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the CONTRACTOR is a responsible bidder before an award of future Agreements can be made.

Section 2.05 Contacts.

State Contacts:

Contract Monitor:
 Melissa Lea
 10961 Sun Center Drive
 Rancho Cordova, CA 95670
 (916)464-4001

California Out-of-State Correctional Facilities (COCF):
 10961 Sun Center Drive
 Rancho Cordova, CA 95670

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

(916) 464-3780 - Main Fax
(916) 464-3766 - Records Fax
(916) 464-3768 - Field Operations Fax
(916) 464-3769 - Medical.

Healthcare Contract Monitor:

Yulanda Mynhier
Deputy Director
Field Operations, Corrections Services California Prison Health Care Services
3701 N. Freeway Blvd.
Sacramento, CA 95812
(916) 648-8301

Douglas Peterson
Chief Medical Officer
501 J Street
Sacramento, CA 95814
(916) 324-6833

Karen Rea
Statewide Chief Nurse Executive
California Prison Health Care Services
(916) 323-1097

Mental Health Coordinator:

Dr. Robert Smith
(916) 508-1727

Bryan Quattlebaum, DDS
Dental Liaison for COCF
501 J Street, Suite 400
Sacramento, CA 95814
(916) 445-4425

Escape/Incident Reporting (I.D./Warrants):

Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038.

Restitution/Victim Services Unit:

Department of Corrections & Rehabilitation
P.O. Box 1046
Folsom, CA 95763-1046

Office of Communications:

Oscar Hidalgo
1515 S Street, Suite 502-S
Sacramento, CA 95814
Phone: (916) 323-2637

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

Fax: (916) 442-2637

Office of Correctional Safety:
Anthony Chaus, Assistant Secretary
(916) 327-3268

John Duncan, Chief
(916) 324-2319

CONTRACTOR Contacts:

Company Representative
Lucibeth Mayberry
Vice President, Deputy Chief Development Officer
10 Burton Hills Boulevard, Nashville, TN 37215

Tallahatchie Correctional Facility
295 U.S. Hwy. 49 south
Tutwiler, MS 38963
(662)-345-6567
Warden Bobby Phillips

North Fork Correctional Facility
1605 East Main
Sayre, OK 73662
(580)-928-8200
Warden Fred Figueroa

La Palma Correctional Center
5501 North La Palma Road
Eloy, AZ 85231
(520) 464-3200
Warden James Macdonald

Red Rock Correctional Center
1750 East Arica Road
Eloy, AZ 85231
(520) 464-3800
Warden Bruno Stolz

Article III

CDCR OFFENDERS

Section 3.01 Offender Housing.

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

The CONTRACTOR shall confine and supervise adult male CDCR Offenders that are transferred to the Facilities pursuant to the terms and conditions of this Agreement. CDCR Offenders shall only be housed in housing units consistent with the offenders' classification and security needs, subject to the prior written approval of the CDCR Contract Monitor or designee.

CONTRACTOR agrees to make available, and CDCR agrees to utilize, beds at the CONTRACTOR facilities (hereinafter collectively referred to as the "Facilities") as follows:

Red Rock Correctional Center: 1536 General Population Beds
La Palma Correctional Center: 3060 General Population Beds
North Fork Correctional Center: 2400 General Population Beds
Tallahatchie County Correctional Facility: 2592 General Population Beds

Florence Correctional Center is not included as a Facility under this Agreement. The intent of the parties is that CONTRACTOR and CDCR shall develop a mutually agreed upon ramp down schedule to remove the CDCR population from the Florence facility. In the event that CONTRACTOR and CDCR agree that CDCR inmates should remain at Florence past June 30, 2011 in order to support a safe and efficient facility ramp down, then any such remaining inmates at Florence shall be at a per diem rate of \$63.00 per inmate per day until such time as the ramp down is complete.

Provided, however, nothing herein shall prevent the CONTRACTOR and CDCR from mutually agreeing to reallocate beds among the Facilities, add additional CONTRACTOR facilities, and increase or decrease the total number of contracted beds as necessary to meet CDCR needs. Provided further, in the event that the CDCR population at the Facilities falls below 9,108 inmates for more than 60 days then the CONTRACTOR shall have the option of reallocating the CDCR population among the Facilities in such a manner as to improve the efficiency of the overall Facility operations. All such costs associated with such a reallocation among the Facilities shall be borne by the CONTRACTOR and subject to mutual agreement regarding the staffing levels necessary to support the reallocated populations. This provision shall not apply in the event that such vacancies are caused by an act of contract default on the part of the CONTRACTOR or in the event that CONTRACTOR has requested that such beds remain vacant.

CDCR's minimum payment shall be based on the greater of (a) the actual occupancy at each of the Facilities, or (b) 90% of the capacity available to CDCR at each of the Facilities according to the above listing of available capacities by Facility, as may be modified from time to time by mutual agreement of the CONTRACT and CDCR.

If CDCR is unable to attain 90% occupancy of the capacity available to CDCR at each of the Facilities because it becomes unlawful for any reason to involuntarily transfer inmates outside of California, or the Receiver or a Court with Jurisdiction has notified CDCR in writing or has provided other official notification that Offender transfers under this Agreement are being suspended, CDCR shall be relieved of making a payment for more than the actual occupancy until such time as the Receiver or Court with Jurisdiction allows sufficient transfers for CDCR to attain 90% occupancy, or until involuntary transfer of inmates outside of CA is no longer unlawful. Provided, however, absent a court order suspending transfers as set forth above, it shall not be considered unlawful to involuntarily transfer inmates out of state for so long as CDCR is sending inmates out of state pursuant to an Emergency Proclamation, Emergency Executive Order, and/or enabling legislation.

Section 3.02 Selection and Placement Process.

The CDCR Offenders to be housed in the Facility shall be selected on the basis of compliance with all applicable state statutes or such other applicable laws or regulations of the state in which the Facility is located relating to the housing of out of state offenders as may apply, and in addition thereto, the following criteria and conditions:

3.02.1 CDCR and CONTRACTOR shall mutually agree on offenders to be housed by CONTRACTOR, and offenders shall be suitable for placement in the facility designated. In the event that CDCR requests that the CONTRACTOR accept Offenders with serious or significant mental health or serious or significant physical problems, included but not limited to physical disability, CDCR and the CONTRACTOR shall mutually agree to an appropriate plan of care for the population and the allocation of costs associated therewith. If the overall percentage of inmates in CONTRACTOR facilities requiring Hepatitis C treatment exceeds the overall percentage of offenders requiring Hepatitis C treatment in the CDCR system, CDCR agrees to pay the treatment costs for those offenders in excess of the percentage of offenders requiring Hepatitis C treatment in the CDCR system.

3.02.2 Offenders assigned to the Facility shall be males eighteen years of age or older.

3.02.3 CONTRACTOR may reject any offender found not to meet the receiving state's criteria or otherwise deemed by the CONTRACTOR, with CDCR's concurrence, to be unsuitable for assignment to a particular Facility. In the event the initially considered Facility is deemed unsuitable for a particular offender, the CONTRACTOR shall make all due effort to assign offenders to an alternate appropriate Facility under this Agreement.

Upon arrival of any CDCR Offender to the Facility, the CDCR shall provide to the Facility's Warden, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each CDCR Offender to be housed at the Facility. The CONTRACTOR shall assume any costs associated with a review of inmate central files to determine the impact to CDCR of the receiving state's statutory requirements. All CDCR Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws. The CONTRACTOR shall release information only in accordance with CDCR direction.

A duly authenticated copy of the CDCR Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a CDCR Offender arrives at the transfer point. After the Agreement is executed and CONTRACTOR becomes familiar with CDCR Offender files, the CONTRACTOR may make reasonable requests for additional papers or documents to be delivered to CONTRACTOR. CDCR understands that the safe and secure management of the Facility is dependent upon the CONTRACTOR's receipt of complete Offender files and shall not unreasonably withhold requested documents.

The CONTRACTOR will work collaboratively to implement any newly available Electronic Database Software, including but not limited to the Strategic Offender Management System (SOMS) to enhance operationally necessary transfer of information.

Section 3.03 Transfer/Delivery of Offenders.

At the request of CDCR, the CONTRACTOR shall be responsible for the transporting of offenders to and from CDCR to the Facility. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required offender local transportation to and from the Facility within a 150 mile radius (e.g., for offsite medical care both urgent or emergent and routine) shall also be provided and paid for by the CONTRACTOR. Upon the request of the CONTRACTOR and with prior written approval of the CDCR Contract Monitor, CONTRACTOR shall be entitled to transfer a CDCR Offender from one facility to another, provided the facility receiving the transferred CDCR Offender is operated by CONTRACTOR pursuant to an agreement between CDCR and CONTRACTOR or between CDCR and an entity with which CONTRACTOR has an operating contract. CONTRACTOR agrees to follow CDCR staffing requirements on any CCA provided transport.

Section 3.04 Costs of Transport of Offenders.

Except as otherwise provided below, CDCR shall reimburse CONTRACTOR for the cost of transporting offenders between the transfer point in California and Facility, and between Facility and transfer point in California as follows:

- A. Cost of airframe and crew ("charter costs") at actual cost. CONTRACTOR agrees to provide CDCR with the cost quote for any transfer and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with CONTRACTOR to obtain a replacement service provider to provide the same service at a rate acceptable to CDCR. If a better quote cannot be obtained through these efforts, CDCR shall determine a competitive alternate transportation provider.
- B. Costs of guarding to be reimbursed to CONTRACTOR at their cost of salary and fringe benefits for each guard accompanying the transportation of offenders. Salary and fringe benefits is defined for this section as actual salary plus 26% of salary in addition thereto to cover the fringe benefits. In addition, CONTRACTOR shall be entitled administrative overhead on said amounts calculated for guarding at a rate of 15% of the base salary. CONTRACTOR shall be reimbursed for mileage for ground transportation of offenders from the receiving State drop off point to the facility at the rate then in effect and used by the Internal Revenue Service for calculation of mileage.
- C. In the event CONTRACTOR requests the return of an offender to California, or the transfer of an offender to another CCA facility, who otherwise meets the criteria of the receiving state and meets the criteria of CDCR and has been placed in a facility with the initial agreement of the CONTRACTOR, then in such event CONTRACTOR shall be responsible for the transportation and property costs associated with said return.
- D. Notwithstanding any other provisions of Section 3.04, CONTRACTOR shall be responsible for up to the first \$500,000 for the cost of transportation between California and all Arizona facilities annually.

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Section 3.05 Offender Funds.

Funds of an individual CDCR Offender shall be provided to CONTRACTOR by CDCR within seven (7) working days of the CDCR Offender's transfer. These funds shall be held and managed pursuant to policies, procedures and practices, which shall be provided to CONTRACTOR prior to inmate arrival.

Section 3.06 Offender Work/Program Assignment Payment.

CONTRACTOR shall pay all inmates assigned to the work incentive program inmate wages equal to the amount paid to other inmates housed at the particular Facility at the time of transfer. Provided, however, CDCR shall inform CONTRACTOR of the applicable pay scales utilized by CDCR, and inform CONTRACTOR of any changes occurring thereto during the term of this agreement. CONTRACTOR will review the CDCR pay scale to ensure that it is in keeping with the Facility pay scales currently in place. In the event of a discrepancy, CONTRACTOR will make a recommendation to CDCR for a solution – recognizing the need to treat CDCR offenders housed out of state in a similar manner to CDCR offenders in state and taking into account CONTRACTOR's need for similar treatment for all jurisdictions in the facility. In the event CDCR offenders are housed in a facility with other jurisdictions where a pay scale discrepancy exists, CONTRACTOR will provide a report initially and annually.

Section 3.07 Return of Offenders to the CDCR.

3.07.1 Upon demand by the CDCR, offenders will be delivered to the custody of the CDCR pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.07.2 Within 14 days of receiving a good faith request (based on the diagnosis of a serious medical condition, on-going or serious disciplinary reasons, or inability to provide a level of custody consistent with the safety and security of the inmate and/or staff), the CDCR and CONTRACTOR will develop a mutually agreed upon plan to address this matter.

3.07.3 CONTRACTOR and CDCR agree that in the case of offenders who are members of the *Coleman* class, returns shall be accomplished in strict accordance with *Coleman* return guidelines.

3.07.4 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state, other than California, unless that State has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact, or unless the offender is released to the custody of another agency, whether state or federal. In every other case, prior to release from custody, offenders shall be returned to the CDCR or to the custody of such jurisdiction as has agreed to take the offender, pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.07.5 When a CDCR Offender returns to CDCR, the CONTRACTOR shall provide that offender's funds, in the form of a check payable to CDCR, in the amount due the CDCR Offender for credit to the CDCR Offender's account within seven (7) business days of the CDCR Offender's transfer unless an alternate location is directed by CDCR.

3.07.6 When a CDCR Offender is identified to return to CDCR, the CONTRACTOR will ensure the "field file" is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed

necessary by CDCR. In addition, the CONTRACTOR will provide a medical summary and ensure the unit health record is current with relevant medical documentation. In addition, upon transfer, the CONTRACTOR will provide the current field file, medical summary and unit health record.

Article IV

OPERATION OF FACILITY

Section 4.01 General Duties.

The CDCR Offenders in the Facility shall be confined and supervised in accordance with the CCR Title 15, DOM, and receiving states' existing state law. The CONTRACTOR shall maintain mutually agreed upon staffing levels at the Facility in accordance with ACA standards and in sufficient numbers and rank to maintain the safety of the public, staff and offenders and to adequately carry out the provisions of this Agreement. CONTRACTOR shall not seek additional reimbursement from CDCR in excess of the per diems stated hereunder in instances where the CONTRACTOR increases staff in order to perform the services required under this Agreement. Provided however, this shall not apply in instances where CDCR requests or requires additional services or services for a different inmate population than originally contemplated hereunder. The CONTRACTOR shall provide CDCR with staffing levels for each facility where CDCR Offenders are housed prior to execution of this Agreement. Said staffing levels are attached hereto as Attachment A. In the event of any change to the staffing levels for the staff assigned to the particular CDCR housing units during the term of the Agreement, such revised levels shall be provided to CDCR in advance of any change and shall be subject to CDCR approval which shall not be unreasonably withheld and which shall be granted or withheld within ten business days or a reasonably agreed upon time frame of the request. In advance of any change, the CONTRACTOR will exercise authority to ensure that the daily operations of the Facility are in compliance with the provisions of this Agreement. Subject to the provisions of this Agreement, the CONTRACTOR shall provide CDCR Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, CCR Title 15, and constitutionally appropriate and/or court imposed guidelines, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. CONTRACTOR shall provide case management of CDCR offenders consistent with Title 15 including classification, monitoring earned/good time, disciplinary activity, programming and other offender activity.

CDCR offenders shall be provided with a copy of the Facility rules and procedures (orientation guide) upon arrival. The orientation information must include the process for obtaining medical/mental health care, disciplinary process, request for reasonable accommodation under ADA and the offender appeal/grievance process. A verbal orientation shall also be provided upon arrival. CONTRACTOR shall ensure effective communication during orientation. Where appropriate this may include, but is not limited to, use of interpreters or ADA approved communication devices

Section 4.02 Minimum Required Staffing.

4.02.1 CDCR may assess liquidated damages if the CONTRACTOR fails to maintain minimum staffing for mandatory posts as delineated in Attachment B. The CONTRACTOR may use

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contract staff and overtime to fulfill its mandatory post staffing requirements. The CONTRACTOR shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant post(s) shall be performed through the use of overtime, contract staff, or other mutually agreed upon alternative means. In the event that the duties of the vacant posts are being performed through the use of overtime, contract staff, or other mutually agreed upon alternative means then the CONTRACTOR shall not be deemed in breach of this Contract and shall not be subject to an assessment of liquidated damages. For each shift that a mandatory post is not covered, CDCR may assess damages in an amount equal to the daily rate (salary and benefits) per post per day as long as the deficiency continues.

CONTRACTOR shall have 60 calendar days to fill a vacant Critical Position as delineated on Attachment B A Critical Position shall not be deemed vacant in the event that the CONTRACTOR is using contract staff, overtime or other mutually agreed upon alternative means to fulfill the duties of the Critical Position. Beginning on the 61st calendar day that a Critical Position remains vacant, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) for such Critical Position per day as long as the Critical Position remains vacant. CONTRACTOR agrees to not circumvent the imposition of liquidated damages by multiple short term staff assignments.

Recognizing that the CONTRACTOR will incur certain costs to recruit new employees and costs to cover the vacancies through contract staff and overtime, the first monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will be subject to a maximum of \$10,000 and the second monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will be subject to a maximum of \$20,000. The third and each subsequent monthly assessment of liquidated damages per Contract Year per CONTRACTOR Facility will not be subject to a maximum amount. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The CONTRACTOR shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the CONTRACTOR of any of its obligations under the Contract.

Section 4.03 ACA Accreditation.

CONTRACTOR shall obtain, and maintain ACA accreditation of each of the facilities occupied by CDCR under this agreement. It is understood that a facility shall have been fully operational for 18 months before ACA accreditation becomes available, and CONTRACTOR shall seek accreditation of any such newly constructed or re-opened facility within the earliest practical time. This requirement may be waived in circumstances where the actions of, or needs of CDCR prevent such accreditation.

Section 4.04 Contract Monitors.

4.04.1 In administering this Agreement, the CDCR shall designate a person, herein referred to as the CDCR Contract Monitor, to monitor the CONTRACTOR's performance under this Agreement.

4.04.2 The CONTRACTOR shall designate a person who shall act as the Facility's contact person for purposes of the administration of this Agreement.

4.04.3 Any change in the Contract Monitor or the CONTRACTOR's designated contact person shall be effective upon ten (10) days prior written notice to the other party of such change.

4.04.4 Unless otherwise provided, the CONTRACTOR shall permit the CDCR, court appointed Receiver or Special Master, and any other duly authorized agent or governmental agency, to monitor all activities conducted by the CONTRACTOR pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v. Schwarzenegger* to monitor healthcare services within the institution. As CDCR or the Receiver may in their sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Schwarzenegger* to monitor the provision of constitutionally adequate mental health care for all plaintiff class inmates. Former class members may be transferred pursuant to this Agreement and some transferred inmates may become members of the plaintiff class during their stay in the CONTRACTOR's facility(ies). The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the CONTRACTOR to plaintiff class members. Also specifically included in this provision is the right of the CDCR Dental Program to monitor the provision of dental services within the institution, including the preparation and submission to CDCR of periodic reports as determined by the Dental Liaison to COCF. CONTRACTOR shall cooperate with such visits, which shall not interfere unduly with Agreement work.

4.04.5 **Healthcare Monitor**

The Receiver appointed in the Federal case of *Plata v. Schwarzenegger*, may, in his discretion, appoint a Healthcare Monitor to either be housed at the Facility, or to make periodic inspection visits to the Facility consistent with the provisions of this section. The same information as is provided by CDCR to CONTRACTOR for its Contract Monitor shall also be provided to CONTRACTOR for the Healthcare Monitor.

Section 4.05 Medical/Mental Health/Dental.

The CONTRACTOR shall provide essential health services, including medical, dental and mental health services, while meeting the applicable standards and levels of quality established by the ACA, NCCHC, and CCR Title 15. In addition, the CONTRACTOR shall provide services consistent with all applicable Federal, state, and local laws and regulations governing the delivery of offender health services and any applicable Court orders, including, but not limited to orders issued in the case of *Plata v. Schwarzenegger* and *Coleman v. Schwarzenegger*, and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders as set

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forth above shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

- CDCR Offenders shall be provided health services consistent with the services provided by the CDCR under applicable CDCR Offender health services policies and procedures.

Services – All offender medical services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, existing arrangements with local health care providers shall be utilized to obtain the required services. At the inception of this contract, a listing of all existing contractual arrangements with local healthcare providers, including but not limited to acute care hospitals and clinics shall be made available to CDCR by CONTRACTOR. Any change to this list shall be communicated to CDCR. This list shall be provided on an annual basis or as changes occur.

CONTRACTOR will have a contracted hospital provider in its off-site network for inmates requiring inpatient psychiatric admission, to include crisis counseling. All inmates suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

The CONTRACTOR shall have policies and procedures for providing routine and urgent medical, dental, and mental health services. The policies and procedures shall include, but not be limited to the following:

- 24 hour care, seven days a week emergency medical, dental, and mental health care;
- initial health screening;
- health appraisal examination;
- daily triaging of complaints;
- sick call procedures with a health practitioner, including offering this service at least 5 days per week;
- outpatient medical, dental, and mental health service, including diagnostics and physical therapy;
- inpatient medical services;
- special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- mental health and substance abuse services;
- adequate staffing of trained professional health services staff and support staff;
- pharmaceutical services and supplies;
- no cost to CDCR Offender for medication refills and renewals;
- optometric services;
- health education;
- medical diets;
- infection control; and
- quality control/peer reviews.

Initial/Preliminary Screening – All screening will be conducted by trained and licensed healthcare personnel on all offenders upon the offender's arrival at the Facility. Screening will include, but not limited to:

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- an inquiry into the offender's health care history, including status of current modalities and medications;
- an observation of the offender's behavior, physical limitations and capabilities and current physical condition; and
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

At initial screening, all offenders will receive orientation about the Health Services Unit, including the procedures for accessing care.

Full Health Appraisal (Intake) – During the initial occupancy phase of this contract all offenders will receive a full health appraisal within 14 days of arrival at the Facility. This health appraisal will include, but not limited to:

- review of the earlier screening;
- review of the CDCR health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- collection of a more detailed health services history;
- medical examination, including review of mental health and dental status if not previously examined at CDCR in the previous six months;
- laboratory or diagnostic tests to detect communicable disease if not documented in the previous 12 months;
- other tests and diagnostics, as indicated by exam;
- initiation of treatment, as indicated;
- development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment;
- referral to mental health or dental specialist as indicated; and
- offender education, particularly if the treatment plan initiated by CDCR treatment plan is modified or changed. Any change to an existing treatment plan shall be approved by CDCR.

In the event CONTRACTOR's staff are unable to provide the requisite screenings in the time allowed due to the volume of screenings to be conducted, CONTRACTOR may seek approval to extend the time for such screenings, consistent with the approval of CDCR and the Receiver, and if such extension of time is disallowed, may utilize outside contracted services to accomplish said screenings. CDCR shall be given advance notification of the identity and qualifications of said individuals, and review the proposed rate of compensation to be paid to such persons. CDCR shall not unreasonably withhold its consent to such proposed screeners, and shall reimburse CONTRACTOR for their additional costs incurred in complying with this provision in such event.

Dental Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure dental screenings, exams, radiographs, and treatment are rendered consistent with the CDCR and ACA standards. Comprehensive dental examinations shall be completed within thirty (30) days of arrival from California. The CDCR records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Inmate transfers between CONTRACTOR facilities shall include a review of dental records to ensure continuity of care at the arriving facility.

Mental Health Screening, Examination and Treatment – The CONTRACTOR shall have written policies and procedures to assure mental health screenings, evaluations, and treatment is rendered

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consistent with the CDCR and ACA standards. The CDCR records sent to the facility will be reviewed for mental health history and to identify current mental health care needs. Any patient having demonstrated mental health needs shall be identified to CDCR, and CDCR shall have the right to request a return of that offender to CDCR custody.

Infectious Diseases – The CONTRACTOR shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to CDCR prior to the execution of this agreement.

CONTRACTOR Formulary – The CONTRACTOR shall adhere to the CONTRACTOR formulary. When the only medically appropriate and medically necessary pharmaceutical for an offender is not on the CONTRACTOR formulary, the CONTRACTOR Medical Director and/or the Health Services Administrator will follow the CONTRACTOR's procedures for obtaining a waiver.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of an offender to or from the facility, the CDCR or CONTRACTOR, depending on who is releasing custody at the time of transfer, shall provide at the time the offender is transferred between the custody of CDCR and CONTRACTOR, a seven (7) day supply of any medications prescribed for that offender.

Utilization Review/Prior Authorization - CONTRACTOR shall follow the CDCR Utilization Review procedures and unless the required care is necessitated by an emergency, shall seek advance approval for any non-routine care outside the facility.

Health Care Records – The CONTRACTOR shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the CDCR and shall be forwarded to CDCR when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of CDCR.

Credentialing, Privileging and Peer Review – Licensed Independent Practitioners (LIPs), which includes physicians, nurse practitioners and physician assistants, hired by the CONTRACTOR must be approved by CPHCS' Credentialing Review Committee prior to commencement of services. Additionally, CPHCS may conduct clinical performance appraisals of all CONTRACTOR LIP's providing services to CDCR offenders and reviews all peer reviews of contracted LIPs.

Mid-Level Protocols – The CONTRACTOR must have established protocols and provisions for supervision of mid-level providers. Mid-level providers include nurse practitioners and physician assistants.

Staffing – The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the Facility Medical Director and/or the Health Services Administrator.

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Staff Training – The Health Services Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health care services staff shall participate in facility orientation and training in accordance with Facility, ACA and NCCHC standards.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

4.05.1 **Costs** – The cost of providing on-site medical, mental health or dental services through Facility staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:

- a) All expenses in excess of \$2,500 annually per inmate for medically necessary, off site hospital or emergency care. This includes, but is not limited to medical, surgical, mental health, and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided however, CONTRACTOR shall be responsible for the costs of any off-site medical care if such care should have been provided on-site through the CONTRACTOR's provision of routine medical, dental and mental health services.
- b) CONTRACTOR accepts the risk for the first \$2,500 annually per Offender for medically necessary, off site hospital or emergency care. The \$2,500 annual per Offender limit shifts ongoing costs for typical, routine off-site services from CDCR to the CONTRACTOR (thereby simplifying the reimbursement for such claims and allowing CDCR relief with respect to these routine costs) while limiting the CONTRACTOR's liability for off-site hospital and emergency care. The parties do not anticipate that every CDCR Offender will incur \$2,500 in off-site hospital or emergency care, therefore, the per diem does not include \$2,500 per inmate per year for this care and there is no pool of funds established based upon \$2,500 per inmate per year from which CONTRACTOR retains unspent funds. CONTRACTOR is able to competitively price coverage of off-site medical care by relying on historical inmate medical data and making an assessment of a reasonable annual budget for off-site expenses knowing that in no event will the liability exceed \$2,500 per Offender annually. Accordingly, the CONTRACTOR's off-site limit is a risk balancing mechanism only.
- c) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of offenders with HIV or AIDS. CONTRACTOR shall notify the CDCR of any offender diagnosed with HIV or AIDS within three (3) working days.
- d) Any costs associated with DNA testing of offenders.

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Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the CONTRACTOR (or state where the Facility is located) are included as part of the per diem rate.

- 4.05.2 A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental and/or vision services requested / initiated by the offender in accordance with Title 15, Section 3354.2. The co-pay fee will be retained by the CONTRACTOR.
- 4.05.3 The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the CONTRACTOR, its employees, or subcontractors or for care which could have foreseeably been prevented.
- 4.05.4 Medical billings from outside vendors which are the responsibility of CDCR shall be submitted to CDCR or designee within thirty (30) days of receipt.
- 4.05.5 Upon return of a CDCR Offender to the CDCR, the CONTRACTOR shall provide the copy of the health records of all health care delivered while under CONTRACTOR's jurisdiction, including, but not limited to all Facility health records, dental records, community hospital records, radiology reports and films, consultant reports and laboratory results. In addition, the CONTRACTOR will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.
- 4.05.6 The parties hereto expressly acknowledge and agree that:
- a) the inmates to be transferred pursuant to this Agreement to the facilities owned and/or operated by CONTRACTOR (the "Transferee Facilities") are members of a class of plaintiffs in an action pending in the United States District Court for the Northern District of California entitled, Marciano Plata et al. v. Schwarzenegger et al. No. C01-1351 TEH (the "Plata Action");
 - b) the California Department of Corrections and Rehabilitation (the "CDCR") is a named defendant in the Plata Action;
 - c) the plaintiffs in the Plata Action have alleged that the health care delivered to inmates in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
 - d) by order, dated February 14, 2006 (the "February 14 Order"), the Court in the Plata Action (the "Plata Court") appointed Robert Sillen as the Receiver (the "Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver;
 - e) pursuant to the February 14 Order, the CDCR and "all persons in concert or participation" with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;

- f) the inmate-class members transferred pursuant to this Agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the Plata Action; and,
- g) the transfers of inmates contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the Plata Court's orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

CONTRACTOR expressly acknowledges and agrees that it:

- a) intends to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facilities;
- b) is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c) will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facilities and to documents, personnel and inmate-class members in the Transferee Facilities to the same extent as the Receiver is provided access to CDCR facilities, personnel and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California inmates in the Transferee Facilities and shall not include information related to other jurisdiction's inmates or facility information unrelated to the provision of medical care to California inmates.

The parties hereto acknowledge and expressly agree that with respect to the provisions of section 4.05 and all subsections of said section, the Receiver is a third party beneficiary of this Agreement and hereby consent to the jurisdiction of the United States District Court for the Northern District of California with respect to any action or proceeding brought by the Receiver to enforce the provisions of such sections.

4.05.7 The parties agree that in the event a court appearance is required before the Honorable Thelton Henderson in San Francisco, California by employees of CONTRACTOR that the expenses incurred by CONTRACTOR in making the employees available for said hearing shall be reimbursed to CONTRACTOR by CDCR. Reimbursement shall include costs of transportation as well as salary costs, accelerated by 26% to cover fringe benefit. Should the court impose monetary sanctions against CONTRACTOR, CDCR and CONTRACTOR agree to evaluate the circumstances leading to the imposition of said sanctions and in the event it is determined that CONTRACTOR had performed within the scope and requirements of this Agreement and that sanctions were issued in spite thereof, CDCR shall agree to reimburse CONTRACTOR for any sanctions imposed. Should CDCR not agree that CONTRACTOR'S performance, which resulted in sanctions was consistent with the obligations imposed under this contract CDCR may refuse to reimburse CONTRACTOR for the sanctions imposed. In such event CONTRACTOR may seek a judicial

determination of the obligation for the payment of sanctions pursuant to the provisions set forth in this paragraph.

4.05.8 In the event that CDCR transfers CCCMS inmates to the CONTRACTOR's Facilities, the following shall apply:

- a) Unless mutually agreed otherwise between CONTRACTOR and CDCR, the total number of CCCMS inmates shall not exceed 1,000 inmates across the CONTRACTOR Facilities.
- b) The allocation of the CCCMS inmates between the CONTRACTOR Facilities shall be decided in mutual agreement between the CONTRACTOR and CDCR to allow optimization of CONTRACTOR resources, to include staffing.
- c) CONTRACTOR's agreement to house CCCMS inmates is based upon the staffing requirements of the Mental Health Service Delivery System Program Guide as amended and supplemented, and as interpreted by the CDCR Director of Mental Health. In the event that such guidelines are modified, amended or replaced in such a way as to modify or increase the services, including staffing, required from the CONTRACTOR, the CONTRACTOR shall not be required to make such modifications unless the CONTRACTOR agrees that such modifications are operationally feasible and CDCR agrees to pay for any increased costs, including any and all staffing related costs. In the event CONTRACTOR finds modifications operationally infeasible, CONTRACTOR and CDCR shall come to a mutual agreement in regards to costs associated with the transfer of inmates back to California or to another mutually agreed upon site.
- d) CONTRACTOR agrees to provide monitoring data and reports as required by CDCR.

Section 4.06 Death of an Offender

- 4.06.1 In the event of the death of a CDCR Offender, the CONTRACTOR will immediately notify the CDCR Contract Monitor or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by CDCR, the CONTRACTOR shall obtain an independent autopsy. This autopsy shall be paid for by the CDCR. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the CDCR.
- 4.06.2 The CONTRACTOR shall furnish all information requested by the CDCR, and follow the instructions of the CDCR with regard to disposition of the body. The CDCR will notify the designated next of kin of the deceased offender, if any, as soon as practicable after death.
- 4.06.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the CDCR.
- 4.06.4 The CONTRACTOR's Chief Medical Officer will communicate on a regular basis with the Office of the Receiver and actively participate in Mortality and Morbidity clinical reviews

in the Death Review Committee and other Quality Improvement activities. At all times documentation will be protected by the Medical Peer Review process. The CONTRACTOR will assist COCF in the collection of documents required to be submitted to the Death Review Committee as delineated in the CPHCS September 5, 2008, Memorandum titled "Distribution of Inmate Death Reporting and Review Policy, Effective September 5, 2008," and any subsequent death review documentation requirements imposed by the Plata court. (Attachment C)

Section 4.07 Offender Work and Programs.

- 4.07.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work at the Facility, unless otherwise medically or administratively precluded. No CDCR Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the CDCR Contract Monitor or designee.
- 4.07.2 Eligible offenders will be productively occupied in work, education, vocational, and/or major habilitation programs, consistent with CCR Title 15, and in accordance with the Offender Program Participation Table attached hereto as Attachment D.
- 4.07.3 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.07.4 Offenders shall be required to work or participate in educational or vocational programs, consistent with CCR Title 15. However, offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.07.5 The CONTRACTOR may dispose of or consume all products produced by any offender participating in work or vocational programs. The CONTRACTOR will bear all costs and retain all proceeds there from.
- 4.07.6 The CONTRACTOR shall daily record the actual hours worked/participated for each offender (those in work/programs/education/training) on the Work Supervisor's Time Log (CDC Form 1697) in order that work credit can be calculated by CDCR in accordance with Title 15 (§3045). The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the Contract Monitor by the 15th of the following month or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.7 In case of hobby craft programs, the crafts may be sold and proceeds of any sale retained by the offender.
- 4.07.8 In accordance with the expectations of CDCR, CONTRACTOR shall provide the below detailed annual goals for offender programs. The CONTRACTOR shall provide reports to CDCR with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate CONTRACTOR staff, CDCR determines that deficiencies exist in meeting the goals stated herein, CDCR may request that

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CONTRACTOR provide a Corrective Plan of Action for resolving these deficiencies and updates of these Plans of Action shall be provided to the CDCR Contract Monitor on a monthly basis until such deficiencies are resolved. The annual goals and associated reports shall be as follows:

- 4.07.8.01 Provide Chaplain and Religious Services for the CDCR population in order to fulfill the facility's responsibility of ensuring that all inmates can voluntarily exercise their constitutional rights to religious freedom. Each facility chaplain will submit a monthly report detailing religious services provided, inmate attendance, and volunteers utilized to provide religious services.
- 4.07.8.02 Provide a mechanism for assessment and admission into appropriate modality of treatment for therapeutic substance abuse. Each facility will submit a quarterly report of assessments, intakes, discharges, and completers in addictions treatment programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.03 Demonstrate offender progress by tracking "phase-ups" in addictions treatment programs. Each facility will submit a quarterly report of "phase-ups" or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.04 Assess CDCR offenders interested in educational programming to determine appropriate placement. Each facility will submit a quarterly report of assessment results for education programs or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.05 CDCR offenders enrolled in academic education programs shall be reassessed using an appropriate instrument every 120 days. Each facility will submit a quarterly report detailing reassessment results or CONTRACTOR shall collect and forward other documentation as deemed appropriate by CDCR.
- 4.07.8.06 Each facility will maintain a vocational advisory committee. Each facility will submit a quarterly report summarizing the activity of the vocational advisory committee.
- 4.07.9 CDCR shall be responsible for payment of any benefits for CDCR offender workers compensation claims as required by California law, including, but not limited to, California Labor Code section 3370(a). CONTRACTOR shall not be responsible for the payment of any workers compensation benefits to CDCR offenders.

Section 4.08 Religious Opportunity.

The CONTRACTOR will provide reasonable time, accommodations, and space for religious services in keeping with facility security and other necessary institutional operations and activities. Religious services should be provided in accordance with CCR Title 15.

Section 4.09 Recreation/ Quarterly Packages and Canteen - Barber.

Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for offenders in lockdown/modified program/Administrative Segregation status. The CONTRACTOR shall provide recreation for inmates in Administrative Segregation in accordance with CCR Title 15. Offenders will be personally observed by staff during these recreational opportunities.

Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for CDCR inmates. CONTRACTOR shall endeavor to supply canteen items similar in price and nature to those provided to California inmates by CDCR. CONTRACTOR reserves the right to exclude any canteen item it deems to be a security risk. Revenues may be used to pay all operating expenses of the canteen, including but not limited to commissary worker salaries and benefits on a pro rata basis, based on the ratio of the total sales to CDCR inmates to the total canteen sales to all inmates. Any profits from the commissary sales to CDCR inmates operation shall be deposited in the Offender Welfare Fund, to be administered in accordance with and in a manner consistent with established CDCR policies.

CONTRACTOR will implement a quarterly package program in accordance to CCR Title 15. CONTRACTOR shall supply quarterly package items similar in price and nature to those provided to California inmates by CDCR. CONTRACTOR and CDCR reserve the right to exclude any quarterly package item deemed to be a security risk

- 4.09.1 The CONTRACTOR shall establish and maintain a plan of operation for on-site inmate barber services. Barber service procedures must provide for the safety, security and maintenance of the designated area, tools, solutions, equipment and comply with all applicable health and sanitation codes. The number of inmate barber assignments shall be consistent with the need to readily service the inmate population. The CONTRACTOR should strive to maintain an ethnically diverse barber's service in both inmates assigned and services provided. The CONTRACTOR shall ensure that barber services are directly available and accessible to the inmate population. Hours of operation must therefore be scheduled in correlation to other facility programs, activities and other inmate assignments.

The barber service shall comply with acceptable and applicable codes, practices, standards and requirements established by the appropriate state regulatory agency in the state where the Facility is located and ACA standards. The CONTRACTOR shall be responsible for developing a plan of operation for inmate barber services that, at a minimum, must: (a) ensure that tools are properly inventoried, maintained and accounted for at all times; (b) provide for trained inmate barbers that are hired consistent with Facility policy and ACA standards; and (c) ensure that inmate barbers and services are provided to serve an ethnically diverse inmate population

The CONTRACTOR shall provide a designated barber area, centrally located within the facility and adjacent to the inmate population, which is readily accessible to all inmates for the personal maintenance of hair grooming standards in accordance with CDCR requirements. The CONTRACTOR may also provide multiple designated inmate barber areas equitably located within various areas of the facility to achieve the same purpose within the framework of safety and security. In either case, the barber

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area(s) shall be centrally located and of sufficient size and dimensions to adequately service the entire inmate population. Clear lines of sight shall be provided from designated staff/posts. The CONTRACTOR shall ensure that CDCR principles of proper tool control is incorporated and adhered to by inmates and staff alike. At a minimum, the barber area shall be equipped with a sink, power outlets and a chair.

Section 4.10 Inmate Advisory Committee.

The CONTRACTOR agrees that the Facility Wardens will establish an Inmate Advisory Committee at each facility housing CDCR offenders consistent with CDCR regulations. Copies of the meeting minutes will be provided to the Contract Monitor or designee on a monthly basis.

Section 4.11 Telephone.

Access to telephone service shall be provided to CDCR Offenders in accordance with CCR Title 15 (§ 3018, 3044, 3045). Contractor, nor any other party, shall profit from inmate telephone service systems; however, should CDCR require Contractor to provide video visiting, Contractor and CDCR shall come to a mutual agreement regarding an increase in charges for the inmate telephone system to offset the cost of providing video visiting.

Section 4.12 Clothing.

The CONTRACTOR will be responsible for laundry, repair, and replacement of offender clothing during the CDCR Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis. Upon admission, each inmate shall be issued the following:

- Work shoes, one pair.
- Sheets, two.
- Pillow case, one.
- Towels, two.
- Blankets, two.
- Pants (uniforms or jeans), three.
- Shirts (uniforms or chambray), three.
- Undershirts, four.
- Socks, six pair.
- Undershorts, four pair.
- Jacket, one.
- Belt, one (if jeans are issued).
- The distinctive, protective and/or extra clothing required by the climate and/or the inmate's job assignment.

Other clothing and linen items shall also be issued to the inmate as detailed within CCR Title 15. CONTRACTOR shall provide laundry services to the offender at no charge to the offender in accordance with established CDCR policies and CCR Title 15.

Section 4.13 Meals.

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The CONTRACTOR will provide all CDCR Offenders with nutritional meals consistent with established CDCR policies. Food service will meet established governmental and safety codes, while adhering to American Dietetic Association, National Academy of Sciences, and ACA standards, and local, state and federal requirements. The CONTRACTOR's facility will have a four-week, five-week, or six-week cycle menu. Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Religious diets will be provided for inmates whose religious beliefs requires adherence to religious dietary law. Religious diets shall be approved by the recognized facility religious authority. CONTRACTOR shall provide meat that has been certified as Halal as a religious meat alternative (RMA) at the dinner meal. CONTRACTOR shall procure RMA meat from a vendor(s) capable of providing meat that has been certified as Halal. A Registered Dietician or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. Menus shall be submitted to the Contract Monitor for review on a monthly basis.

Section 4.14 Mail.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. The CONTRACTOR is entitled to recoup postage fees when the Offender has sufficient funds in his account. Pursuant to the DOM, all non-confidential inmate mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

Section 4.15 Visitation.

The CONTRACTOR shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. The CONTRACTOR shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on CDCR's approved visitors list shall be approved by the CONTRACTOR unless security concerns indicate otherwise. Minimum hours of visitation shall be consistent with CDCR regulations. If space is available at the Facility and at the request of CDCR, CONTRACTOR shall provide space appropriate for conjugal visits. The provisioning of said space shall be the expense and obligation of CONTRACTOR.

Section 4.16 Offender Property.

CDCR Offenders shall be allowed to possess personal property as outlined in CCR Title 15. Exclusions may be granted based on facility security requirements. CONTRACTOR shall provide the CDCR allowable property lists prior to the implementation of this agreement. With the consent of CDCR, CONTRACTOR may permit items of property not allowable in California facilities. It shall be the responsibility of CONTRACTOR to insure that any such property is not returned with the inmate on the inmate's return to California. CONTRACTOR will follow CDCR regulations on disposition of property. CONTRACTOR shall compensate offenders for loss or damaged property due to the negligence of the CONTRACTOR in accordance with applicable remedies in CCR Title 15. CONTRACTOR shall not unduly delay resolution of property issues.

Section 4.17 Offender Appeals.

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The CONTRACTOR will handle all CDCR Offender appeals/grievances related to CDCR Offenders consistent with CDCR Policy. CDCR shall retain final authority on all issues of appeal. The CONTRACTOR shall provide a monthly summary of appeals by volume and type to the CDCR Contract Monitor.

Section 4.18 Access to Courts.

The CONTRACTOR will ensure all CDCR Offender court related access is in compliance and consistent with the provisions of DOM and CCR Title 15. Regardless of housing, the CONTRACTOR will provide opportunity for meaningful access to federal and California State legal materials at the Facility in accordance with CCR Title 15. On rare occasions, when direct access cannot be provided, the CONTRACTOR shall provide access consistent with DOM and CCR Title 15. The CONTRACTOR shall provide CDCR Offenders legal materials required to meet constitutional standards via computer and appropriate software including California specific material. The CONTRACTOR shall provide a secure and monitored location to house said computer and associated peripherals. The CONTRACTOR shall provide federal law material; typewriters, including ribbons, and typing paper; notary services (fees apply as per CCR Title 15); copying services, including copier paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent CDCR Offenders. CDCR Offenders need not be afforded access to copiers; however, the CONTRACTOR shall provide a copy of specific information, such as a page from a law book, upon request by a CDCR Offender. A reasonable and consistent copy fee shall be set by the CONTRACTOR. The CONTRACTOR shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.19 Offender Records and Progress Reports.

- 4.19.1 The CONTRACTOR will handle all CDCR Offender Records and ensure compliance consistent with the provisions of DOM and CCR Title 15. Offender institutional records regarding CDCR Offenders while at the Facility shall be collected and maintained on-site by the CONTRACTOR in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The inmate files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to CDCR Offenders, including Offender work/education-vocation records, shall be made available immediately to the CDCR Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the CDCR and additional information compiled while the CDCR Offender was at the Facility will be updated and transported with the CDCR Offender to his new location. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the CDCR Offender.
- 4.19.2 All warrants/holds/detainers received by the CONTRACTOR for a CDCR offender shall be forwarded to the CDCR Contract Monitor within 24 hours.
- 4.19.3 CONTRACTOR will provide approved, selected CDCR medical personnel electronic access to the CONTRACTOR'S Electronic Medical Record (IMS 2). All access will comply with HIPAA.

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Section 4.20 Transportation & Security.

The CONTRACTOR will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. The CONTRACTOR will provide transportation and transportation staffing consistent with CCR Title 15 and DOM to and from medical appointments, urgent and emergent medical care, and local, state, and federal court appearances within a 150 mile radius of the Facility at CONTRACTOR's cost.

Section 4.21 Removal of Offenders from the Facility.

Except for emergency health care needs, CDCR Offenders shall not be assigned from the Facility without prior written authorization from the CDCR Contract Monitor.

Section 4.22 Use of Force.

The CONTRACTOR's use of force policy and training program for CONTRACTOR staff shall be approved by the CDCR prior to offenders being transferred to the Facility and consistent with the CDCR Use of Force Policy as well as any other applicable use of force law applicable to the Facility or its operations. Following any use of force, an incident report shall be prepared and the CDCR staff shall be notified pursuant to Section 4.24 "Notification of Incidents, Emergencies, Escapes, and Discipline." Videocopies of Use of Force incidents and all applicable reports will be provided to CDCR within timeframes set forth in CDCR policy or as mutually agreed upon. Any incidents of inappropriate or excessive force will be immediately reported to CDCR and local law enforcement.

4.22.1 CONTRACTOR shall utilize only those weapons, munitions, and equipment authorized by CDCR (Attachment E).

Section 4.23 Escapes.

In the event of an escape by a CDCR Offender(s) from the Facility's physical custody, the CONTRACTOR shall, in addition to efforts to apprehend such CDCR Offender(s), immediately notify the CDCR Administrative Officer of the Day (AOD), CDCR I.D./Warrants Unit, and the local law enforcement agencies as required by state statute in the same manner it uses for any other Facility escapees. CONTRACTOR is responsible for reasonable costs associated with an escape, including the cost to dispatch CDCR personnel to assist in the apprehension or conduct an after action review, and including all costs associated with any such escape which are assessed against CDCR by third parties. Annually or upon revision, the CONTRACTOR shall provide CDCR Contract Monitor or designee with a listing of emergency contacts; including, but not limited to, AOD contact information.

Section 4.24 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.

4.24.1 The CONTRACTOR will handle all CDCR Offender related incidents, emergencies, and escapes in compliance with the provisions of DOM and CCR Title 15 unless it conflicts with state laws, in which case state laws control. Incidents involving/impacting CDCR Offenders are to be reported using the established CDCR-approved reporting format. Such incidents are to be reported to the CDCR Contract Monitor as soon as reasonably practical after the incident occurrence. The CONTRACTOR and CDCR will provide each other with a list of names, phone numbers, e-mail addresses, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving

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any offender, the CONTRACTOR will send to the CDCR Contract Monitor reports on the incident on a timely basis, consistent with CDCR policy.

4.24.2 The CONTRACTOR will handle all CDCR Offender disciplinary related matters according to the applicable provisions of DOM and CCR Title 15.

Upon the CDCR Contract Monitor's request, within 14 calendar days following any incident, a critical incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.

4.24.3 The CONTRACTOR will notify the CDCR Contract Monitor or COCF AOD immediately (24 hours a day) by telephone for any:

- a) Offender escape;
- b) Use of deadly force;
- c) Any use of force;
- d) Assault, including sexual assault, by an employee, offender, or civilian;
- e) Disturbance involving three or more offenders;
- f) Death of an offender;
- g) Rape of an offender;
- h) Property destruction rendering a living unit or support service area unusable;
- i) Hostage situation;
- j) Any serious interruptions to Institutional services;
- k) Felony behavior by staff or inmates involving CDCR.

All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the facility shall be provided to the CDCR Contract Monitor within 24 hours of the incident. In addition to those incidents listed above, all non-routine offender movement from the Facility, including emergency medical moves and removals from population to a Facility deemed appropriate and operated by the CONTRACTOR, and other such moves shall also be reported as soon as possible, but not longer than 24 hours of the incident.

4.24.4 Disciplinary reports, reclassification requests, or diagnoses that an offender has a serious medical condition shall be provided to the CDCR Contract Monitor and Receiver's Healthcare Monitor, if designated, weekly. Additionally, the CONTRACTOR shall forward to the CDCR Contract Monitor a monthly report detailing the disciplinary actions taken on CDCR Offenders. The content and form of the report will be mutually agreed upon by both parties to this Agreement. Daily offender movement sheets and daily activity reports shall be provided to the Contract Monitor as well.

4.24.5 The CONTRACTOR will provide a monthly Compstat report to the CDCR Contract Monitor that chronicles/summarizes significant activities occurring during the preceding month.

4.24.6 The CONTRACTOR shall furnish copies of any regularly generated reports that are requested by the CDCR except for those reports which contain confidential financial or company proprietary information unrelated to CDCR Offender case, custody or housing.

Section 4.25 Earned Time/Good Time.

The CONTRACTOR shall furnish specific information consistent with CCR Title 15 to the CDCR for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the CDCR.

Section 4.26 Sentence Computation.

The CONTRACTOR will furnish the CDCR with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CONTRACTOR will assist in providing documents as necessary to ensure compliance with CCR Title 15. The final decision with respect to sentence computation rests with CDCR. Sentence computation will be done by the CDCR. The CDCR will furnish adjusted release dates to the CONTRACTOR as necessary.

Section 4.27 Classification.

The CONTRACTOR will participate as required in all CDCR Offender classification matters and ensure compliance consistent with the applicable provisions of DOM and CCR Title 15. CONTRACTOR must adhere to all ACA, NCCHC, Court mandates and CDCR regulations concerning CDCR inmate placement into administrative segregation including, but not limited to, those specific guidelines applicable in the Coleman class action as applied to Coleman class members placed in administrative segregation. In the event of a conflict in application of the above, the CDCR Contract Monitor shall be consulted for appropriate action. Should CDCR find that it is in the best interest of CDCR to delegate some or all classification matters to CONTRACTOR and CDCR determines that CONTRACTOR staff are sufficiently trained, CDCR reserves the right to delegate some or all classification matters to CONTRACTOR.

Section 4.28 Facility Space for Hearings, Inspections, Audits, and Contract/Healthcare Monitors.

4.28.1 Adequate facilities for any hearings, inspections, audits, and related CDCR case management activities, including furniture, equipment, on-site clerical support, and security staff, shall be made available to CDCR employees or designated representatives.

4.28.2 Unless required more frequently by law, standard and/or corporate/local policy, the CONTRACTOR will complete documented formal inspections of the following areas, according to stipulated schedule:

Security	per shift
Sanitation	monthly
Fire/Safety	quarterly
Environmental Health	annually

Copy of the inspection reports, including QA reports and plans of correction will be submitted to the CDCR Contract Monitor, to include action taken to correct noted deficiencies to date. Plans of Correction will be updated monthly until action item(s) are resolved. Proof of practice may be requested by CDCR.

- 4.28.3 The Facility will complete audits in accordance with CCA policy and ACA standards. CDCR may also conduct audits, and a copy of any such audits shall be provided to CONTRACTOR. CDCR may make a request for a Plan of Correction from CONTRACTOR to be provided within 30 days.

Section 4.29 Public Information.

The CONTRACTOR will process all CDCR Offender publicity issues or requests for information consistent with the applicable provisions of DOM and Title 15. CONTRACTOR shall not be authorized to release publicity concerning CDCR Offenders. They shall not release personal histories or photographs of CDCR Offenders or information concerning their arrivals or departures, except as provided herein. All requests shall be forwarded to the CDCR Office of Communications (see Section 2.05). CONTRACTOR shall notify COCF of any known or anticipated significant media issues involving any inmates housed in CONTRACTOR's facilities.

Section 4.30 Inspections.

The CDCR and / or Receiver shall have the right to inspect and/or audit the Facility at its discretion with or without advance notice. CONTRACTOR reserves the right to deny access during off hours (defined as the period between 8PM and 8AM) to individuals not identified previously to them either in this contract or otherwise in writing. In such event, prior to denying authorization, CONTRACTOR shall first contact the CDCR Contract Monitor for direction and/or approval authority. CONTRACTOR reserves the right to request proper identification prior to admission in all cases.

Section 4.31 Offender Account Deductions (Restitution) Collection and Accounting.

CONTRACTOR shall be responsible for collecting restitution from the wages and account deposits of inmates who owe restitution, pursuant to Penal Code § 2085.5, as further detailed in CCR Title 15 Section 3097.

As of the date of this contract, that amount is 50%, plus 10% of the withholding for administrative fee, for a total of 55% of the inmate's wages and deposits.

By entering into this agreement, CONTRACTOR acknowledges that CONTRACTOR is responsible for satisfying CDCR's restitution obligations under such regulations as they currently exist and as they may be amended in the future.

CONTRACTOR shall collect restitution fines beginning with the oldest first. CONTRACTOR shall collect direct orders of restitution when notified by CDCR to activate the direct order, in which case it shall be collected upon as first priority, above any restitution fines, as expressed in penal code § 2085.5.

CONTRACTOR shall hold such funds in an interest-bearing account in trust for State for the purposes set forth in said statute and regulations, and shall not commingle such funds with CONTRACTOR's own funds or with any other funds. The CONTRACTOR shall also ensure that the restitution collections and administrative fees are not commingled and are submitted to the Department separately (by separate checks). Note – fines and direct orders may have the same case number but must be accounted for separately.

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CONTRACTOR shall at all times keep an accurate and up-to-date accounting of all such funds and restitution information and shall remit the inmate fund collections and associated inmate case information to CDCR as directed. By the 10th of each month following collections, CONTRACTOR shall forward the amount of restitution and administrative fees to Inmate Accounting Branch, P.O. Box 276088, Sacramento, CA 95827. The remittance shall include an itemized statement which includes the CDCR number, inmate name, case number, sentencing date, sentencing county, designation of fine or direct order, original fine/order amount, amount of restitution collected, date(s) of deductions, amount of administrative fees collected and balance still owing. The remittance must be subtotaled by restitution fines and direct order amounts. In addition, CONTRACTOR shall timely provide an accounting of all such funds to CDCR at any time upon request.

Any such restitution funds remaining in CONTRACTOR's possession at the end of the contract shall be remitted to the State for proper disposition pursuant to said Statute and regulations.

Upon mutual agreement or as deemed necessary by CDCR for the efficient management of inmate restitution the CONTRACTOR shall receive and transmit the restitution collection data through an electronic interface, Restitution, Accounting and Canteen System (RACS), with CDCR. The design, testing, and documentation of the CONTRACTOR's interface shall be subject to CDCR's approval and must be utilized and supported without additional cost to CDCR.

Section 4.32 Policy and/or Procedure Changes.

The CONTRACTOR will process all policy and procedural changes consistent with the applicable provisions of DOM and CCR Title 15. The Warden or designee shall be responsible for posting and distribution as necessary of CDCR regulatory or court mandated notices to inmates and shall substantiate such postings/distributions on the applicable CDCR form.

Section 4.33 Quality Assurance and Initial Security Audit.

The CONTRACTOR shall perform customary and usual Quality Control Audits of the facility and associated Corrective Plans of Action and provide those audits and Corrective Plans of Action to CDCR upon completion. CONTRACTOR agrees to include in those audits, such items for review (in addition to those reviewed in the previous audit,) such items shall be provided by to CDCR upon completion. CDCR shall be responsible for providing such reports and Plans of Correction to the Receiver and Special Masters upon request and shall advise CONTRACTOR when providing such reports.

~~CONTRACTOR will have routine physical plant maintenance schedule and review of the compliance with scheduled maintenance shall be a part of the QA process. Any significant issues will be reported to the contract monitor.~~

Section 4.34 Tobacco – Prohibitions

No CDCR offender will be allowed to use, possess, or purchase any tobacco products. Nor shall they be subject to second hand smoke from staff or offenders from other jurisdictions who may be housed in the Facility. However, consistent with CCR Title 15, the use of tobacco products may be approved by CDCR for use in the CONTRACTOR'S facilities for inmate religious ceremonies.

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Section 4.35 Lockdown/Modified Program

CONTRACTOR must report any lockdowns or modification of program for the CDCR inmate populations, including compilation of CDCR documentation, in accordance with CCR Title 15. CONTRACTOR must submit a written unlock plan utilizing approved forms for approval by Contract Monitor prior to resuming normal or modified program.

CONTRACTOR shall not unduly delay return to normal program for any population that is placed on lockdown or modified program.

Section 4.36 Research.

No research on CDCR offenders shall be conducted without prior written CDCR approval. CONTRACTOR shall comply with CDCR research requests regarding CDCR offenders to the extent such requests do not result in increased costs to CONTRACTOR or cause staff to deviate from primary duties.

Article V**FACILITY EMPLOYEES****Section 5.01 Independent Contractor.**

The CONTRACTOR and its employees are associated with CDCR only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services set out herein, the CONTRACTOR is and shall be an independent CONTRACTOR and, subject to the terms of this Agreement, shall have the sole right to manage the operations of the Facility. The CONTRACTOR shall perform its duties hereunder as an independent CONTRACTOR and not as an employee. Neither the Facility nor any agent or employee of the CONTRACTOR has the authority, actual or implied, to bind, incur liability, or act on behalf of CDCR or the State. Neither the CONTRACTOR nor any agent or employee of the CONTRACTOR shall accrue leave, retirement, insurance, bonding or any other benefit afforded to the employees of California as a result of this Agreement.

Section 5.02 Personnel.

~~Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with CONTRACTOR operating requirements. All personnel hired shall be subject to background checks to include both Federal and State criminal records checks and a Federal criminal search based on social security number and residence to include a records search based on any discovered undisclosed addresses, as well as an assets control search. All background checks shall be completed prior to CDCR Offender contact. Such policies and procedures, including a position description that clearly states the experience and skill requirements of the position, shall be provided for all facility management positions. CDCR shall be notified in the event of a vacancy in a management position affecting CDCR populations.~~

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CONTRACTOR shall take under advisement legitimate CDCR requests that specific staff, contractors or volunteers not be allowed to work with or in proximity of CDCR Offenders. CONTRACTOR shall make all efforts to reasonably comply with such requests.

CONTRACTOR shall require all employees and applicants to document current relationships with CDCR inmates and/or parolees. Additionally, it is required that CONTRACTOR requires employees to report any newly developed relationships with CDCR inmates and/or parolees as the relationships arise. CONTRACTOR shall require all employees and applicants to report any negative law enforcement contact. CONTRACTOR shall provide CDCR Contract Monitor all such documents and reports.

Section 5.03 Training.

All personnel shall be trained in accordance with CONTRACTOR personnel policies and procedures. CDCR will provide, at least annually, training regarding their policies and procedures and Security Threat Groups to CONTRACTOR'S personnel at a mutually agreed upon site, as CDCR or CONTRACTOR may request. CONTRACTOR shall be responsible for all expenses associated with the transporting of CONTRACTOR'S employees to that site for training and for CDCR staff as mutually agreed upon.

CONTRACTOR agrees to run simulated drills (i.e. alarm response drills, man-down drills, Special Operations Response Team training, escape pursuit and staff accountability drills) as needed to ensure the safe operation of the facilities. CONTRACTOR will report to CDCR Contract Monitor or designee through mutually agreed upon procedure to track these drills.

Section 5.04 Worker's Compensation.

CONTRACTOR hereby represents and warrants that CONTRACTOR is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at CONTRACTOR's expenses, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this agreement and before performing any work, CONTRACTOR shall furnish to the State evidence of valid workers' compensation coverage. CONTRACTOR agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, CONTRACTOR agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the CONTRACTOR's evidence of coverage. In the event the CONTRACTOR fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

CONTRACTOR also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of CONTRACTOR's workers' compensation claims and losses by CONTRACTOR's officers, agents and employees related to the performance of this agreement.

CDCR Offenders are not the CONTRACTOR's officers, agents or employees.

Section 5.05 CDCR Non-Liability for Injuries Caused by Inmates.

Neither the State nor any State employee will be liable to the CONTRACTOR or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the CONTRACTOR any statement(s) known to State staff made by any inmate or parolee which indicate violence that may result in any specific situation, and the same responsibility will be shared by the CONTRACTOR in disclosing such statement(s) to the State.

Article VI**COMPENSATION AND ADJUSTMENTS****Section 6.01 Compensable Offenders.**

The terms of this Agreement apply only to CDCR Offenders. Nothing in this Agreement shall be construed to impose upon the CDCR any financial or other obligations for any non-CDCR Offender housed in the Facility. The CONTRACTOR's costs of operations including start-up expenses, legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a CDCR Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the compensation set forth herein.

Section 6.02 Payment.

- 6.02.1 CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Tallahatchie County Correctional Facility. CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$67.34 at La Palma Correctional Center, and Red Rock Correctional Center. CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$61.00 for all CDCR Offenders housed at North Fork Correctional Facility.
- 6.02.2 Reimbursable Expenses as set forth in Sections 3.03, 3.04 and 4.05.1 of this Agreement or such other sections as may set forth a CDCR cost reimbursement obligation.
- 6.02.3 Nothing herein shall prevent the CONTRACTOR from seeking a per diem increase in the second year of this contract (Fiscal Year 2013) or during any renewal year. Such per diem increase shall be subject to legislative appropriation.

Section 6.03 Change in Governing Standards.

If, during the course of this Agreement, changes are made to any governing policies, procedures, protocols or other governing standards referenced herein and CDCR requests that the CONTRACTOR make revisions to its operations to comply with said change, CONTRACTOR shall be given the opportunity to review the impact of the requested change with respect to cost and operational practices prior to implementing the change. Unless such compliance is required by statute or court order, CONTRACTOR shall not be required to make changes during the contract term that increase its costs or impact its operational practices unless the parties negotiate in good faith a modification to this Agreement for CDCR to provide adequate reimbursement or other compensation to the CONTRACTOR for such

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increased cost and/or to define the agreed implementation plan with corresponding timeline for those changes impacting operational practices.

Provided further, the parties recognize that they have entered into this Agreement based upon currently existing operating requirements. Should a change in any of these requirements occur which necessitates a change in the scope of services and/or necessitates additional services so as to increase or decrease the cost of operating or performing other services as contemplated by this Agreement, either party may present documentation to support an increase or decrease to the per diem rate. Thereafter, the parties will use their best efforts to arrive at a mutually accepted increase or decrease in the per diem rate. Specifically it is understood that CDCR may require additional medical and healthcare staffing above that as shown in the staffing information provided by CONTRACTOR (Said staffing information is attached hereto as Attachment A, and is incorporated into this agreement by reference and specifically made a part hereof). In said event CDCR agrees to bear the actual cost incurred by CONTRACTOR in providing those additional medical and healthcare services.

Section 6.04 Billings.

CONTRACTOR will submit detailed invoices for payment of the compensation payable by CDCR to CONTRACTOR pursuant to the terms of Section 6.02, above, with supporting documentation to CDCR, in arrears on a monthly basis within five business days of month end, though the failure to do so shall not negate the obligation of CDCR to pay such invoice. CDCR will make payment within 45 days of receipt of the invoice.

Section 6.05 Taxes/Utilities.

CONTRACTOR shall pay all local, state, federal taxes and all utilities charged, incurred, or imposed with respect to the Facility.

Article VII

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Indemnification.

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting there from) to all persons, whether employees of the CONTRACTOR or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of the CONTRACTOR (including its officers, directors, employees, subcontractors, or agents) in performance of the duties of this Agreement. If any claims for such damage or injury (including death resulting there from) be made or asserted, whether or not such claims are based upon the CONTRACTOR'S (including its officers, directors, employees, subcontractors, or agents) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the CONTRACTOR agrees to indemnify, defend and hold harmless, the State and CDCR, their officers, agents, servants and employees, and the Receiver appointed in the Federal case of Plata v. Schwarzenegger, from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, that the State and CDCR, their officers, agents, servants or employees may

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directly or indirectly sustain, suffer, or incur as a result, and the CONTRACTOR agrees to and does hereby assume, on behalf of the State and CDCR, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, CDCR or their contractors (if any), their officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State and CDCR, their officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, their officers, agents, servants or employees in any such action.

Notwithstanding any provision herein to the contrary, the CONTRACTOR's responsibility and liability under this Section 7.01 does not include any responsibility or liability for CDCR Offender workers compensation claims.

As part of the CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, the CONTRACTOR further agrees to hold harmless, defend and indemnify the State and CDCR for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State, CDCR or the CONTRACTOR as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any CONTRACTOR or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the CONTRACTOR. The CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and indemnify the State and CDCR for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the CONTRACTOR, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the CONTRACTOR on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

Section 7.02 Legal Proceedings.

The CONTRACTOR shall not be responsible for defending any post conviction action, including appeals and writs of habeas corpus by any offender challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.03 Insurance.

The CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. The CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten

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million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of California and its respective agencies shall be included as additional insureds under the policy of general liability insurance coverage issued to the CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insureds. Vehicle liability coverage for all vehicles used by the CONTRACTOR shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

The CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by law for all employees of the CONTRACTOR.

The CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the CONTRACTOR under this Contract and for which the CONTRACTOR may be liable to the State or CDCR under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

All insurance coverage shall be obtained by the CONTRACTOR through an insurance agent licensed in the state where the Facility is located and such coverage shall be provided by an insurance company licensed to issue such coverage in such state. No "self-insurance" coverage shall be acceptable unless the CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the state where the Facility is located, or is an insured member of a self-insurance group that is licensed to self-insure in such state. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State and CDCR.

All insurance coverage required to be obtained by the CONTRACTOR shall continue in full force and effect during the term of the Contract and any extension thereof. Proof of insurance policies must be delivered prior to the date on which the services of the CONTRACTOR shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in the state where the Facility is located and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The CONTRACTOR may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the CONTRACTOR, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

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The CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum the CONTRACTOR may wish to purchase for its own benefit.

As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

Section 7.04 Certificate of Insurance and Cancellation.

During the performance of the management services hereunder, the CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to CDCR for the mutual protection and benefit of it and CDCR, naming CDCR as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the CONTRACTOR'S operation and management services hereunder, whether same be by the CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CDCR shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to CDCR within fifteen (15) days of receipt by CONTRACTOR.

Section 7.05 Defense/Immunity.

By entering into the Contract, neither the State, CDCR nor the CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the CONTRACTOR may not assert the defense of sovereign immunity.

Section 7.06 Notice of Claims.

Within ten (10) business days after receipt by CDCR, or of any agent, employee or officer of CDCR, of a summons in any action, or within ten (10) business days of receipt by CDCR, or of any agent, employee or officer thereof, of notice of claim, CDCR, or any agent, employee or officer, shall notify the CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that the CONTRACTOR'S defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in the CONTRACTOR'S refusal to indemnify CDCR or any agent, employee or officer, but only if such failure to notify results in a prejudice to the CONTRACTOR, CDCR or any agent, employee or officer. The CONTRACTOR will provide CDCR similar notice of claims.

Section 7.07 Prior Occurrences.

The CONTRACTOR shall not be responsible for any losses or costs resulting from offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

Section 7.08 Waiver.

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 7.09 Risk of Physical Damage to Facility.

The risks and costs of physical damage to the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per offender day as provided in Article VI. This does not preclude CONTRACTOR from taking action against an offender who causes such damages.

Article VIII.**DEFAULT AND TERMINATION****Section 8.01 CDCR Default.**

Each of the following shall constitute an Event of Default on the part of the CDCR:

8.01.1 Failure to pay any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due, provided such failure to pay shall not constitute an Event of Default if CDCR has withheld any payment to CONTRACTOR pursuant to statutory authority.

8.01.2 Failure by CDCR to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the CONTRACTOR.

Section 8.02 CONTRACTOR Default.

Each of the following shall constitute an Event of Default on the part of the CONTRACTOR:

8.02.1 The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by CONTRACTOR hereunder, which such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.

8.02.2 The failure of CONTRACTOR to meet or comply with any applicable federal or state requirement or law, which such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor.

8.02.3 The failure of CONTRACTOR to comply with any applicable CDCR policy for which CONTRACTOR has not received a prior written waiver from CDCR, when

such failure continues for a period of thirty (30) days after CONTRACTOR has received a written notice of deficiency from the Contract Monitor. Provided however, the Contract Monitor shall not unilaterally provide written notices of deficiency regarding any areas where there is a conflict between Governing Standards, pursuant to Section 9.27 and until the CONTRACTOR and CDCR have had an opportunity to mutually agree upon the appropriate Governing Standard pursuant to Section 9.27.

- 8.02.4 If CONTRACTOR (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within sixty (60) days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.
- 8.02.5 The discovery by CDCR that any statement, representation or warranty in this Agreement on the part of CONTRACTOR is false, misleading, or erroneous in any material respect.

Section 8.03 Notice of Breach.

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Agreement pursuant to Section 2.03 of this Agreement.

Section 8.04 Time to Cure.

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Section 8.05 Remedy for Default.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to reducing its claim to judgment, including seeking an award of attorneys fees and costs, taking action to cure the Event of Default, and termination of the Contract.

Section 8.06 Waiver.

No waiver of any breach of any terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 8.07 Termination for Immediate Threat

The requirement of written notice and opportunity to cure as provided in Sections 8.02, 8.03 and 8.04 will not apply if the CDCR, in its sole discretion, determines that a CONTRACTOR default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees or offenders. In such event the parties shall mutually cooperate for an immediate return of CDCR offenders consistent with the availability of transportation and housing.

Section 8.08 Force Majeure

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Article IX**MISCELLANEOUS****Section 9.01 Integration.**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

Section 9.02 Disputes Contract or Billing Disputes

As a condition precedent to CONTRACTOR's right to institute and pursue litigation or other legally available dispute resolution process, if any, CONTRACTOR agrees that all disputes and/or claims of CONTRACTOR arising under or related to the Agreement shall be resolved pursuant to the following processes. CONTRACTOR's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, CONTRACTOR agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. CONTRACTOR's failure to diligently proceed shall constitute a material breach of the Agreement.

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The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

Unless provided otherwise at the time of payment, the acceptance by CONTRACTOR of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to CONTRACTOR for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

CONTRACTOR and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). CONTRACTOR shall identify the issues and the relief sought.

The program or institution contract liaison shall issue an informal written statement to CONTRACTOR regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to CONTRACTOR of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to CONTRACTOR's satisfaction by the informal appeal process, CONTRACTOR may file with the Associate Director, Procurement and Contracts Branch (PCB), OBS, a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Associate Director
Procurement and Contracts Branch
Office of Business Services
California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, California 94283-0001

CONTRACTOR shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for CONTRACTOR's claim or dispute, and CONTRACTOR's legal, technical and/or other authority upon which CONTRACTOR bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement

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adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If CONTRACTOR is a corporation, the written certification shall be signed by an officer thereof. If CONTRACTOR is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If CONTRACTOR is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, PCB, OBS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

- d. Further Resolution - If the dispute is not resolved by the formal appeal process to CONTRACTOR's satisfaction, or CONTRACTOR has not received a written decision from the Associate Director, PCB, OBS, after thirty (30) calendar days, or other mutually agreed extension, CONTRACTOR may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

Section 9.03 Computer Software Management Memo.

CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Section 9.04 Accounting Principles – No Dual Compensation

The CONTRACTOR will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a CONTRACTOR cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Section 9.05 Subcontractor/Consultant Information

CONTRACTOR is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the CONTRACTOR shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

Section 9.06 Employment of Ex-Offenders

CONTRACTOR cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation;
- b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

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- c. Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the CONTRACTOR subject to the following limitations:

- a. CONTRACTOR shall obtain the prior written approval to employ any such ex-offender from the Out-of-State Administration Unit; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

Section 9.07 Electronic Waste Recycling

The CONTRACTOR certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. CONTRACTOR shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

Section 9.08 Excise Tax

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Section 9.09 Licenses and Permits

The CONTRACTOR shall be an individual or firm licensed to do business in the state in which the facility is located and shall obtain at CONTRACTOR's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, CONTRACTOR agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the CONTRACTOR fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Section 9.10 Conflict of Interest

The CONTRACTOR and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an agreement in which he or she is engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

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making process relevant to the agreement while employed in any capacity by any state agency.

- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the CONTRACTOR shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The CONTRACTOR shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the CONTRACTOR shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the CONTRACTOR, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the CONTRACTOR or by the CONTRACTOR's owners, officers, principals, directors and/or shareholders.

The CONTRACTOR shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The CONTRACTOR shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the CONTRACTOR's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the CONTRACTOR's business status or structure that could affect the performance of the CONTRACTOR's duties under the Agreement.

If the CONTRACTOR violates any provision of the above paragraphs, such action by the CONTRACTOR shall render this Agreement void at the option of CDCR.

Section 9.11 CONTRACTOR Employee Misconduct.

During the performance of this Agreement, it shall be the responsibility of the CONTRACTOR whenever there is an allegation of employee misconduct associated with and directly impacting inmate and/or

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parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the CONTRACTOR has taken such remedial action, in the event of employee misconduct with inmates and/or parolees, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the CONTRACTOR, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the CONTRACTOR to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement. Nothing contained in this paragraph shall be deemed to constitute a waiver of any attorney/client privilege or of the work product doctrine privilege.

The CONTRACTOR shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the CONTRACTOR shall report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the CONTRACTOR's facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided the CONTRACTOR has evidence-based, reasonable suspicion of the crime or offense.

Section 9.12 Equal Employment Opportunity.

CONTRACTOR agrees to comply with all Equal Employment Opportunity laws applicable to the operation of the facility in State.

Section 9.13 Binding Nature

Upon its execution by both parties, this Agreement shall be binding on the parties.

Section 9.14 Invalidity and Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

Section 9.15 Jurisdiction and Venue.

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

Section 9.16 Subcontracting and Assignment.

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Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the CDCR and any subcontractors, and no subcontract shall relieve the CONTRACTOR of CONTRACTOR'S responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to CDCR for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its subcontractors is an independent obligation from the CDCR'S obligation to make payments to the CONTRACTOR. As a result, the CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Section 9.17 California General Terms and Conditions – Incorporation by Reference.

By reference, all of the State of California's General Terms and Conditions posted on the California Department of General Services' internet address at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> are incorporated herein.

Section 9.18 Notices.

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

All notices will be sent to:

CDCR: Notice information to be provided prior to occupancy.

CONTRACTOR: Notice information to be provided prior to occupancy.

Section 9.19 Confidentiality of Records.

CDCR and CONTRACTOR agree that all inmate records and inmate/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

CONTRACTOR by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations 9cfr), Title 45, Sections 164.501 et seq.); the California Government Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Section 9.20 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations.

Unless otherwise provided, and when appropriate, CONTRACTOR agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR and the CONTRACTOR.

Section 9.21 Reporting.

CONTRACTOR shall submit to the CDCR Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in the CONTRACTOR's duties and obligations, regarding the performance of the Agreement. Such written analysis shall be in accordance with the procedures developed and prescribed by the CDCR. The preparation of reports in a timely manner shall be the responsibility of the CONTRACTOR and failure to comply may result in delay of payment of funds. Required reports shall be submitted to the CDCR not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.22 Records.

Unless otherwise provided: CONTRACTOR shall compile and maintain a complete file of each CDCR Offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this Agreement, including medical, counseling, classification and disciplinary documents, in individual files. Further, the CONTRACTOR shall permit the CDCR or its designated representative to audit, inspect, and copy such files and records during the term of this Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement. Such files and records will be deemed to be the property of the CDCR and shall be available for inspection by the CDCR and shall be returned to the CDCR upon discharge of a CDCR Offender from Facility. The CONTRACTOR may keep copies of said documents as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CDCR. No files or records in which a CDCR Offender is individually identifiable by name, shall be released to any third party without express, advance authorization of CDCR, except in medical emergencies:

9.22.1 The CONTRACTOR shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Agreement. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which an Agreement payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Facility records. The CDCR's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which the CONTRACTOR sought reimbursement under this Agreement.

9.22.2 All such records, documents, communications and other materials shall be the property of CDCR and shall be maintained by the CONTRACTOR, in a central location with a designated custodian, on behalf of CDCR, for a period of three (3) years from the final payment of this Agreement, or until an audit had been completed with the following

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

qualification: If an audit by or on behalf of the federal government had begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit finding.

- 9.22.3 CONTRACTOR shall permit the CDCR to audit and/or inspect its records during the term of this Agreement and for a period of three (3) years following the termination of the Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement.

Section 9.23 No Third Party Benefit Except As Provided.

This Agreement shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement and the Receiver as provided in Section 4.05.6. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any CDCR Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. CDCR Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

Section 9.24 Survival of Certain Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the CDCR as provided herein in the event of such failure to perform or comply by CONTRACTOR.

Section 9.25 Counterparts/Facsimile Signature.

This agreement may be executed in counterparts. The parties shall exchange their executed counterpart to each other, both by first class mail. The parties may treat a facsimile signature as a valid signature and when both parties have executed this agreement, they may transmit their signature on the contract to the other, and when mutually exchanged by facsimile, this agreement may be deemed fully executed.

Section 9.26 Amendment.

This Agreement shall not be altered, changed or amended except by mutual consent of the parties in writing.

Section 9.27 Governing Standards.

In the event of a conflict between any of the governing standards, rules, regulations, policies or procedures referenced herein, including, but not limited to ACA, NCCHC, Title 15, CONTRACTOR policy and procedure, CDCR DOM, and CDCR rules, regulations and policies, then the CONTRACTOR and CDCR shall mutually agree upon the standard, rule, regulation, policy or procedure to be followed. If the CDCR Contract Monitor and Facility Warden are unable to reach agreement within three (3) days, the conflict shall be resolved by the CONTRACTOR Chief Corrections Officer and CDCR Health Care Officer. The parties shall make a good faith effort to resolve the conflict and neither party shall unreasonably withhold their approval. In resolving the conflict, the parties shall take into account facility

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

issues such as security and uniformity of polices as well as specific needs of CDCR offender management. This provision shall not apply if compliance with a standard, rule, policy or procedure is required by court order.


Section 9.28 ADA.

CONTRACTOR agrees that by signing this Agreement, it is assuring CDCR that it complies with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq, as applicable, which prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the ADA.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement on the date first written above.

CDCR

Scott Kernan,
Undersecretary, California Department of Corrections and Rehabilitation
1515 S Street, Suite 502 S
Sacramento, CA 95814



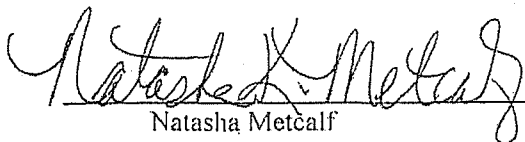
Scott Kernan

11-4-10

Date

CONTRACTOR

Natasha Metcalf
Corrections Corporation of America
Vice President, Partnership Development
10 Burton Hills Blvd.
Nashville, TN 37215



Natasha Metcalf

11/4/10

Date

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

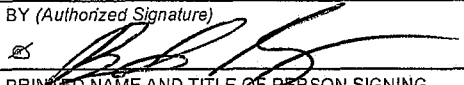
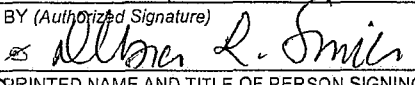
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER C07.247	AMENDMENT NUMBER 2
REGISTRATION NUMBER 1046444	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
 CONTRACTOR'S NAME
Corrections Corporation of America
- The term of this Agreement is January 7, 2008 through June 30, 2011
- The maximum amount of this Agreement after this amendment is: \$682,216,350.00
Six Hundred Eighty-Two Million, Two Hundred Sixteen Thousand, Three Hundred Fifty Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - The amount of this Agreement is increased by \$49,409,537.00 for a total contract amount not to exceed \$682,216,350.00.
 - Exhibit A of the Agreement is revised to add the language in Exhibit A.2.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Corrections Corporation of America</u>		Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>12/15/2009</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Brad Regens, Vice President, State Customer Relations</u>		I hereby certify that all conditions for exemption have been complied with and that this contract is exempt from the Department of General Services (DGS) Approval.	
ADDRESS <u>10 Burton Hills Blvd. Nashville, TN 37215</u>	PHONE NUMBER <u>615-263-3246</u>		
STATE OF CALIFORNIA			
AGENCY NAME <u>California Department of Corrections and Rehabilitation</u>		By: <u>Oliver R. Smits</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>12/23/09</u>	Date: <u>12/23/09</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Tiffany Donohue, Chief, Service Contracts Section</u>		<input type="checkbox"/> Exempt per:	
ADDRESS <u>10000 Goethe Road, Suite C1, Sacramento, CA 95827</u>			

SECOND AMENDMENT TO CONTRACT DATED JANUARY 7, 2008, BY AND BETWEEN CORRECTIONS CORPORATION OF AMERICA AND THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

This Second Amendment is entered into this 29th day of October, 2009, by and between, the State of California Department of Corrections and Rehabilitation (hereinafter "State" or "CDCR") and Corrections Corporation of America, 10 Burton Hills Boulevard, Nashville, Tennessee, 37215 (hereinafter "Contractor" or "CCA") and in recognition of the following:

WHEREAS, the parties hereto have previously entered into a contract, dated January 7, 2008, wherein CCA has agreed to house, guard and provide all necessary care for certain Offenders currently under the care and custody of CDCR, at CCA facilities outside California; and

WHEREAS, certain matters not contemplated by the parties at the time of first contracting have arisen, and the parties wish to express their agreement of those matters herein:

NOW THEREFORE, the parties do enter into and make this SECOND AMENDMENT to their prior contract and agree as follows:

1. The parties acknowledge that the document entitled "*FIRST AMENDMENT TO CONTRACT DATED OCTOBER 2, 2007 BY AND BETWEEN CORRECTIONS CORPORATION OF AMERICA AND THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION*," executed by Scott Kernan on January 8, 2008, is being clarified as a First Amendment to Contract C07.247, executed on January 7, 2008. Both parties agree that the execution date of Amendment One was January 8, 2008.
2. All prior versions of Attachment A are superseded by the Attachment A (Offender Phase-In Schedule October 2009) that is attached to this Second Amendment and incorporated hereby. Pursuant to paragraph 10 of this Second Amendment, both parties anticipate future modifications to Attachment A. The most current version of Attachment A will be incorporated to this Second Amendment, and will supersede any prior versions of Attachment A, on the date that the modification(s) to Attachment A are agreed to by both parties.
3. The definition of a "Court with jurisdiction" is any court which has jurisdiction over the transfer of offenders pursuant to this agreement; including but not limited to, the courts in *Coleman v. Schwarzenegger* (U.S. District Court, Eastern District of California, Case No. CIV S-90-0520), *Perez v. Cate* (U.S. District Court, Northern District of California, Case No. C055241 JSW), *Armstrong v. Schwarzenegger* (U.S. District Court, Northern District of California, Case No.

C94-2397 CW), and *Plata v. Schwarzenegger* (U.S. District Court, Northern District of California, Case No. C01-1351 TEH).

4. The definition of Facility is hereby amended to mean "the correctional institutions operated by the Contractor in the states of Arizona, Mississippi and Oklahoma, known as the Florence Correctional Center, La Palma Correctional Center, Tallahatchie County Correctional Facility, North Fork Correctional Facility, and Red Rock Correctional Center and any other Contractor facilities added by mutual agreement pursuant to Section 3.01."
5. Each occurrence of the term "CDCR Eloy Facility" is deleted and replaced with "La Palma Correctional Center."
6. Each reference to the West Tennessee Detention Facility is deleted.
7. To Article II, Section 2.05, the following CDCR contact information is amended, as follows:

Contract Monitor:
Melissa Lea
Chief Deputy Warden, COCF

Yulanda Myhnier
Deputy Director, Field Support Division
California Prison Health Care Services
660 J Street, Suite 400
Sacramento, CA 95814
(916) 327-0776

Douglas Peterson
Chief Medical Officer
501 J Street
Sacramento, CA 95814
(916) 324-6833

Karen Rea
Statewide Chief Nurse Executive
California Prison Health Care Services
(916) 323-1097

8. To Article II, Section 2.05, delete the Facility Contact information for the West Tennessee Detention Facility and the CDCR Eloy Facility and insert the following Facility Contact information:

La Palma Correctional Center
5501 North La Palma Road
Eloy, AZ 85231

(520)-464-3200
Warden James Schomig

9. To Article II, Section 2.05, the following CCA contact information is being amended:

Florence Correctional Center
Warden James MacDonald

Red Rock Correctional Center
Warden Bruno Stolz

10. Article III, Section 3.01, Paragraph 2 is hereby amended to read: "Provided however, nothing herein shall prevent the Contractor and CDCR from mutually agreeing to modify the Offender Phase-In Schedule, Attachment A, to reallocate beds among the Facilities, adjust monthly transfer numbers, add additional Contractor facilities, and increase or decrease the total number of contracted beds as necessary to meet CDCR needs and ensure a safe and secure ramp up and/or conversion of the Facilities."
11. Article III, Section 3.01, Paragraph 3 is hereby deleted and Paragraph 5 is hereby amended to read: "With respect to the new beds being allocated under this Amendment at the North Fork Correctional Facility and Red Rock Correctional Center, and with respect to the additional beds being activated at the Florence Correctional Center due to the conversion of the inmate population at that facility, CDCR shall have 120 days from the date an Offender is placed in a housing unit to ramp up the unit. After that time, CDCR shall be required to make a minimum payment equal to the greater of (a) the actual occupancy, or (b) 90% of the capacity of the housing unit being occupied. Provided however, 120 days after CDCR has begun occupancy of the last housing unit allocated to CDCR at the Facility under this Amendment, CDCR's minimum payment shall be based on the greater of (a) the actual occupancy, or (b) 90% of the beds being allocated to CDCR under this Amendment at the Facility according to Attachment A.

With respect to the beds currently occupied by CDCR at the Florence Correctional Center, North Fork Correctional Facility, Red Rock Correctional Center, La Palma Correctional Center and Tallahatchie County Correctional Facility as reflected by the line entitled "CDCR Beds Activated 9/17/09" on Attachment A, CDCR's minimum payment shall be based on the greater of (a) the actual occupancy, or (b) 90% of the capacity available to CDCR at the Facility according to the line entitled "CDCR Beds Activated 9/17/09" on Attachment A; provided, however, for the purpose of calculating 90% of capacity for the Florence Correctional Center, the "CDCR Beds Activated 9/17/09" line shall decrease consistent with the conversion of the inmate population at Florence Correctional Center reflected on Attachment A..

If CDCR is unable to attain 90% occupancy of housing units within the specified timeframes because the Receiver or a Court with Jurisdiction has notified CDCR in writing or has provided other official notification that Offender transfers under this Agreement are being suspended, CDCR shall be relieved of making a payment for more than the actual occupancy until such time as the Receiver or Court with Jurisdiction allows sufficient transfers for CDCR to attain 90% occupancy.”

12. Article III, Section 3.01, Paragraph 7 is hereby deleted in its entirety.
13. Article III, Section 3.03, Paragraph 2 is added to read as follows: “CCA shall be responsible for cost of transporting CDCR offenders among the CCA Arizona facilities as necessary to convert Red Rock Correctional Center to a general population facility with 1,536 CDCR beds; to convert Compound 3 at La Palma Correctional Center to 1,020 SNY beds; to transfer 360 SNY offenders from Red Rock Correctional Center and 660 SNY offenders from Florence Correctional Center to Compound 3 at La Palma Correctional Center.”
14. Article IV, Section 4.07, is hereby amended to add the following:

4.07.9 CDCR shall be responsible for payment of any benefits for CDCR offender workers compensation claims as required by California law, including, but not limited to California Labor Code section 3370 (a). CCA shall not be responsible for the payment of any workers compensation benefits to CDCR offenders.
15. Article V, Section 5.04, is hereby amended to add the following:

CDCR offenders are not the Contractor’s officers, agents or employees.
16. Article VI, Section 6.02.1 and Section 6.02.1 of Exhibit B-1 are hereby amended to read: “Through June 30, 2011 CDCR shall pay directly to Contractor a per Offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Florence Correctional Center, Tallahatchie County Correctional Facility, Red Rock Correctional Center and the North Fork Correctional Center; provided, however, after approximately 120 net new CDCR Offenders are transferred to the North Fork Correctional Center pursuant to this Amendment, CDCR shall pay directly to Contractor a per diem of \$61.00 for all CDCR Offenders housed at the North Fork Correctional Center.”
17. Article VII, Section 7.01, is hereby amended to add the following as the second paragraph:

Notwithstanding any provision herein to the contrary, the Contractor’s responsibility and liability under this Section 7.01 does not include any responsibility or liability for CDCR offender workers compensation claims.

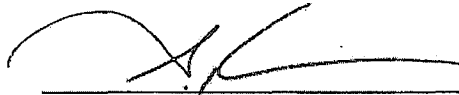
18. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

19. This Second Amendment may be executed in the manner as set forth in Section 9.26 of the Agreement to which this Second Amendment applies.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Second Amendment to be effective on the date first written above.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

Scott Kernan
Operations Undersecretary
California Department of Corrections and Rehabilitation
1515 S Street, Suite 344 N
Sacramento, CA 95814



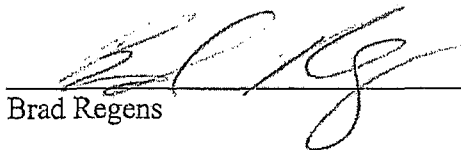
Scott Kernan

Date

10-29-09

CONTRACTOR

Brad Regens
Corrections Corporation of America
Vice President, State Customer Relations
10 Burton Hills Blvd.
Nashville, TN 37215



Brad Regens

Date

10/29/09

California Out-of-State Correctional Facility California Department of Corrections and Rehabilitation Combination Activation / Conversion Offender Phase In Schedule

AGREEMENT C07.247
Exhibit A.2

CORRECTIONS CORPORATION OF AMERICA
California Department of Corrections and Rehabilitation
Scope of Work

Date	FCC			RRCC			LPCC			NFCF			TCCF			Cumulative Beds Activated	Beds Activated By Month	Total Movement from CA					
	Intake FCC (SNY)	Converts Out FCC (SNY)	FCC CDCR Returns	Intake RRCC (GP)	Converts out RRCC (SNY)	RRCC CDCR Returns	Intake LPCC (SNY)	Converts out LPCC (SNY)	LPCC CDCR Returns	Intake LPCC (GP)	Converts Out LPCC (GP)	LPCC CDCR Returns	Intake NFCF (GP)	Converts out NFCF (GP)	NFCF CDCR Returns				Intake TCCF (GP)	Converts out TCCF (GP)	TCCF CDCR Returns	CDCR Returns Requiring Inmate	
Beds Available	880		3.0%	1536		3.0%	1020		3.0%	2040		3.0%	2400		3.0%	2592		3.0%					
CDCR Beds Activated 8/17/09	960			360			0		0	3060			1080			2592			8052				
CDCR Paps 10/28/09	955			356			0			3007			1040			2559			7917				
Nov-09	5		29	4		11			0	53			92		20	32		30	78	241	8029	353	
Dec-09			29			11			0				92		20	32		3	78	242	8052	265	
CDCR Projected Paps 12/31/09	960			360			0			3060			1080			2592			482	8052		617	
Jan-10			29			11			0	120		-120	92		120	36			78	245	8052	120	365
Feb-10			29			11			0				92		120	36			78	245	8172	120	365
Mar-10			29			11			0				92		240	47			78	256	8412	240	496
Apr-10			29	360	-360	11	360		11			-360	81		240	54			78	263	8652	240	503
May-10		-330	19	330		21	330		21			-330	71		240	61			78	270	8892	240	510
Jun-10		-330	9	330		31	330		31			-330	61		240	66			78	278	9132	240	518
Jul-10	161		14			31			31				61		73	71			78	285	9366	234	519
Aug-10	240		21			31			31				61			71			78	292	9606	240	532
Sep-10	114		24			31			31				61		47	72			78	297	9767	161	458
Oct-10			24	200		37			31				61			72			78	303	9967	200	503
Nov-10	65		26	114		40			31				61			72			78	308	10146	179	487
Dec-10			25	138		44			31				61			72			78	312	10284	138	450
Jan-11			26	64		46			31				61			72			78	314	10348	64	378
Feb-11			26			46			31				61			72			78	314	10348	0	314
Total Activations:		880		1536			3060			2400			2400			2592			3981		10468		6397
90%:		792		1382			2764			2160			2160			2333					9421		
		FCC (SNY)			RRCC (Conversion to GP)			LPCC (SNY)			LPCC (GP)			NFCF (GP)			TCCF (GP)			Totals	Current Activation		
Jan-10	960			360			0		3060				1200			2592			8172	SNY	GP	Total	
Feb-10	960			360			0		3060				1320			2592			8292	1320	6732	8052	
Mar-10	960			360			0		3060				1560			2592			8532	Proposed Activation			
Apr-10	960			360			360		2700				1800			2592			8772	SNY	GP	Total	
May-10	630			690			690		2370				2040			2592			9012	1900	8568	10468	
Jun-10	300			1020			1020		2040				2280			2592			9252	Current Activation			
Jul-10	461			1020			1020		2040				2353			2592			9486	8052			
Aug-10	701			1020			1020		2040				2353			2592			9726	Proposed count after Activation/Conversion			
Sep-10	815			1020			1020		2040				2400			2592			9887	10468			
Oct-10	815			1220			1020		2040				2400			2592			10007	90% of Proposed count after Activation/Conversion			
Nov-10	880			1334			1020		2040				2400			2592			10266	10468			
Dec-10	880			1472			1020		2040				2400			2592			10404	10468			
Jan-11	880			1536			1020		2040				2400			2592			10468	5421			
Feb-11	880			1536			1020		2040				2400			2592			10468	5421			

** Schedule adjustment -

- * Review of return rate has been adjusted to reflect the change of return rate over the last four (4) months to a higher return rate of 3.0% of population monthly.
- * Schedule pushed back to begin January 2010
- * Changes show an increase of 100 beds.
- * Return rate may be impacted by CDCR's new inmate credit earning program.

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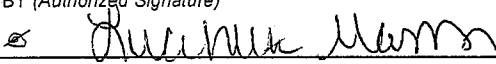
AGREEMENT NUMBER C07.247	AMENDMENT NUMBER 1
REGISTRATION NUMBER	
52100108282560	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
CONTRACTOR'S NAME
Corrections Corporation of America
- The term of this Agreement is January 7, 2008 through June 30, 2011
- The maximum amount of this Agreement after this amendment is: \$632,806,812.00
Six Hundred Thirty-Two Million, Eight Hundred Six Thousand, Eight Hundred Twelve Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit A of the Agreement is revised to add the language in Exhibit A.1.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Corrections Corporation of America</u>		Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006. I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services (DGS) Approval.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>4.15.08</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Lucibeth Mayberry, Vice President Business Development</u>			
ADDRESS <u>10 Burton Hills Blvd. Nashville, TN 37215</u>	PHONE NUMBER <u>615-263-3246</u>		
STATE OF CALIFORNIA			
AGENCY NAME <u>California Department of Corrections and Rehabilitation</u>		By: <u>Karen V. Smith</u> Date: <u>4/30/08</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>4/16/08</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Lopez-Kassis, Chief, Service Contracts Section</u>			
ADDRESS <u>1515 "S" Street, Room 127N, Sacramento, CA 95811-7243</u>			

FIRST AMENDMENT TO CONTRACT DATED OCTOBER 2, 2007 BY AND BETWEEN CORRECTIONS CORPORATION OF AMERICA AND THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

The first amendment is entered into this 8th day of January 2008, by and between, the **State of California Department of Corrections and Rehabilitation** (hereinafter "State" or "CDCR") and Corrections Corporation of America, 10 Burton Hills Blvd., Nashville, Tennessee, 37215 (hereinafter "**Contractor**" or "**CCA**") and in recognition of the following:

WHEREAS, the parties hereto have previously entered into a contract dated October 2, 2007 wherein CCA has agreed to house, guard and provide all necessary care for certain offenders currently under the care and custody of CDCR, at CCA facilities outside California; and,

WHEREAS, the process of identifying such eligible offenders for participation in the transfers to **CCA** facilities has been slowed due to factors and events beyond the control of CDCR or CCA and,

WHEREAS, in addition, certain matters not contemplated by the parties at the time of first contracting have arisen, and that the parties wish to address those matters and express their agreement regarding same,

NOW THEREFORE, the parties do enter into and make this **FIRST AMENDMENT** to their prior contract and agree as follows:

1. The definition of Facility is hereby amended to mean 'the correctional institutions operated by the CONTRACTOR in the states of Arizona, Mississippi, Oklahoma and Tennessee, known as the Florence Correctional Center, Tallahatchie Correctional Facility, North Fork Correctional Facility, **Red Rock Correctional Center**, and the West Tennessee Detention Facility as well as the 3060 bed facility to be constructed on property owned by CCA in Eloy, Arizona (hereinafter the CDCR Eloy Facility).'
2. To Article U, Section 2.05, add the following:
Red Rock Correctional Center
1750 East Arica Road
Eloy, Arizona 85231
(520) 464-3800
3. Article III, Section 3.01, Paragraph 5 is hereby amended to read: With respect to the West Tennessee Detention Facility, CDCR shall be required to make a minimum payment based on the greater of (a) the actual occupancy, or (b) 90% of the capacity available to CDCR according to Attachment A. With respect to the Florence, North Fork, **Red Rock** and Tallahatchie County Correctional Facilities,

CDCR shall have 120 days from the date an offender is placed in a housing unit to ramp up the unit. After that time, CDCR shall be required to make a minimum payment equal to the greater of (a) the actual occupancy, or b) 90% of the capacity of the housing unit being occupied. Provided however, 120 days after CDCR has begun occupancy of the last housing unit allocated to CDCR at the Facility, CDCR's minimum payment shall be based on the greater of (a) the actual occupancy, or (b) 90% of the capacity available to CDCR at the Facility according to Attachment A.

4. Article III, Section 3.01, Paragraph 6 is hereby amended to read: The parties hereby acknowledge that the CONTRACTOR is constructing the new CDCR Eloy Facility at substantial cost to the CONTRACTOR. The parties further acknowledge that in order for the CONTRACTOR to incur the substantial cost of constructing the new CDCR Eloy Facility for CDCR's use, that CDCR must agree to occupy the beds at the CDCR Eloy Facility as they become available and must continue to occupy the beds allocated to CDCR at the North Fork and Tallahatchie County Facilities. Therefore, as a condition of undertaking the substantial cost required to construct the new CDCR Eloy Facility, CDCR hereby agrees that it shall continue to occupy the beds allocated to it in accordance with Attachment A at the new CDCR Eloy Facility (once available), the North Fork Correctional Facility and the Tallahatchie County Correctional Facility throughout the term of this Agreement. CONTRACTOR agrees that in order to allow CDCR flexibility in its housing options, CDCR may elect to discontinue use of the beds allocated at the Florence Correctional Center, **Red Rock Correctional Center** or the West Tennessee Detention Facility at any time during the term of this Agreement.
5. Article III, Section 3.01, Paragraph 7 is hereby amended to read: Provided however, on November 4, 2009, CCA shall have the option to request that CDCR relocate 320 CDCR offenders from the Florence Correctional Center to available beds at either the CDCR Eloy Facility, North Fork Correctional Center, **Red Rock Correctional Center**, Tallahatchie County Correctional Facility or the West Tennessee Detention Facility or another mutually agreed upon location. All costs associated with activation of the 320 beds in the alternate location, including the transport of offenders and their property and other associated costs of such relocation shall be at the expense of the CONTRACTOR. The per diem charged for the 320 beds in the alternate location shall be at the Florence Correctional Center per diem then in effect. In the event that the offenders are located to a facility in a state other than Arizona, CDCR shall have ninety days from the date of notification before such inmates are moved to allow for attrition.
6. Article VI, Section 6.02.1 is hereby amended to read: Through November 3, 2009 CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Florence Correctional Facility, West Tennessee Detention Facility, Tallahatchie County Correctional Facility, **Red Rock Correctional Center** and the North Fork Correctional Facility. From

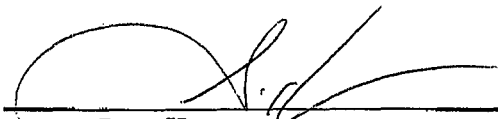
November 4, 2009 to June 30, 2011 CDCR shall pay directly to CONTRACTOR a per offender per day (per diem) rate of \$65.00 for offenders housed at the above facilities.

7. The contracting parties acknowledge that the U.S. District Court for the Eastern District of California has jurisdiction over mental health services provided to seriously mentally disordered inmates of the California Department of Corrections and Rehabilitation in the pending case of Coleman v. Schwarzenegger, No. CIV S-90-0520 LKK JFM P. The Coleman court has appointed a Special Master to oversee the provisions of constitutionally adequate mental health care for all plaintiff class inmates. Former class members may be transferred pursuant to the Agreement and some transferred inmates may become members of the plaintiff class during their stay in the Contractor's facility(ies). The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries concerning policies and procedures for the care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the Contractor to plaintiff class members. Contractor shall cooperate with such visits, which shall not interfere unduly with Agreement work.
8. This Agreement may be executed in the manner as set forth in Section 9.26 of the Agreement to which this amendment applies.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement to be effective on the date first written above.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

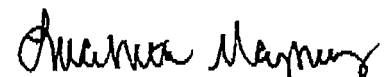
Scott Kernan,
Chief Deputy Secretary, California Department of Corrections and Rehabilitation
1515 S Street, Suite 502 S
Sacramento, CA 95814



Scott Kernan Date 1-8-08

CONTRACTOR

Lucibeth Mayberry
Corrections Corporation of America
Vice President, Research, Contracts and Proposals
10 Burton Hills Blvd.
Nashville, TN 37215



Lucibeth Mayberry Date 1-08-07

Memorandum

Date : April 30, 2008

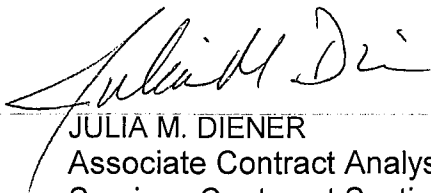
To : Division of Adult Institutions
Out of State Beds
10961 Sun Center Drive
Rancho Cordova, CA 95670

Subject: **AGREEMENT NUMBER C07.247 AMENDMENT NUMBER 1**

Attached for your files, is a fully executed copy of the above-referenced Agreement and Amendment for California Out of State Correctional Facility. Also attached is an Office of Business Services (OBS), Contract Management Branch Quality Assessment form, which was developed by OBS as a tool to assess/improve customer service. Your comments and suggestions are important. Please complete and return the assessment form at your earliest convenience.

It is your responsibility to monitor the work and expenditures of the agreement. This responsibility includes approving payment for actual services rendered, the verification of authorized services under the agreement's terms and conditions, and tracking availability of funds for the duration of the agreement. In addition, please remember amendment requests must be submitted to OBS prior to the expiration of the agreement. If not, and if the amendment is not due to an emergency situation, the amendment may be denied and a California Victims Compensation and Government Claims Board claim may have to be filed.

Inquiries regarding this agreement may be directed to me at (916) 229-5040.



JULIA M. DIENER
Associate Contract Analyst
Services Contract Section

**DIVISION OF SUPPORT SERVICES
OFFICE OF BUSINESS SERVICES**

1515 S Street, Sacramento, CA 95814
P.O. Box 942883
Sacramento, CA 94283-0001



April 30, 2008

Lucibeth Mayberry, Vice President Business Development
Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, TN 37215

Dear Ms. Mayberry:

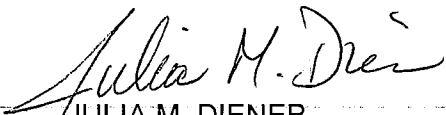
AGREEMENT NUMBER: C07.247
AMENDMENT NUMBER: 1
SERVICE: CALIFORNIA OUT OF STATE CORRECTIONAL FACILITY

Enclosed for your files is a fully executed Agreement regarding the service(s) described above with the California Department of Corrections and Rehabilitation for the period of January 7, 2008 through June 30, 2011.

A copy of this Agreement has been forwarded to the Headquarters' Accounting Office, which is responsible for the payment of approved invoices. In order to expedite the payment process, please ensure all invoices submitted to the State are submitted in accordance with the payment provisions of this Agreement. They must be accurate; reasonable for the services performed and costs incurred; and include all applicable receipts and necessary supporting documentation as stated in this Agreement.

If you have any questions or need assistance, do not hesitate to contact me at (916) 229-5040.

Sincerely,


JULIA M. DIENER
Associate Contract Analyst
Services Contracts Section
Office of Business Services

Attachments

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

C07.247

REGISTRATION NUMBER

52100108282560

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

Corrections Corporation of America

2. The term of this Agreement is: Upon Approval through June 30, 2011

3. The maximum amount of this Agreement is: **\$ 605,127,673.00**
 Six Hundred Five Million, One Hundred Twenty-Seven Thousand, Six Hundred Seventy-Three Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	49 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Budget Rate Sheets	3 pages
Exhibit C* – General Terms and Conditions	GTC 307

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Corrections Corporation of America

BY (Authorized Signature)

Lucibeth Mayberry

DATE SIGNED (Do not type)

1-07-2008

PRINTED NAME AND TITLE OF PERSON SIGNING

Lucibeth Mayberry, Vice President Business Development

ADDRESS

10 Burton Hills Blvd.
 Nashville, TN 37215

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

Karen V. Smith

DATE SIGNED (Do not type)

1/7/08

PRINTED NAME AND TITLE OF PERSON SIGNING

Karen V. Smith, Chief, Service Contracts Section

ADDRESS

1515 "S" Street, Room 410S, Sacramento, CA 95811-7243

California Department of General Services Use Only

Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services (DGS) Approval.

By: *Karen V. Smith*

Date: *1/7/08*

Exempt per:

OFFENDER RELOCATION/HOUSING

AGREEMENT BETWEEN
STATE OF CALIFORNIA
AND
CORRECTIONS CORPORATION OF AMERICA

This Contract is entered into effective, between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and The Corrections Corporation of America, 10 Burton Hills Blvd., Nashville, Tennessee, 37215 (hereinafter "**Contractor**") and replaces and supersedes that certain contract entered into between CDCR and the Contractor on October 19, 2006, as amended on December 20, 2006 and February 1, 2006.

WHEREAS, the STATE requires correctional bed space and services for STATE offenders due to continuing in-state crowding issues and has the lawful authority to enter into this Contract;

WHEREAS, the Contractor operates or has access to correctional facilities in the states of Arizona, Mississippi, Oklahoma, and Tennessee deemed suitable by CDCR for the housing and care of CDCR offenders (the "Facility") and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follow:

Article I.

DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the Contractor because of changes in ACA Standards, state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the facility.

CCR, Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

CDCR Contract Monitor – The designated representative of the CDCR or his/her designee/delegate serving as liaison between CDCR and the Contractor and who monitors the Contractor's performance under this Agreement. This shall also apply to any monitor on behalf of the federally appointed receiver's office in the federal case of Plata v. Schwarzenegger monitoring health care.

COCF – means the California Out of State Correctional Facility Program

Coleman - refers to the Federal Court case of *Coleman v. Schwarzenegger*, pertaining to care of mentally ill inmates through the mental health services delivery system

Contract – means this Agreement, or where referenced the prior Agreement between the parties hereto.

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

Critical positions - means those positions that are filled by a specific individual. Staff members are hired into the facility to fill a specific role, unlike a correctional officer that is trained and may fill a variety of posts.

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day - means calendar day unless otherwise defined in this agreement. If the last day falls on a weekend or holiday the last day for performance shall be the next regular business day.

DOM – means the CDCR Departmental Operations Manual.

Facility – means the correctional institutions operated by the Contractor in the states of Arizona, Mississippi, Oklahoma and Tennessee, known as the Florence Correctional Center, Tallahatchie Correctional Facility, North Fork Correctional Facility, and the West Tennessee Correctional Facility as well as the 3060 bed facility to be constructed on property owned by CCA in Eloy, Arizona (hereinafter the CDCR Eloy facility).

HIPPA – means the federal Health Insurance Portability and Privacy Act.

Indigent Offender – means an offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

In-patient Care – means care received in a free standing, non-correctional hospital on an in-patient basis, including any and all physician or consulting professional services provided to the offender in the hospital.

Lockdown - means that a portion of the facility is affected by suspension of required programs or services, and offenders are not released except as determined by the facility administration on an individual, case-by-case basis. As determined by the facility administration, under such circumstances only critical inmate workers in the affected housing units / sub-facilities will be permitted to attend work assignments under escort, and all but essential functions are suspended in those affected housing units or sub-facilities, e.g. yard, canteen draws, religious services and visiting.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Mandatory posts – means those posts that will be filled each shift as delineated. A post is an assignment or area to be covered by a staff person, and does not have to be designated to a specific staff member.

National Commission on Correctional Health Care Standards – those standards of health care services as defined and established by the National Commission on Correctional Health Care in the 2003 Edition of Standards for Health Services in State Prisons.

Offender – means any adult male person incarcerated pursuant to applicable California laws, and assigned to the Facility for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, CDCR regulations made applicable to the Facility by this Agreement.

Title 15 – means Title 15 of the California Code of Regulations, "Crime Prevention and Corrections" including all subsequent amendments thereto.

UHR - means Unit Health Record.

Warden – means the Administrative Head who manages operations at the Facility.

Article II

TERM OF THE AGREEMENT

Section 2.01 Initial Term.

The term of this Agreement shall, shall commence on the date of execution hereof, and shall terminate on June 30, 2011 unless earlier terminated in accordance with the provisions of this Agreement.

This Agreement replaces and supersedes that certain contract entered into between CDCR and the Contractor on October 19, 2006, as amended on December 20, 2006 and February 1, 2007.

Section 2.02 Option to Extend Term.

The parties shall have the right to extend the initial term of this Agreement for successive periods of up to and including two years each in addition to the initial term by mutual agreement. The parties agree that should they desire to extend the term of this agreement pursuant to this option, they shall notify one another of their desire to so extend the term not less than one year prior to the expiration of the initial term. The provisions of this Contract, as amended if so amended during that time, shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date.

Section 2.03 Termination for Non-Appropriation.

Notwithstanding anything set forth in the provisions of Article VIII, DEFAULT AND TERMINATION, it is understood and agreed that the State is a government entity and that the State reserves the right to terminate this Contract if, in the judgment of the State, the Legislature of the State of California, at any time during its duly convened Legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the State to continue the payments required hereunder.

Section 2.04 Responsibility Hearing.

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made.

Section 2.05 Contacts.

State Contacts:

Contract Monitor:
Terri McDonald
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916)464-3770

California Out-of-State Correctional Facilities (CCOCF):
10961 Sun Center Drive
Rancho Cordova, CA 95670
(916) 464-3780-Main Fax
(916) 464-3766- Records Fax
(916) 464-3768- Field Operations Fax
(916) 464-3769- Medical.

Health Care Officer:
Jackie Clark, Regional DON
(916)327-8725

Ted Udseth, Supervising Registered Nurse
(916)769-4094

Mental Health Coordinator:
Dr. Robert Smith
(916) 508-1727

Escape/Incident Reporting (I.D./Warrants):
Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038.

Restitution/Victim Services Unit:
Department of Corrections & Rehabilitation
P.O. Box 1046
Folsom, CA 95763-1046

Office of Communications:
Oscar Hidalgo
1515 S Street, Suite 502-S
Sacramento, CA 95814
Phone: (916) 323-2637
Fax: (916) 442-2637

Office of Correctional Safety:
Rick Rimmer, Assistant Secretary
(916) 327-3268

Dan Elledge, Chief
(916) 324-8994

Contractor Contacts:

Company Representative
Lucibeth Mayberry
Vice President, Research, Contracts and Proposals
10 Burton Hills Boulevard, Nashville, TN 37215

Facility Contact
West Tennessee Detention Facility
6229 Finde Naifeh Jr. Dr.
P.O. Box 509 (mailing)
Mason, TN 38049
(901)-294-3060
Warden Marcel Mills

Florence Correctional Center
1100 Bowling Road
P.O. Box 2667
Florence, AZ 85232
(520)-868-9095
Warden John Gay

Tallahatchie Correctional Facility
295 U.S. Hwy. 49 south
Tutwiler, MS 38963
(662)-345-6567
Warden Robert Adams

North Fork Correctional Facility
1605 East Main
Sayre, OK 73662
(580)-928-8200
Warden Fred Figueroa

CDCR Eloy Facility
Brian Collins, Vice President, Facility Operations-Business Unit I
10 Burton Hills Blvd.
Nashville, TN 37215
(615)-263-3000
(To be replaced with Facility Warden upon appointment)

Article III

CDCR OFFENDERS

Section 3.01 Offender Housing.

The Contractor shall confine and supervise adult male CDCR Offenders that are transferred to the Facilities pursuant to the terms and conditions of this Agreement. CDCR Offenders shall be transferred into the Facilities in accordance with the Offender Phase-In Schedule, attached hereto and incorporated herein as Attachment A. CDCR Offenders shall only be housed in housing units consistent with the offenders' classification and security needs, subject to the prior written approval of the CDCR Contract Monitor or designee.

Provided however, nothing herein shall prevent the Contractor and CDCR from mutually agreeing to modify the Offender Phase-In Schedule as necessary to meet CDCR needs and ensure a safe and secure ramp up of the Facilities.

With respect to the Offender Phase-In Schedule for the CDCR Eloy Facility, during the activation of the Facility, CDCR shall be required to make a minimum payment based on the greater of (a) the actual occupancy, or (b) 90% of the capacity available to CDCR according to the Facility Activation Schedule. The Contractor and CDCR shall develop a mutually agreed upon weekly Facility Activation Schedule for the CDCR Eloy Facility no later than May 1, 2008. Provided, however, unless mutually agreed otherwise by the Contractor and CDCR, in no event shall the weekly Facility Activation Schedule result in fewer beds being made available on a monthly basis by the Contractor or fewer beds being occupied by CDCR on a monthly basis than shown on the Offender Phase-In Schedule attached hereto as Attachment A.

Provided further, the weekly Facility Activation Schedule shall delineate the staffing that Contractor is to have on site at the CDCR Eloy Facility in order for the Facility to be activated in a safe and secure fashion. In the event that the Contractor is unable to provide the beds in accordance with the Facility Activation Schedule or in the event that the Contractor is unable to provide the staffing in accordance with the Facility Activation Schedule, CDCR shall be relieved of its requirement to make a minimum payment until such time as the Contractor has the beds and/or staffing in place. In such event, Contractor and CDCR shall mutually agree to a revised Facility Activation Schedule.

With respect to the West Tennessee Detention Facility, CDCR shall be required to make a minimum payment based on the greater of (a) the actual occupancy, or (b) 90% of the capacity available to CDCR according to Attachment A. With respect to the Florence, North Fork and Tallahatchie County Correctional Facilities, CDCR shall have 120 days from the date an offender is placed in a housing unit to ramp up the unit. After that time, CDCR shall be required to make a minimum payment equal to the greater of (a) the actual occupancy, or (b) 90% of the capacity of the housing unit being occupied. Provided however, 120 days after CDCR has begun occupancy of the last housing unit allocated to CDCR at the Facility, CDCR's minimum payment shall be based on the greater of (a) the actual occupancy, or (b) 90% of the capacity available to CDCR at the Facility according to Attachment A.

The parties hereby acknowledge that the Contractor is constructing the new CDCR Eloy Facility at substantial cost to the Contractor. The parties further acknowledge that in order for the Contractor to incur the substantial cost of constructing the new CDCR Eloy Facility for CDCR's use, that CDCR must agree to occupy the beds at the CDCR Eloy Facility as they become available and must continue to occupy the beds allocated to CDCR at the North Fork and Tallahatchie County Facilities. Therefore, as a condition of undertaking the substantial cost required to construct the new CDCR Eloy Facility, CDCR hereby agrees that it shall continue to occupy the beds allocated to it in accordance with Attachment A at the new CDCR Eloy Facility (once available), the North Fork Correctional Facility and the Tallahatchie County Correctional Facility throughout the term of this Agreement. Contractor agrees that in order to allow CDCR flexibility in its housing options, CDCR may elect to discontinue use of the beds allocated at the Florence Correctional Center or the West Tennessee Detention Facility at any time during the term of this Agreement.

Provided however, on November 4, 2009, CCA shall have the option to request that CDCR relocate 320 CDCR offenders from the Florence Correctional Center to available beds at either the CDCR Eloy Facility, North Fork Correctional Center, Tallahatchie County Correctional Facility or the West Tennessee Detention Center or another mutually agreed upon location. All costs associated with activation of the 320 beds in the alternate location, including the transport of offenders and their property and other associated costs of such relocation shall be at the expense of the Contractor. The per diem charged for the 320 beds in the alternate location shall be at the Florence Correctional Center per diem then in effect. In the event that the offenders are relocated to a facility in a state other than Arizona, CDCR shall have ninety days from the date of notification before such inmates are moved to allow for attrition.

Section 3.02 Selection and Placement Process.

The CDCR Offenders to be housed in the Facility shall be selected on the basis of compliance with all applicable state statutes or such other applicable laws or regulations of the state in which the Facility is located relating to the housing of out of state offenders as may apply, and in addition thereto, the following criteria and conditions:

3.02.1 CDCR and Contractor shall mutually agree on offenders to be housed by Contractor, and offenders shall be suitable for placement in the facility designated. In the event that CDCR requests that the Contractor accept Offenders with serious or significant mental health or serious or significant physical problems, included but not limited to physical disability, CDCR and the Contractor shall mutually agree to an appropriate plan of care for the population and the allocation of costs associated therewith.

3.02.2 Offenders assigned to the Facility shall be males eighteen years of age or older.

3.02.3 Contractor may reject any offender found not to meet the receiving state's criteria or otherwise deemed by the Contractor, in consultation with CDCR, to be unsuitable for assignment to a particular Facility. In the event the initially considered Facility is deemed unsuitable for a particular offender, the Contractor shall make all due effort to assign offenders to an alternate appropriate Facility under this Agreement. If CDCR is unable to achieve the Minimum Normalized Occupancy by the end of the of the Initial Phase-In Period due to Contractor's rejection of offenders pursuant to this section, the Initial Phase-In Period shall be extended for thirty (30) days or until the Minimum Normalized Occupancy is achieved, whichever occurs first.

Prior to transfer, Contractor will review the classification, medical and conduct records of those offenders recommended by the CDCR to be housed at the Facility. The parties understand that the Contractor's review shall include classification of the offender under the law of the state where the offender will be housed, and shall comply with any legal requirements regarding classification imposed thereby.

Prior to sending any CDCR Offender to the Facility, the CDCR shall provide to the Facility's Warden, without charge, copies of pertinent data from institutional files, commitment or other judicial orders, and medical records of each CDCR Offender to be housed at the Facility. In conjunction with the initial transfer of inmates from CDCR custody to Contractor, Contractor shall have the right to send representatives, at Contractor's expense, to CDCR Headquarters for the purpose of conducting an on site review of the files of those inmates proposed by CDCR to be transferred to the Contractor. If a CDCR offender is rejected by the Contractor, the reason for the rejection shall be documented and provided to the CDCR. All CDCR Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws. The Contractor shall release information only in accordance with CDCR direction.

A duly authenticated copy of the CDCR Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a CDCR Offender arrives at the transfer point. After the Agreement is executed and Contractor becomes familiar with CDCR Offender files, the Contractor may make reasonable requests for additional papers or documents to be delivered to Contractor. CDCR understands that the safe and secure management of the Facility is dependent upon the Contractor's receipt of complete Offender files and shall not unreasonably withhold requested documents.

Section 3.03 Transfer/Delivery of Offenders.

At the request of CDCR, the Contractor shall be responsible for the transporting of offenders to and from CDCR to the Facility. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required offender local transportation to and from the Facility (e.g., for offsite medical care) shall also be provided and paid for by the Contractor. Upon the request of the Contractor and with prior written approval of the CDCR Contract Monitor, Contractor shall be entitled to transfer a CDCR Offender from one facility to another, provided the facility receiving the transferred CDCR Offender is

operated by Contractor pursuant to an agreement between CDCR and Contractor or between CDCR and an entity with which Contractor has an operating contract. Contractor agrees to follow California staffing requirements on any local CCA provided transport.

Section 3.04 Costs of Transport of Offenders.

Except as otherwise provided below, CDCR shall reimburse Contractor for the cost of transporting offenders between the transfer point in California and Facility, and between Facility and transfer point in California as follows:

- A. Cost of airframe and crew ("charter costs") at actual cost. Contractor agrees to provide CDCR with the cost quote for any transfer and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with Contractor to obtain a replacement service provider to provide the same service at a rate acceptable to CDCR. If a better quote cannot be obtained through these efforts, CDCR agrees to allow Contractor to utilize the initial provider.
- B. Costs of guarding to be reimbursed to Contractor at their cost of salary and fringe benefits for each guard accompanying the transportation of offenders. Salary and fringe is defined for this section as actual salary plus 26% of salary in addition thereto to cover the fringe benefits. In addition, Contractor shall be entitled administrative overhead on said amounts calculated for guarding at a rate of 15% of the base salary. Contractor shall be reimbursed for mileage for ground transportation of offenders from the receiving State drop off point to the facility at the rate then in effect and used by the Internal Revenue Service for calculation of mileage.
- C. In the event Contractor requests the return of an offender to California, or the transfer of an offender to another CCA facility, who otherwise meets the criteria of the receiving state and meets the criteria of CDCR and has been placed in a facility with the initial agreement of the Contractor, then in such event Contractor shall be responsible for the transportation and property costs associated with said return.
- D. Contractor shall pay for the cost of four (4) mass airlifts and associated security and other costs from the designated California airport to the North Fork Correctional Facility during the ramp up period for such facility.

Section 3.05 Offender Funds.

Funds of an individual CDCR Offender shall be provided to Contractor by CDCR within seven (7) working days of the CDCR Offender's transfer. These funds shall be held and managed pursuant to policies, procedures and practices, which shall be provided to Contractor prior to inmate arrival.

Section 3.06 Offender Work/Program Assignment Payment.

Contractor shall pay all inmates assigned to the work incentive program inmate wages equal to the amount paid to other inmates housed at the particular Facility at the time of transfer. Provided, however, CDCR shall inform Contractor of the applicable pay scales utilized by CDCR, and inform Contractor of any changes occurring thereto during the term of this agreement. Contractor will review the CDCR pay scale to ensure that it is in keeping with the Facility pay scales currently in

place. In the event of a discrepancy, CCA will make a recommendation to CDCR for a solution – recognizing the need to treat CDCR offenders housed out of state in a similar manner to CDCR offenders in state and taking into account CCA's need for similar treatment for all jurisdictions in the facility.

Section 3.07 Return of Offenders to the CDCR.

3.07.1 Upon demand by the CDCR, offenders will be delivered to the custody of the CDCR pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.07.2 Within 14 days of receiving a good faith request (based on the diagnosis of a serious medical condition, on-going or serious disciplinary reasons, or inability to provide a level of custody consistent with the safety and security of the inmate and/or staff), the CDCR will accept custody of any offender the Contractor requests be returned to CDCR custody.

3.07.3 Contractor and CDCR agree that in the case of offenders who are members of the **Coleman** class, returns shall be accomplished in strict accordance with **Coleman** return guidelines.

3.07.4 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state, other than California, unless that State has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact, or unless the offender is released to the custody of another agency, whether state or federal. In every other case, prior to release from custody, offenders shall be returned to the CDCR or to the custody of such jurisdiction as has agreed to take the offender, pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.07.5 When a CDCR Offender returns to CDCR, the Contractor shall provide that offender's funds, in the form of a check payable to CDCR, in the amount due the CDCR Offender for credit to the CDCR Offender's account within seven (7) business days of the CDCR Offender's transfer unless an alternate location is directed by CDCR

3.07.6 When a CDCR Offender returns to CDCR, the Contractor shall provide a transfer summary of each CDCR Offender's program activities (work, education, etc.), infraction history, and other items deemed necessary by CDCR and/or the Contractor staff within ten (10) business days of the CDCR Offender's transfer. In addition to such transfer summary, CDCR will require written medical clearance for suitability for transport and a written summary of any medical concerns which may affect said transport.

Article IV

OPERATION OF FACILITY

Section 4.01 General Duties. The CDCR Offenders in the Facility shall be confined and supervised in accordance with the Operating Requirements. The Contractor shall maintain staffing levels at the Facility in accordance with ACA standards and in sufficient numbers and rank to maintain the safety of the public, staff and offenders and to adequately carry out the provisions of this Agreement. Contractor shall not seek additional reimbursement from CDCR in excess of the

per diems stated hereunder in instances where the Contractor increases staff in order to perform the services required under this Agreement. Provided however, this shall not apply in instances where CDCR requests or requires additional services or services for a different inmate population than originally contemplated hereunder. The Contractor shall provide CDCR with staffing guidelines for each facility where CDCR Offenders are housed prior to execution of this Agreement. Said staffing guidelines are attached hereto as Attachment B. In the event of any change to the staffing guidelines for the staff assigned to the particular CDCR housing units during the term of the Agreement, such revised guidelines shall be provided to CDCR in advance of any change and shall be subject to CDCR approval which shall not unreasonably withheld and which shall be granted or withheld within ten business days of the request. In advance of any change, the Contractor will exercise authority to ensure that the daily operations of the Facility are in compliance with the provisions of this Agreement. Subject to the provisions of this Agreement, the Contractor shall provide CDCR Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, CCR Title 15, and constitutionally appropriate and/or court imposed guidelines, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. The Contractor will provide reports to the CDCR Contract Monitor on the adjustment of CDCR Offenders consistent with CDCR reviews. Contractor shall provide case management of CDCR offenders consistent with Title 15 including classification, monitoring earned/good time, disciplinary activity, programming and other offender activity.

CDCR offenders shall be provided with a copy of the Facility rules and procedures (orientation guide) upon arrival. The orientation information must include the process for obtaining medical/mental health care, disciplinary process, request for reasonable accommodation under ADA and the offender appeal/grievance process. A verbal orientation shall also be provided upon arrival. Contractor shall ensure effective communication during orientation. Where appropriate this may include, but is not limited to, use of interpreters or ADA approved communication devices

Section 4.02 Minimum Required Staffing.

CDCR may assess liquidated damages if the Contractor fails to maintain minimum staffing for mandatory posts as delineated in Attachment C. The Contractor may use contract staff and overtime to fulfill its mandatory post staffing requirements. The Contractor shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant post(s) shall be performed through the use of overtime, contract staff, or other alternative means. In the event that the duties of the vacant posts are being performed through the use of overtime, contract staff, or other alternative means then the Contractor shall not be deemed in breach of this Contract and shall not be subject to an assessment of liquidated damages. For each shift that a mandatory post is not covered, CDCR may assess damages in an amount equal to the daily rate (salary and benefits) per post per day as long as the deficiency continues.

Contractor shall have 45 calendar days to fill a vacant Critical Position as delineated on Attachment C. A Critical Position shall not be deemed vacant in the event that the Contractor is using contract staff, overtime or other alternative means to fulfill the duties of the Critical Position. Beginning on the 46th calendar day that a Critical Position remains vacant, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) for such Critical

Position per day as long as the Critical Position remains vacant. Contractor agrees to not circumvent the imposition of liquidated damages by multiple short term staff assignments.

Recognizing that the Contractor will incur certain costs to recruit new employees and costs to cover the vacancies through contract staff and overtime, the first monthly assessment of liquidated damages per Contract Year per Contractor Facility will be subject to a maximum of \$10,000 and the second monthly assessment of liquidated damages per Contract Year per Contractor Facility will be subject to a maximum of \$20,000. The third and each subsequent monthly assessment of liquidated damages per Contract Year per Contractor Facility will not be subject to a maximum amount. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The Contractor shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the Contractor of any of its obligations under the Contract.

Section 4.03 ACA Accreditation.

Contractor shall obtain, and maintain ACA accreditation of each of the facilities occupied by CDCR under this agreement. It is understood that a facility shall have been fully operational for 18 months before ACA accreditation becomes available, and Contractor shall seek accreditation of any such newly constructed or re-opened facility within the earliest practical time. This requirement may be waived in circumstances where the actions of, or needs of CDCR prevent such accreditation.

Section 4.04 Contract Monitors.

4.04.1 In administering this Agreement, the CDCR shall designate a person, herein referred to as the CDCR Contract Monitor, to monitor the Contractor's performance under this Agreement. If this provision is not completed at the time of contract execution, CDCR shall inform Contractor of the identity of said monitor, along with the information described below, prior to occupancy of the facility.

CDCR Contract Monitor	_____ Contract Monitor
Name:	Name:
Address:	Address:
City, State, Zip Code	City, State, Zip Code
Telephone Number:	Telephone Number:
Fax Number:	Fax Number:

4.04.2 The Contractor shall designate a person who shall act as the Facility's contact person for purposes of the administration of this Agreement.

4.04.3 Any change in the Contract Monitor or the Contractor's designated contact person shall be effective upon ten (10) days prior written notice to the other party of such change.

4.04.4 Unless otherwise provided, the Contractor shall permit the CDCR, court appointed Receiver or Special Master, and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Contractor pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v. Schwarzenegger* to monitor healthcare services within the institution. As CDCR or the Receiver may in their sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Schwarzenegger* to monitor the provision of constitutionally adequate mental health care for all plaintiff class inmates. Former class members may be transferred pursuant to this Agreement and some transferred inmates may become members of the plaintiff class during their stay in the Contractor's facility(ies). The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the Contractor to plaintiff class members. Contractor shall cooperate with such visits, which shall not interfere unduly with Agreement work.

4.04.5 Healthcare Monitor

The Receiver appointed in the Federal case of *Plata v. Schwarzenegger*, may, in his discretion, appoint a Healthcare Monitor to either be housed at the Facility, or to make periodic inspection visits to the Facility consistent with the provisions of this section. The same information as is provided by CDCR to Contractor for its Contract Monitor shall also be provided to Contractor for the Healthcare Monitor.

Section 4.05 Medical/Mental Health/Dental.

The Contractor shall provide essential health services, including medical, dental and mental health services, while meeting the applicable standards and levels of quality established by the ACA, NCCHC, and CCR Title 15. In addition, the Contractor shall provide services consistent with all applicable Federal, state, and local laws and regulations governing the delivery of offender health services and any applicable Court orders, including, but not limited to orders issued in the case of *Plata v. Schwarzenegger* and *Coleman v. Schwarzenegger*, and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders as set forth above shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

- CDCR Offenders shall be provided health services consistent with the services provided by the CDCR under applicable CDCR Offender health services policies and procedures.

Services – All offender medical services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, existing arrangements with local health care providers shall be utilized to obtain the required services. At the inception of this contract, a listing of all existing contractual arrangements with local healthcare providers, including but not limited to acute care hospitals and clinics shall be made available to CDCR by Contractor. Any change to this list shall be communicated to CDCR.

Contractor will have a contracted hospital provider in its off-site network for inmates requiring inpatient psychiatric admission, to include crisis counseling. All inmates suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the hospital with the transferring officer.

The Contractor shall have a written plan supported by policies and procedures for providing routine and urgent medical, dental and mental health services. The plan shall include, but not be limited to the following:

- 24 hour care, seven days a week emergency medical, dental, and mental health care;
- initial health screening;
- health appraisal examination;
- daily triaging of complaints;
- sick call procedures with a health practitioner, including offering this service at least 5 days per week;
- outpatient medical, dental, and mental health service, including diagnostics and physical therapy;
- inpatient medical services;
- special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- mental health and substance abuse services;
- adequate staffing of trained professional health services staff and support staff;
- pharmaceutical services and supplies;
- no cost to CDCR Offender for medication refills and renewals;
- optometric services;
- health education;
- medical diets;
- infection control; and
- quality control/peer reviews.

Initial/Preliminary Screening – All screening will be conducted by trained or qualified health care personnel on all offenders within 48 hours of the offender's arrival at the Facility. Screening will include, but not limited to:

- an inquiry into the offender's health care history, including status of current modalities and medications;

- an observation of the offender's behavior, physical limitations and capabilities and current physical condition; and
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

At initial screening, all offenders will receive orientation about the Health Services Unit, including the procedures for accessing care.

Full Health Appraisal (Intake) – During the initial occupancy phase of this contract all offenders will receive a full health appraisal within 30 days of arrival at the Facility. This health appraisal will include, but not limited to:

- review of the earlier screening;
- review of the CDCR health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- collection of a more detailed health services history;
- medical examination, including review of mental health and dental status if not previously examined at CDCR in the previous six months;
- laboratory or diagnostic tests to detect communicable disease if not documented in the previous 12 months;
- other tests and diagnostics, as indicated by exam;
- initiation of treatment, as indicated;
- development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment;
- referral to mental health or dental specialist as indicated; and
- offender education, particularly if the treatment plan initiated by CDCR treatment plan is modified or changed. Any change to an existing treatment plan shall be approved by CDCR.

In the event Contractor's staff are unable to provide the requisite screenings in the time allowed due to the volume of screenings to be conducted, Contractor may seek approval to extend the time for such screenings, consistent with the approval of CDCR and the Receiver, and if such extension of time is disallowed, may utilize outside contracted services to accomplish said screenings. CDCR shall be given advance notification of the identity and qualifications of said individuals, and review the proposed rate of compensation to be paid to such persons. CDCR shall not unreasonably withhold its consent to such proposed screeners, and shall reimburse Contractor for their additional costs incurred in complying with this provision in such event.

Dental Screening, Examination and Treatment – The Contractor shall have written policies and procedures to assure dental screenings, exams, x-rays, and treatment are rendered consistent with the CDCR and ACA standards. The CDCR records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued.

Mental Health Screening, Examination and Treatment – The Contractor shall have written policies and procedures to assure mental health screenings, evaluations, and treatment is rendered consistent with the CDCR and ACA standards. The CDCR records sent to the facility will be reviewed for mental health history and to identify current mental health care needs. Any patient

having demonstrated mental health needs shall be identified to CDCR, and CDCR shall have the right to request a return of that offender to CDCR custody.

Infectious Diseases – The Contractor shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to CDCR prior to the execution of this agreement.

Formulary – The Contractor shall adhere to the Facility formulary. When the only medically appropriate and medically necessary pharmaceutical for an offender is not on the Facility formulary, the Facility Medical Director and/or the Health Services Administrator will follow the Facility's procedures for obtaining a waiver.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of an offender to or from the facility, the CDCR or Contractor, depending on who is releasing custody at the time of transfer, shall provide at the time the offender is transferred between the custody of CDCR and Contractor, a fourteen (14) day supply of any medications prescribed for that offender.

Utilization Review/Prior Authorization - Contractor shall follow the CDCR UHR procedures and unless the required care is necessitated by an emergency, shall seek advance approval for any non-routine care outside the facility.

Health Care Records – The Contractor shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the CDCR and shall be forwarded to CDCR when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of CDCR.

Staffing – The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the Facility Medical Director and/or the Health Services Administrator.

Staff Training – The Health Services Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health care services staff shall participate in facility orientation and training in accordance with Facility, ACA and NCCHC standards.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

4.05.1 **Costs** – The cost of providing on-site medical, mental health or dental services through Facility staff or contracted services shall be considered normal costs

incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:

- a) All expenses in excess of \$2,500 annually per inmate for medically necessary, off site hospital or emergency care. This includes, but is not limited to medical, surgical, mental health, and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided however, Contractor shall be responsible for the costs of any off-site medical care if such care should have been provided on-site through the Contractor's provision of routine medical, dental and mental health services.
- b) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of offenders with HIV or AIDS. Contractor shall notify the CDCR of any offender diagnosed with HIV or AIDS within three (3) working days.
- c) Costs of Psychotropic medications.
- d) Any costs associated with DNA testing of offenders.

Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the Contractor (or state where the Facility is located) are included as part of the per diem rate.

- 4.05.2 A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental and/or vision services requested / initiated by the offender in accordance with Title 15, Section 3354.2. The co-pay fee will be retained by the Contractor.
- 4.05.3 The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the Contractor, its employees, or subcontractors or for care which could have foreseeably been prevented.
- 4.05.4 Medical billings from outside vendors which are the responsibility of CDCR shall be submitted to CDCR within thirty (30) days of receipt.
- 4.05.5 Upon return of a CDCR Offender to the CDCR, the Contractor shall provide the original of the health records of all health care delivered while under Contractor's jurisdiction, including, but not limited to all Facility health records, community hospital records, radiology reports and films, consultant reports and laboratory results. In addition, the Contractor will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.
- 4.05.6 The parties hereto expressly acknowledge and agree that:
 - a) the inmates to be transferred pursuant to this Agreement to the facilities owned and/or operated by Contractor (the "Transferee Facilities") are members of a

class of plaintiffs in an action pending in the United States District Court for the Northern District of California entitled, Marciano Plata et al. v. Schwarzenegger et al. No. C01-1351 TEH (the "Plata Action");

- b) the California Department of Corrections and Rehabilitation (the "CDCR") is a named defendant in the Plata Action;
- c) the plaintiffs in the Plata Action have alleged that the health care delivered to inmates in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
- d) by order, dated February 14, 2006 (the "February 14 Order"), the Court in the Plata Action (the "Plata Court") appointed Robert Sillen as the Receiver (the "Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver;
- e) pursuant to the February 14 Order, the CDCR and "all persons in concert or participation" with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
- f) the inmate-class members transferred pursuant to this Agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the Plata Action; and,
- g) the transfers of inmates contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the Plata Court's orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

Contractor expressly acknowledges and agrees that it:

- a) intends to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facilities;
- b) is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c) will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facilities and to documents, personnel and inmate-class members in the Transferee Facilities to the same extent as the Receiver is provided access to CDCR facilities, personnel and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California inmates in the Transferee Facilities and shall not include information related to other jurisdiction's inmates or facility information unrelated to the provision of medical care to California inmates.

The parties hereto acknowledge and expressly agree that with respect to the provisions of section 4.03 and all subsections of said section, the Receiver is a third party beneficiary of this Agreement and hereby consent to the jurisdiction of the United States District Court for the Northern District of California with respect to any action or proceeding brought by the Receiver to enforce the provisions of such sections.

- 4.05.7 The parties agree that in the event a court appearance is required before the Honorable Thelton Henderson in San Francisco, California by employees of Contractor that the expenses incurred by Contractor in making the employees available for said hearing shall be reimbursed to Contractor by CDCR. Reimbursement shall include costs of transportation as well as salary costs, accelerated by 26% to cover fringe benefit. Should the court impose monetary sanctions against CONTACTOR CDCR and Contractor agree to evaluate the circumstances leading to the imposition of said sanctions and in the event it is determined that Contractor had performed within the scope and requirements of this Agreement and that sanctions were issued in spite thereof, CDCR shall agree to reimburse Contractor for any sanctions imposed. Should CDCR not agree that Contractor's performance, which resulted in sanctions was consistent with the obligations imposed under this contract CDCR may refuse to reimburse Contractor for the sanctions imposed. In such event Contractor may seek a judicial determination of the obligation for the payment of sanctions pursuant to the provisions set forth in this paragraph.

Section 4.06 Death of an Offender

- 4.06.1 In the event of the death of a CDCR Offender, the Contractor will immediately notify the CDCR Contract Monitor, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by CDCR, the Contractor shall obtain an independent autopsy. This autopsy shall be paid for by the CDCR. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the CDCR.
- 4.06.2 The Contractor shall furnish all information requested by the CDCR, and follow the instructions of the CDCR with regard to disposition of the body. The CDCR will notify the relatives of the deceased offender, if any, as soon as practicable after death.
- 4.06.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the CDCR.
- 4.06.4 The Contractor's Chief Medical Officer will communicate on a regular basis with the Office of the Receiver and actively participate in Mortality and Morbidity clinical reviews in the Death Review Committee and other Quality Improvement activities. At all times documentation will be protected by the Medical Peer Review process. The Contractor will assist COCF in the collection of documents required to be submitted to the Death Review Committee as delineated in the CDCR December 30, 2005, Memorandum titled "Inmate Death Document Production," the October 11, 2006, CDCR Memorandum titled "Scanning/Copying of Unit Health Records and Central

Files for Death Review Purposes" and any subsequent death review documentation requirements imposed by the Plata court. (Attachment D)

Section 4.07 Offender Work and Programs.

- 4.07.1 All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work at the Facility. Ineligible offenders are those who are ill, unable to work due to age or handicap, and those in administrative or disciplinary lockdown. No CDCR Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the CDCR Contract Monitor or designee.
- 4.07.2 Eligible offenders will be productively occupied for at least 32.5 hours per week in work, education, vocational, and/or major habilitation programs in accordance with the Offender Program Participation Table attached hereto as Attachment E.
- 4.07.3 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.07.4 Offenders shall be required to work or participate in educational or vocational programs, when ordered to do so by the Contractor. However, offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.07.5 The Contractor may dispose of or consume all products produced by any offender participating in work or vocational programs. The Contractor will bear all costs and retain all proceeds there from.
- 4.07.6 The Contractor shall daily record the actual hours worked/participated for each offender (those in work/programs/education/training) on the Work Supervisor's Time Log (CDC Form 1697) in order that work credit can be calculated by CDCR in accordance with Title 15 (§3045). The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the Contract Monitor by the 15th of the following month.
- 4.07.7 In case of craft programs, the crafts may be sold and proceeds of any sale retained by the offender.
- 4.07.8 In accordance with the expectations of CDCR, Contractor shall provide the below detailed annual goals for offender programs. The Contractor shall provide reports to CDCR with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate Contractor staff, CDCR determines that deficiencies exist in meeting the goals stated herein, CDCR may request that Contractor provide a Corrective Plan of Action for resolving these deficiencies and updates of these Plans of Action shall be provided to the CDCR Contract Monitor on a monthly basis until such deficiencies are resolved. The annual goals and associated reports shall be as follows:

- 4.07.8.01 Provide Chaplain and Religious Services for the CDCR population in order to fulfill the facility's responsibility of ensuring that all inmates can voluntarily exercise their constitutional rights to religious freedom. Each facility chaplain will submit a quarterly and annual report detailing religious services provided, inmate attendance, and volunteers utilized to provide religious services.
- 4.07.8.02 Provide a mechanism for assessment and admission into appropriate modality of treatment for therapeutic substance abuse. Each facility will submit a quarterly report of assessments, intakes, discharges, and completers in addictions treatment programs.
- 4.07.8.03 Demonstrate offender progress by tracking "phase-ups" in addictions treatment programs. Each facility will submit a quarterly report of "phase-ups".
- 4.07.8.04 Assess CDCR offenders interested in educational programming to determine appropriate placement. Each facility will submit a quarterly report of assessment results for education programs.
- 4.07.8.05 CDCR offenders enrolled in academic education programs shall be reassessed using an appropriate instrument every 120 days. Each facility will submit a quarterly report detailing reassessment results.
- 4.07.8.06 Each facility will maintain a vocational advisory committee. Each facility will submit a quarterly report summarizing the activity of the vocational advisory committee.

Section 4.08 Religious Opportunity.

The Contractor will provide adequate space and opportunity for religious programs on a daily basis except for offenders in lockdown status in accordance with Title 15 (§3210-3213). Contractor agrees to provide a monthly report on religious opportunities afforded to offenders.

Section 4.09 Recreation/ Quarterly Packages and Canteen - Barber.

Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for offenders in lockdown status. Offenders will be personally observed by staff during these recreational opportunities.

Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR shall reserve the right to disapprove any canteen items for CDCR inmates. Contractor shall endeavor to supply canteen items similar in price and nature to those provided to California inmates by CDCR. Contractor reserves the right to exclude any canteen item it deems to be a security risk. Revenues may be used to pay all operating expenses of the canteen, including but not limited to commissary worker salaries and benefits on a pro rata basis, based on the ratio of the total sales to CDCR inmates to the total canteen sales to all inmates. Any profits from the commissary sales to CDCR inmates operation shall be deposited in the Offender Welfare Fund, to be administered in accordance with and in a manner consistent with established CDCR policies.

Offenders will be provided with a quarterly package program similar to established CDCR policies. Contractor shall endeavor to supply quarterly package items similar in price and nature to those provided to California inmates by CDCR. Contractor and CDCR reserve the right to exclude any quarterly package item deemed to be a security risk

- 4.09.1 The Contractor shall enforce all hair grooming standards as established by CDCR policy (Title 15, chapter 1, Article 5). The Contractor shall also establish and maintain a plan of operation for on-site inmate barber services. Barber service procedures must provide for the safety, security and maintenance of the designated area, tools, solutions, equipment and comply with all applicable health and sanitation codes. The number of inmate barber assignments shall be consistent with the need to readily service the inmate population. The Contractor should strive to maintain an ethnically diverse barbers service in both inmates assigned and services provided. The Contractor shall ensure that barber services are directly available and accessible to the inmate population. Hours of operation must therefore be scheduled in correlation to other facility programs, activities and other inmate assignments.

The barber service shall comply with acceptable and applicable codes, practices, standards and requirements established by the appropriate state regulatory agency in the state where the Facility is located and ACA standards. The Contractor shall be responsible for developing a plan of operation for inmate barber services that, at a minimum, must: (a) ensure that tools are properly inventoried, maintained and accounted for at all times; (b) provide for trained inmate barbers that are hired consistent with Facility policy and ACA standards; and (c) ensure that inmate barbers and services are provided to serve an ethnically diverse inmate population

The Contractor shall provide a designated barber area, centrally located within the facility and adjacent to the inmate population, that is readily accessible to all inmates for the personal maintenance of hair grooming standards in accordance with CDCR requirements. The Contractor may also provide multiple designated inmate barber areas equitably located within various areas of the facility to achieve the same purpose within the framework of safety and security. In either case, the barber area(s) shall be centrally located and of sufficient size and dimensions to adequately service the entire inmate population. Clear lines of sight shall be provided from designated staff/posts. The Contractor shall ensure that CDCR principles of proper tool control is incorporated and adhered to by inmates and staff alike. At a minimum, the barber area shall be equipped with a sink, power outlets and a chair.

Section 4.10 Inmate Advisory Committee.

The Contractor agrees that the Facility Wardens will establish an Inmate Advisory Committee at each facility housing CDCR offenders consistent with CDCR regulations. Copies of the meeting minutes will be provided to the Contract Monitor.

Section 4.11 Telephone.

Access to telephone service shall be provided to CDCR Offenders in accordance with Title 15 (§ 3018, 3044, 3045). Contractor agrees that any revenues generated by the inmate telephone system (Inmate Telephone Revenue Funds) shall be segregated and held in a fund used to purchase, install and offset operating costs of a telephone videoconferencing system, as shall be acceptable to CDCR for use by CDCR and the inmates as CDCR may direct. Once the expense of purchase and installation have been paid, Contractor may retain 10% of all future payments as and for administrative and overhead costs associated in operating the Videoconferencing system. The balance of the funds shall be utilized to defray the operating costs of said system and reduce the operating costs associated therewith to the inmates and CDCR.

Section 4.12 Clothing.

The Contractor will be responsible for laundry, repair, and replacement of offender clothing during the CDCR Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis. Upon admission, a minimum of three (3) sets of clean Facility uniforms and three (3) sets of undergarments and socks, clean bedding (to include sheets, blanket(s), pillow and pillow case and mattress), climate appropriate outer wear (jackets, etc.) and deck shoes or other appropriate footwear shall be provided CDCR Offenders, if needed. In addition, offenders shall receive footwear appropriate to their work assignment. Tennis shoes shall be made available for purchase in the commissary. Contractor shall provide laundry services to the offender at no charge to the offender in accordance with established CDCR policies.

Section 4.13 Meals.

The Contractor will provide all CDCR Offenders with nutritional meals consistent with established CDCR policies. Food service will meet established governmental and safety codes, while adhering to American Dietetic Association, National Academy of Sciences, and ACA standards, and local, state and federal requirements. The Contractor's facility will have a four-week, five-week, or six-week cycle menu. Therapeutic/special diets shall be provided as prescribed by appropriate clinicians. Religious diets will be provided for inmates whose religious beliefs requires adherence to religious dietary law. Religious diets shall be approved by the recognized facility religious authority. A Registered Dietician or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. Menus shall be submitted to the Contract Monitor for approval on a monthly basis prior to the start of each menu cycle.

Section 4.14 Mail.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. The Contractor is entitled to recoup postage fees when the Offender has sufficient funds in his account. Pursuant to the DOM, all non-confidential inmate mail, incoming or outgoing, is subject to being read by designated staff. This reading of mail shall be for cause only. All incoming and outgoing mail and packages shall be searched for contraband.

Section 4.15 Visitation.

The Contractor shall provide space, opportunity, furniture, and equipment for visitation. Contact visitation shall be provided unless individual security concerns dictate otherwise. The Contractor shall adopt flexible visiting policies for visitors traveling from out of state. Visitors on CDCR's approved visitors list shall be approved by the Contractor unless security concerns indicate otherwise. Minimum hours of visitation shall be consistent with CDCR regulations. Contractor shall provide video conference visitation services at each Facility, and at Contractor's expense (see Section 4.08 above). If space is available at the Facility and at the request of CDCR, Contractor shall provide space appropriate for conjugal visits. The provisioning of said space shall be the expense and obligation of Contractor.

Section 4.16 Offender Property.

CDCR Offenders shall be allowed to possess personal property as outlined in Title 15. Exclusions may be granted based on facility security requirements. Contractor shall provide the CDCR allowable property lists prior to the implementation of this agreement. With the consent of CDCR, Contractor may permit items of property not allowable in California facilities. It shall be the responsibility of Contractor to insure that any such property is not returned with the inmate on the inmate's return to California. Contractor will follow CDCR regulations on disposition of property.

Section 4.17 Offender Appeals.

The Contractor will handle all CDCR Offender appeals/grievances related to Facility issues consistent with Facility policy and procedures (**with CDCR approval**). CDCR Offenders shall file appeals to CDCR for non-facility related issues and medical claims. CDCR shall retain final authority on all issues of appeal. A monthly summary of appeals by volume and type will be provided to the CDCR Contract Monitor

Section 4.18 Access to Courts.

The Contractor will ensure all CDCR Offender court related access is in compliance and consistent with the provisions of Department Operations Manual and California Code of Regulations, Title 15. The Contractor will provide opportunity for meaningful access to federal and California State legal materials at the Facility in accordance with security and operating needs. Contractor will provide CDCR Offenders in segregation and protective custody access to the law library collection established pursuant to this section providing their participation is consistent with the safety and security of the Facility pursuant to CDCR regulations. If direct access cannot be provided CDCR Offenders in segregation or protective custody, a process shall be established allowing CDCR Offenders in segregation or protective custody to request reasonable numbers of materials from a law library. The Contractor shall provide CDCR legal materials required to meet constitutional standards via computer and appropriate software including California specific material. The Contractor shall provide a secure and monitored location to house said computer and associated peripherals. The Contractor shall provide federal law material; typewriters, including ribbons, and typing paper; notary services; copying services, including copier paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent CDCR Offenders. CDCR Offenders need not be afforded access to copiers; however, the Contractor shall provide a copy of specific information, such as a page from a law book, upon request by a CDCR Offender. A common copy fee shall be

set by the Contractor. The Contractor shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.19 Offender Records and Progress Reports.

- 4.19.1 The Contractor will handle all CDCR Offender Records and insure compliance consistent with the provisions of DOM and Title 15. Offender institutional records regarding CDCR Offenders while at the Facility shall be collected and maintained on-site by the Contractor in accordance with CDCR record keeping practices and operating requirements governing confidentiality. The inmate files will not be maintained inside housing units or easily accessible to the inmate population. Upon request, all records, reports, and documents related to CDCR Offenders, including employee records, shall be made available immediately to the CDCR Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the CDCR and additional information compiled while the CDCR Offender was at the Facility will be forwarded to the CDCR. The record consists of reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the CDCR Offender.
- 4.19.2 The Contractor shall define a local level of case planning, subject to CDCR review and approval. Case planning information will be included in each CDCR Offender's progress report prepared by the Contractor and submitted to CDCR once per year as designated by the CDCR Contract Monitor. The progress report shall include narrative sections describing the following subjects: programming; serious infraction record; medical; mental health; community support; counselor comments; recommended custody and placement changes; and offender comments. A copy shall be provided to the CDCR Offender. CDCR Offender's appeals of the counselor comments/recommendations in the progress report shall be appealed to the CDCR.
- 4.19.3 All warrants/holds/detainers received by the Contractor for a CDCR offender shall be forwarded to the CDCR Contract Monitor within 24 hours.
- 4.19.4 Contractor will provide approved, selected CDCR medical personnel electronic access to the Contractor's Electronic Medical Record (IMS 2). All access will comply with HIPPA.

Section 4.20 Transportation & Security.

The Contractor will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. The Contractor will provide transportation (transportation security procedures/staffing levels to be provided by Contractor prior to signing this agreement) to and from medical appointments, emergency medical care, and state and federal court appearances within a 150 mile radius of the Facility at Contractor's cost.

Section 4.21 Removal of Offenders from the Facility.

Except for emergency health care needs, CDCR Offenders shall not be assigned from the Facility without prior written authorization from the CDCR Contract Monitor.

Section 4.22 Use of Force.

The Contractor's use of force policy and training program for security staff shall be approved by the CDCR prior to offenders being transferred to the Facility and consistent with the CDCR Use of Force Policy as well as any other applicable use of force law applicable to the Facility or its operations. Following any use of force involving injuries, an incident report shall be prepared and the CDCR staff shall be notified pursuant to Section 4.21 "Notification of Incidents, Emergencies, and Escapes." Videocopies of Use of Force incidents and all applicable reports will be provided to CDCR. Any incidents of inappropriate or excessive force will be immediately reported to CDCR and local law enforcement.

Section 4.23 Escapes.

In the event of an escape by a CDCR Offender(s) from the Facility's physical custody, the Contractor shall, in addition to efforts to apprehend such CDCR Offender, immediately notify the CDCR Administrative Officer of the Day, CDCR I.D./Warrants Unit, and the local law enforcement agencies as required by state statute in the same manner it uses for any other Facility escapees. Contractor is responsible for reasonable costs associated with an escape, including the cost to dispatch CDCR personnel to assist in the apprehension or conduct an after action review, and including all costs associated with any such escape which are assessed against CDCR by third parties.

Section 4.24 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.

4.24.1 The Contractor will handle all CDCR Offender related incidents, emergencies, and escapes in compliance with the provisions of DOM and Title 15. Incidents involving/impacting CDCR Offenders are to be reported using the established CDCR-approved reporting format. Such incidents are to be reported to the CDCR Contract Monitor as soon as reasonably practical after the incident occurrence. The Contractor and CDCR will provide each other with a list of names, phone numbers, and fax numbers for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving any offender, the Contractor will send to the CDCR Contract Monitor reports on the incident on a timely basis.

4.24.2 The Contractor will handle all CDCR Offender disciplinary related matters according to the applicable provisions of DOM and CCR Title 15. CDCR will provide annual training regarding their policies and procedures and STG to Contractor's personnel at CDCR Headquarters in Sacramento, California, as CDCR or Contractor may request. Contractor shall be responsible for all expenses associated with the transporting of Contractor's employees to Sacramento for such training. CDCR shall not charge Contractor for such training, nor be at any expense in providing such training to Contractor's employees.

Upon the contract monitor's request, within 14 days following any incident a critical incident review will be conducted to evaluate any deficiencies or training needs, and a plan of action will be completed on any items requiring corrective action.

4.24.3 The Contractor will notify the CDCR Contract Monitor or COCF AOD immediately (24 hours a day) by telephone for any:

- a) Offender escape;
- b) Use of deadly force;
- c) Any use of force;
- d) Assault, including sexual assault, by an employee, offender, or civilian;
- e) Disturbance involving three or more offenders;
- f) Death of an offender;
- g) Rape of an offender;
- h) Property destruction rendering a living unit or support service area unusable;
- i) Hostage situation;
- j) Any serious interruptions to Institutional services;
- k) Felony behavior by staff or inmates involving CDCR.

All other incident reports, medical pre-authorizations, notices of emergency, medical treatments, and removal of Offenders from the facility shall be faxed to the CDCR Contract Monitor within 24 hours of the incident. The Contractor shall inform the CDCR of all significant incidents involving CDCR Offenders assigned to the Facility within 24 hours of occurrence. Significant Incidents include serious infractions, offender deaths, and all non-routine offender movement from the Facility, including emergency medical moves and removals from population to a Facility deemed appropriate and operated by the Contractor, and other such moves. Incidents described in this section shall be reported to appropriate CDCR staff as described CDCR.

- 4.24.4 Disciplinary reports, reclassification requests, or diagnoses that an offender has a serious medical condition shall be mailed to the CDCR Contract Monitor and Receiver's Healthcare Monitor, if designated, weekly. Additionally, the Contractor shall forward to the CDCR Contract Monitor a monthly report detailing the disciplinary actions taken on CDCR Offenders. The content and form of the report will be mutually agreed upon by both parties to this Agreement. Daily offender movement sheets shall be faxed to the Contract Monitor as well.
- 4.24.5 The Contractor will provide a monthly Compstat report to the CDCR Contract Monitor that chronicles/summarizes significant activities occurring during the preceding month.
- 4.24.6 The Contractor shall furnish copies of any regularly generated reports that are requested by the CDCR except for those reports which contain confidential financial or company proprietary information unrelated to CDCR Offender case, custody or housing.

Section 4.25 Earned Time/Good Time.

The Contractor shall furnish specific information to the CDCR for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the CDCR.

Section 4.26 Sentence Computation.

The Contractor will furnish the CDCR with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The final decision with respect to sentence computation rests with CDCR. Sentence computation will be done by the CDCR. The CDCR will furnish adjusted release dates to the Contractor as necessary.

Section 4.27 Classification.

The Contractor will handle all CDCR Offender classification and ensure compliance consistent with the applicable provisions of DOM and Title 15. Any offender may be administratively transferred to a higher security level pending approval by the CDCR, provided however no such transfer shall occur for punitive reasons. No offender may be transferred to a lower security level without prior approval of CDCR. Contractor must adhere to all ACA, NCCHC, Court mandates and CDCR regulations concerning CDCR inmate placement into administrative segregation including but not limited to those specific guidelines applicable in the Coleman class action as applied to Coleman class members placed in administrative segregation. In the event of a conflict in application of the above, the CDCR contract monitor shall be consulted for appropriate action.

Section 4.28 Facility Space for Hearings, Inspections, Audits, and Contract/Healthcare Monitors.

4.28.1 Adequate facilities for any hearings, inspections, audits, and related CDCR case management activities, including furniture, equipment, on-site clerical support, and security staff, shall be made available to CDCR employees or designated representatives.

4.28.2 Unless required more frequently by law, standard and/or corporate/local policy, the Contractor will complete documented formal inspections of the following areas, according to stipulated schedule:

Security	per shift
Sanitation	monthly
Fire/Safety	quarterly
Environmental Health	annually

Copy of the inspection reports, including QA reports and plans of correction will be submitted to the CDCR Contract Monitor, to include action taken to correct noted deficiencies to date. Plans of Correction will be updated monthly until action item(s) are resolved. Proof of practice may be requested by CDCR.

4.28.3 The Facility will complete audits in accordance with CCA policy and ACA standards. CDCR may also conduct audits, and a copy of any such audits shall be provided to Contractor. CDCR may make a request for a Plan of Correction from Contractor to be provided within 30 days.

Section 4.29 Public Information.

The Contractor will process all CDCR Offender publicity issues or requests for information consistent with the applicable provisions of DOM and Title 15. Contractor shall not be authorized to release publicity concerning CDCR Offenders. They shall not release personal histories or photographs of CDCR Offenders or information concerning their arrivals or departures, except as provided herein. All requests shall be forwarded to the CDCR Office of Communications (see Section 2.05). Contractor shall notify COCF of any known or anticipated significant media issues involving any inmates housed in Contractor's facilities.

Section 4.30 Inspections.

The CDCR and / or Receiver shall have the right to inspect and/or audit the Facility at its discretion with or without advance notice. Contractor reserves the right to deny access during off hours (defined as the period between 8PM and 8AM) to individuals not identified previously to them either in this contract or otherwise in writing. In such event, prior to denying authorization, Contractor shall first contact the CDCR Contract Monitor for direction and/or approval authority. Contractor reserves the right to request proper identification prior to admission in all cases.

Section 4.31 Offender Account Deductions (Restitution) Collection and Accounting.

Contractor shall be responsible for collecting restitution from the wages and account deposits of inmates who owe restitution, pursuant to Penal Code § 2085.5, as further detailed in Regulations Title 15 Section 3097.

As of the date of this contract, that amount is 55%, plus 10% administrative fee, for a total of 55% of the inmate's wages and deposits.

By entering into this agreement, Contractor acknowledges that Contractor is responsible for satisfying CDCR's restitution obligations under such regulations as they currently exist and as they may be amended in the future.

Contractor shall collect restitution fines beginning with the oldest first. Contractor shall collect direct orders of restitution when notified by CDCR to activate the direct order, in which case it shall be collected upon as first priority, above any restitution fines, as expressed in penal code § 2085.5.

Contractor shall hold such funds in an interest-bearing account in trust for State for the purposes set forth in said statute and regulations, and shall not commingle such funds with Contractor's own funds or with any other funds. The Contractor shall also ensure that the restitution collections and administrative fees are not commingled and are submitted to the Department separately (by separate checks). Note – fines and direct orders may have the same case number but must be accounted for separately.

Contractor shall at all times keep an accurate and up-to-date accounting of all such funds and restitution information, and shall remit the inmate fund collections and associated inmate case information to CDCR as directed. By the 10th of each month following collections, Contractor shall forward the amount of restitution and administrative fees to Inmate Trust Control Accounting Unit, P.O. Box 1046, Folsom, CA 95763-1046. The remittance shall include an itemized statement which includes the CDCR number, inmate name, case number, sentencing date, sentencing

county, designation of fine or direct order, original fine/order amount, amount of restitution collected, date(s) of deductions, amount of administrative fees collected and balance still owing. The remittance must be subtotaled by restitution fines and direct order amounts. In addition, Contractor shall timely provide an accounting of all such funds to CDCR at any time upon request.

Any such restitution funds remaining in Contractor's possession at the end of the contract shall be remitted to the State for proper disposition pursuant to said Statute and regulations.

CDCR is midway to completion of a new accounting system that will replace and centralize all restitution, accounting, and canteen records into a single database and system at CDCR headquarters. This system, called the CDCR Restitution, Accounting, and Canteen System (RACS) is currently scheduled to be completed in 2008, although CDCR can not provide a guaranteed completion date due to factors outside of CDCR's control.

Upon completion of the RACS system, the Contractor shall receive and transmit the restitution collection data through an electronic interface with CDCR. The design, testing, and documentation of the Contractor's interface shall be subject to CDCR's approval and must be utilized and supported without additional cost to CDCR.

Section 4.32 Policy and/or Procedure Changes.

The Contractor will process all policy and procedural changes consistent with the applicable provisions of DOM and Title 15. The Warden shall be responsible to post CDCR regulatory or court mandated notices to inmates, and shall substantiate such postings on the applicable CDCR form.

Section 4.33 Quality Assurance and Initial Security Audit.

The Contractor shall perform customary and usual Quality Control Audits of the facility and associated Corrective Plans of Action and provide those audits and Corrective Plans of Action to CDCR upon completion. At the request of CDCR, Contractor agrees to include in those audits, such items for review (in addition to those reviewed in the previous audit,) such items as CDCR may reasonably request. CDCR shall be responsible for providing such reports and Plans of Correction to the Receiver and Special Masters and shall advise Contractor when providing such reports.

Contractor will have routine physical plant maintenance schedule and review of the compliance with scheduled maintenance shall be a part of the QA process. Any significant issues will be reported to the contract monitor.

Section 4.34 Tobacco – Prohibitions

Consistent with Title 15, no CDCR offender will be allowed to use, possess, or purchase any tobacco products. Nor shall they be subject to second hand smoke from staff or offenders from other jurisdictions who may be housed in the Facility.

Section 4.35 Lockdown.

Contractor must report any lockdowns of the CDCR inmate populations, including compilation of CDCR documentation. Contractor must submit a written unlock plan for approval by Contract Monitor prior to resuming normal or modified program.

Section 4.36 Research.

No research on CDCR offenders shall be conducted without prior written CDCR approval. Contractor shall comply with CDCR research requests regarding CDCR offenders to the extent such requests do not result in increased costs to Contractor or cause staff to deviate from primary duties.

Article V

FACILITY EMPLOYEES

Section 5.01 Independent Contractor.

The Contractor and its employees are associated with CDCR only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services set out herein, the Contractor is and shall be an independent Contractor and, subject to the terms of this Agreement, shall have the sole right to manage the operations of the Facility. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Facility nor any agent or employee of the Contractor has the authority, actual or implied, to bind, incur liability, or act on behalf of CDCR or the State. Neither the Contractor nor any agent or employee of the Contractor shall accrue leave, retirement, insurance, bonding or any other benefit afforded to the employees of California as a result of this Agreement.

Section 5.02 Personnel.

Personnel shall be retained to deliver Twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with Contractor operating requirements. All personnel shall be hired and background checks conducted in accordance with Contractor personnel policies and procedures. Such policies and procedures, including a position description that clearly states the experience and skill requirements of the position shall be provided for all facility management positions. CDCR shall be notified in the event of a vacancy in a management position affecting CDCR populations.

Contractor shall take under advisement legitimate CDCR requests that specific staff, contractors or volunteers not be allowed to work with or in proximity of CDCR offenders. Contractor shall make all efforts to reasonably comply with such requests.

Section 5.03 Training.

All personnel shall be trained in accordance with Contractor personnel policies and procedures. If desired, CDCR agrees to provide such training to Contractor's personnel on CDCR's policies and procedures as Contractor may reasonably request. Said training shall be conducted at CDCR

Headquarters in Sacramento, unless CDCR agrees otherwise. Costs associated with said training shall be borne by Contractor. CDCR shall make no charge for such training, and shall bear no expense in connection therewith.

Contractor agrees to run simulated drills (i.e. alarm response drills, man-down drills, SORT training, escape pursuit and staff accountability drills) as needed to ensure the safe operation of the facilities. Contractor and CDCR will establish a mechanism to track these drills.

Section 5.04 Worker's Compensation.

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

Section 5.05 CDCR Non-Liability for Injuries Caused by Inmates.

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

Article VI

COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders.

The terms of this Agreement apply only to CDCR Offenders. Nothing in this Agreement shall be construed to impose upon the CDCR any financial or other obligations for any non-CDCR Offender housed in the Facility. The Contractor's costs of operations including start-up expenses, legal

services and the risks of physical damage to the Facility incurred as a direct result of the placement of a CDCR Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the compensation set forth herein.

Section 6.02 Payment.

- 6.02.1 , Through November 3, 2009 CDCR shall pay directly to Contractor a per offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Florence Correctional Facility, West Tennessee Detention Center, Tallahatchie County Correctional Facility and the North Fork Correctional Facility. From November 4, 2009 to June 30, 2011 CDCR shall pay directly to Contractor a per offender per day (per diem) rate of \$65.00 for offenders housed at the above facilities.
- 6.02.2 Through June 30, 2011, CDCR shall pay directly to Contractor a per offender per day (per diem) rate of \$72.38 for each CDCR Offender housed at the CDCR Eloy Facility.
- 6.02.3 Reimbursable Expenses as set forth in Sections 3.03, 3.04, 4.03.1 and 4.03.3 of this Agreement or such other sections as may set forth a CDCR cost reimbursement obligation.

Section 6.03 Change in Scope of Services.

The parties recognize that they have entered into this Agreement based upon currently existing operating requirements. Should a change in any of these requirements occur which necessitates a change in the scope of services and/or necessitates additional services so as to increase or decrease the cost of operating or performing other services as contemplated by this Agreement, either party may present documentation to support an increase or decrease to the per diem rate. Thereafter, the parties will use their best efforts to arrive at a mutually accepted increase or decrease in the per diem rate. Specifically it is understood that CDCR may require additional medical and healthcare staffing above that as shown in the staffing information provided by Contractor (Said staffing information is attached hereto as Attachment B, and is incorporated into this agreement by reference and specifically made a part hereof). In said event CDCR agrees to bear the actual cost incurred by Contractor in providing those additional medical and healthcare services.

Section 6.04 Billings.

Contractor will submit detailed invoices for payment of the compensation payable by CDCR to Contractor pursuant to the terms of Section 6.02, above, with supporting documentation to CDCR, in arrears on a monthly basis within five business days of month end, though the failure to do so shall not negate the obligation of CDCR to pay such invoice. CDCR will make payment within 45 days of receipt of the invoice.

Section 6.05 Taxes/Utilities.

Contractor shall pay all local, state, federal taxes and all utilities charged, incurred, or imposed with respect to the Facility.

Article VII

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Indemnification.

The Contractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting there from) to all persons, whether employees of the Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of the Contractor (including its officers, directors, employees, subcontractors, or agents) in performance of the duties of this Agreement. If any claims for such damage or injury (including death resulting there from) be made or asserted, whether or not such claims are based upon the Contractor's (including its officers, directors, employees, subcontractors, or agents) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the Contractor agrees to indemnify, defend and hold harmless, the State and CDCR, their officers, agents, servants and employees, and the Receiver appointed in the Federal case of Plata v. Schwarzenegger, from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, that the State and CDCR, their officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and the Contractor agrees to and does hereby assume, on behalf of the State and CDCR, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, CDCR or their contractors (if any), their officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State and CDCR, their officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, their officers, agents, servants or employees in any such action.

As part of the Contractor's assumption of all responsibility and liability for any and all damage or injury as detailed above, the Contractor further agrees to hold harmless, defend and indemnify the State and CDCR for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State, CDCR or the Contractor as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the Contractor hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any Contractor or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the Contractor. The Contractor also agrees to assume responsibility for, hold harmless, defend and indemnify the State and CDCR for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the Contractor, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the Contractor on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of

any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

Section 7.02 Legal Proceedings.

The Contractor shall not be responsible for defending any post conviction action, including appeals and writs of habeas corpus by any offender challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 7.03 Insurance.

The Contractor is responsible for obtaining and maintaining adequate insurance coverage as required herein. The Contractor shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of California and its respective agencies shall be included as additional insureds under the policy of general liability insurance coverage issued to the Contractor. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insureds. Vehicle liability coverage for all vehicles used by the Contractor shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

The Contractor shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by law for all employees of the Contractor.

The Contractor shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the Contractor to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The Contractor shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the Contractor under this Contract and for which the Contractor may be liable to the State or CDCR under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

All insurance coverage shall be obtained by the Contractor through an insurance agent licensed in the state where the Facility is located and such coverage shall be provided by an insurance company licensed to issue such coverage in such state. No "self-insurance" coverage shall be acceptable unless the Contractor is licensed or authorized to self-insure for a particular coverage in

the state where the Facility is located, or is an insured member of a self-insurance group that is licensed to self-insure in such state. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State and CDCR.

All insurance coverage required to be obtained by the Contractor shall continue in full force and effect during the term of the Contract and any extension thereof. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in the state where the Facility is located and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The Contractor may choose the amount of deductible for any of the insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

The Contractor is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum the Contractor may wish to purchase for its own benefit.

As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

Section 7.04 Certificate of Insurance and Cancellation.

During the performance of the management services hereunder, the Contractor shall maintain the plan of insurance and submit a Certificate of Insurance to CDCR for the mutual protection and benefit of it and CDCR, naming CDCR as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the Contractor's operation and management services hereunder, whether same be by the Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CDCR shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to CDCR at least fifteen (15) days after receipt by Contractor.

Section 7.05 Defense/Immunity.

By entering into the Contract, neither the State, CDCR nor the Contractor waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the Contractor may not assert the defense of sovereign immunity.

Section 7.06 Notice of Claims.

Within ten (10) business days after receipt by CDCR, or of any agent, employee or officer of CDCR, of a summons in any action, or within ten (10) business days of receipt by CDCR, or of any agent,

employee or officer thereof, of notice of claim, CDCR, or any agent, employee or officer, shall notify the Contractor in writing of the commencement thereof. The notice requirement is intended to ensure that the Contractor's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in the Contractor's refusal to indemnify CDCR or any agent, employee or officer, but only if such failure to notify results in a prejudice to the Contractor, CDCR or any agent, employee or officer. The Contractor will provide CDCR similar notice of claims.

Section 7.07 Prior Occurrences.

The Contractor shall not be responsible for any losses or costs resulting from offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

Section 7.08 Waiver.

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 7.09 Risk of Physical Damage to Facility.

The risks and costs of physical damage to the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per offender day as provided in Article VI. This does not preclude Contractor from taking action against an offender who causes such damages.

Article VIII.

DEFAULT AND TERMINATION

Section 8.01 CDCR Default.

Failure by CDCR to pay any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due shall constitute an Event of Default on the part of CDCR, provided such failure to pay shall not constitute an Event of Default if CDCR has withheld any payment to Contractor pursuant to statutory authority.

Failure by CDCR to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the Contractor.

Section 8.02 Contractor Default.

Each of the following shall constitute an Event of Default on the part of the Contractor:

- 8.02.1 The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by Contractor hereunder, which such failure continues for a period of thirty (30) days after Contractor has received a written notice of deficiency from the Contract Monitor.
- 8.02.2 The failure of Contractor to meet or comply with any applicable federal or state requirement or law, which such failure continues for a period of thirty (30) days after Contractor has received a written notice of deficiency from the Contract Monitor.
- 8.02.3 The failure of Contractor to comply with any applicable CDCR policy for which Contractor has not received a prior written waiver from CDCR, when such failure continues for a period of thirty (30) days after Contractor has received a written notice of deficiency from the Contract Monitor. Provided however, the Contract Monitor shall not unilaterally provide written notices of deficiency regarding any areas where there is a conflict between Governing Standards, pursuant to Section 9.29 and until the Contractor and CDCR have had an opportunity to mutually agree upon the appropriate Governing Standard pursuant to Section 9.29.
- 8.02.4 If Contractor (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within sixty (60) days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.
- 8.02.5 The discovery by CDCR that any statement, representation or warranty in this Agreement on the part of Contractor is false, misleading, or erroneous in any material respect.

Section 8.03 Notice of Breach.

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Agreement pursuant to Section 2.03 of this Agreement.

Section 8.04 Time to Cure.

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach,

provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Section 8.05 Remedy for Default.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to reducing its claim to judgment, including seeking an award of attorneys fees and costs, taking action to cure the Event of Default, and termination of the Contract.

Section 8.06 Waiver.

No waiver of any breach of any terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 8.07 Termination for Immediate Threat

The requirement of written notice and opportunity to cure as provided in Sections 8.02, 8.03 and 8.04 will not apply if the CDCR, in its sole discretion, determines that a Contractor default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees or offenders. In such event the parties shall mutually cooperate for an immediate return of CDCR offenders consistent with the availability of transportation and housing.

Article IX

MISCELLANEOUS

Section 9.01 Consolidation

Contractor and CDCR shall work in good faith to consolidate the CDCR population into one location as additional bed capacity becomes available in Contractor's system.

Section 9.02 Integration.

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

Section 9.03 Disputes Contract or Billing Disputes

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

Unless provided otherwise at the time of payment, the acceptance by Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Associate Director, Procurement and Contracts Branch (PCB), OBS, a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Karen V. Smith
Associate Director
Procurement and Contracts Branch
Office of Business Services
California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, California 94283-0001

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, PCB, OBS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

- d. Further Resolution - If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Associate Director, PCB, OBS, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

Section 9.04 Computer Software Management Memo.

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Section 9.05 Accounting Principles – No Dual Compensation

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Section 9.06 Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

Section 9.07 Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation;
- b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- c. Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

- a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Out-of-State Administration Unit; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

Section 9.08 Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

Section 9.09 Excise Tax

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Section 9.10 Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in the state in which the facility is located and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Section 9.11 Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an agreement in which he or she is engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by

the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void at the option of CDCR.

Section 9.12 Contractor Employee Misconduct.

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an allegation of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of employee misconduct with inmates and/or parolees, as will assure against a repetition of the incident(s). Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement. Nothing contained in this paragraph shall be deemed to constitute a waiver of any attorney/client privilege or of the work product doctrine privilege.

The Contractor shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the Contractor shall report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the Contractor's facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided the Contractor has evidence-based, reasonable suspicion of the crime or offense.

Section 9.13 Equal Employment Opportunity.

Contractor agrees to comply with all Equal Employment Opportunity laws applicable to the operation of the facility in State.

Section 9.14 Binding Nature

Upon its execution by both parties, this Agreement shall be binding on the parties.

Section 9.15 Invalidity and Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision

hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

Section 9.16 Jurisdiction and Venue.

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

Section 9.17 Subcontracting and Assignment.

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the CDCR and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CDCR for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the CDCR'S obligation to make payments to the Contractor. As a result, the CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Section 9.18 California General Terms and Conditions – Incorporation by Reference.

By reference, all of the State of California's General Terms and Conditions posted on the California Department of General Services' internet address at: <http://www.documents.dgs.ca.gov/ols/GTC-306.doc> are incorporated herein.

Section 9.19 Notices.

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

All notices will be sent to:

CDCR: Notice information to be provided prior to occupancy.

Contractor: Notice information to be provided prior to occupancy.

Section 9.20 Confidentiality of Records.

CDCR and Contractor agree that all inmate records and inmate/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Contractor by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations 9cfr), Title 45, Sections 164.501 et seq.); the California Government Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Section 9.21 Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations.

Unless otherwise provided, and when appropriate, Contractor agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR and the Contractor.

Section 9.22 Reporting.

Contractor shall submit to the CDCR Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in the Contractor's duties and obligations, regarding the performance of the Agreement. Such written analysis shall be in accordance with the procedures developed and prescribed by the CDCR. The preparation of reports in a timely manner shall be the responsibility of the Contractor and failure to comply may result in delay of payment of funds. Required reports shall be submitted to the CDCR not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.23 Records.

Unless otherwise provided: Contractor shall compile and maintain a complete file of each CDCR Offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this Agreement, including medical, counseling, classification and disciplinary documents, in individual files. Further, the Contractor shall permit the CDCR or its designated representative to audit, inspect, and copy such files and records during the term of this Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement. Such files and records will be deemed to be the property of the CDCR and shall be available for inspection by the CDCR and shall be returned to the CDCR upon discharge of a CDCR Offender from Facility. The Contractor may keep copies of said documents as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by CDCR. No files or records in which a CDCR Offender is individually identifiable by name, shall be released to any third party without express, advance authorization of CDCR, except in medical emergencies.

9.23.1 The Contractor shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the

delivery of services under this Agreement. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which an Agreement payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Facility records. The CDCR's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which the Contractor sought reimbursement under this Agreement.

9.23.2 All such records, documents, communications and other materials shall be the property of CDCR and shall be maintained by the Contractor, in a central location with a designated custodian, on behalf of CDCR, for a period of three (3) years from the final payment of this Agreement, or until an audit had been completed with the following qualification: If an audit by or on behalf of the federal government had begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit finding.

9.23.3 Contractor shall permit the CDCR to audit and/or inspect its records during the term of this Agreement and for a period of three (3) years following the termination of the Agreement to assure compliance with the terms hereof or to verify actual costs subject to reimbursement under this Agreement.

Section 9.24 No Third Party Benefit.

This Agreement shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any CDCR Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. CDCR Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

Section 9.25 Survival of Certain Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the CDCR as provided herein in the event of such failure to perform or comply by Contractor.

Section 9.26 Counterparts/Facsimile Signature.

This agreement may be executed in counterparts. The parties shall exchange their executed counterpart to each other, both by first class mail .The parties may treat a facsimile signature as a valid signature and when both parties have executed this agreement, they may transmit their signature on the contract to the other, and when mutually exchanged by facsimile, this agreement may be deemed fully executed.

Section 9.27 Amendment.

This Agreement shall not be altered, changed or amended except by mutual consent of the parties in writing.

Section 9.28 Governing Standards.

In the event of a conflict between any of the governing standards, rules, regulations, policies or procedures referenced herein, including, but not limited to ACA, NCCHC, Title 15, Contractor policy and procedure, CDCR DOM, and CDCR rules, regulations and policies, then the Contractor and CDCR shall mutually agree upon the standard, rule, regulation, policy or procedure to be followed. If the CDCR Contract Monitor and Facility Warden are unable to reach agreement within three (3) days, the conflict shall be resolved by the Contractor Chief Corrections Officer and CDCR Health Care Officer. The parties shall make a good faith effort to resolve the conflict and neither party shall unreasonably withhold their approval. In resolving the conflict, the parties shall take into account facility issues such as security and uniformity of polices as well as specific needs of CDCR offender management. This provision shall not apply if compliance with a standard, rule, policy or procedure is required by court order.

Section 9.29 ADA.

Contractor agrees that by signing this Agreement, it is assuring CDCR that it complies with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq, as applicable, which prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the ADA.

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1, Rate Sheet, which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
Headquarters' Accounting Office
Attention: Accounts Payable
1515 "S" Street, Room 214 South
Sacramento, CA 95814

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Payment Provisions

Section 6.02 Payment

- 6.02.1** Through November 3, 2009 CDCR shall pay directly to Contractor a per offender per day (per diem) rate of \$63.00 for each CDCR Offender housed at Florence Correctional Facility, West Tennessee Detention Center, Tallahatchie County Correctional Facility and the North Fork Correctional Facility. From November 4, 2009 to June 30, 2011 CDCR shall pay directly to Contractor a per offender per day (per diem) rate of \$65.00 for offenders housed at the above facilities.
- 6.02.2** Through June 30, 2011, CDCR shall pay directly to Contractor a per offender per day (per diem) rate of \$72.38 for each CDCR Offender housed at the CDCR Eloy Facility.
- 6.02.3** Reimbursable Expenses as set forth in Sections 3.03, 3.04, 4.05.1 and 4.05.2 of this Agreement or such other sections as may set forth a CDCR cost reimbursement obligation.

Section 3.03 Transfer/Delivery of Offenders

- 3.03** At the request of CDCR, the Contractor shall be responsible for the transporting of offenders to and from CDCR to the Facility. The parties agree to cooperate and coordinate their procedures regarding transport so as to minimize the expense associated with such transfers. All required offender local transportation to and from the Facility (e.g., for offsite medical care) shall also be provided and paid for by the Contractor. Upon the request of the Contractor and with prior written approval of the CDCR Contract Monitor, Contractor shall be entitled to transfer a CDCR Offender from one facility to another, provided the facility receiving the transferred CDCR Offender is operated by Contractor pursuant to an agreement between CDCR and Contractor or between CDCR and an entity with which Contractor has an operating contract. Contractor agrees to follow California staffing requirements on any local CCA provided transport..

Section 3.04 Costs of Transport of Offenders between Facility and CDCR

- 3.04** CDCR shall reimburse Contractor for the cost of transporting offenders between the transfer point in California and Facility, and between Facility and transfer point in California as follows:
- A. Cost of airframe and crew ("charter costs") at actual cost. Contractor agrees to provide CDCR with the cost quote for any transfer and CDCR shall have 48 hours to approve or reject that quote. If CDCR rejects a quote, CDCR shall cooperate with Contractor to obtain a replacement service provider to provide the same service at a rate acceptable to CDCR. If a better quote cannot be obtained through these efforts, CDCR agrees to allow Contractor to utilize the initial provider.

- B. Costs of guarding to be reimbursed to Contractor at their cost of salary and fringe benefits for each guard accompanying the transportation of offenders. Salary and fringe is defined for this section as actual salary plus 26% of salary in addition thereto to cover the fringe benefits. In addition, Contractor shall be entitled administrative overhead on said amounts calculated for guarding at a rate of 15% of the base salary. Contractor shall be reimbursed for mileage for ground transportation of offenders from the receiving State drop off point to the facility at the rate then in effect and used by the Internal Revenue Service for calculation of mileage.
- C. In the event Contractor requests the return of an offender to California, or the transfer of an offender to another CCA facility, who otherwise meets the criteria of the receiving state and meets the criteria of CDCR and has been placed in a facility with the initial agreement of the Contractor, then in such event Contractor shall be responsible for the transportation and property costs associated with said return.
- D. Contractor shall pay for the cost of four (4) mass airlifts and associated security and other costs from the designated California airport to the North Fork Correctional Facility during the ramp up period for such facility.

Section 4.05 Medical/Mental Health/Dental

- 4.05.1** Costs – The cost of providing on-site medical, mental health or dental services through Facility staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is included in the CDCR Offender per diem rates, except that the CDCR shall pay for:
- a) All expenses in excess of \$2,500 annually per inmate for medically necessary, off site hospital or emergency care. This includes, but is not limited to medical, surgical, mental health, and dental care delivered in an Emergency Room, practitioner's office, or inpatient or outpatient hospital setting. Provided however, Contractor shall be responsible for the costs of any off-site medical care if such care should have been provided on-site through the Contractor's provision of routine medical, dental and mental health services.
 - b) All HIV or AIDS related inpatient and outpatient medical costs and the costs of providing AZT or other medications therapeutically indicated and medically necessary (as defined in the UHR) for the treatment of offenders with HIV or AIDS. Contractor shall notify the CDCR of any offender diagnosed with HIV or AIDS within three (3) working days.
 - c) Costs of Psychotropic medications.
 - d) Any costs associated with DNA testing of offenders.

Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by the Contractor (or state where the Facility is located) are included as part of the per diem rate.

- 4.05.2** A co-pay in the amount of \$5.00 may be charged to CDCR Offenders for certain medical, dental and/or vision services requested / initiated by the offender in accordance with Title 15, Section 3354.2. The co-pay fee will be retained by the CONTRACTOR.
- 4.05.3** The CDCR shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the CONTRACTOR, its employees, or subcontractors or for care which could have foreseeably been prevented.

AGREEMENT NUMBER C07.247
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

<small>STATE AGENCY'S NAME</small>	
California Department of Corrections and Rehabilitation	
<small>CONTRACTOR'S NAME</small>	
Corrections Corporation of America	
- The term of this Agreement is:

Upon Approval	through	June 30, 2011
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- The maximum amount of this Agreement is:

\$ 605,127,673.00	Six Hundred Five Million, One Hundred Twenty-Seven Thousand, Six Hundred Seventy-Three Dollars and Zero Cents.
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- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	49 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Budget Rate Sheets	3 pages
Exhibit C* – General Terms and Conditions	GTC 307

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<p style="text-align: center;"><i>California Department of General Services Use Only</i></p> <p>Exempt per Governor's Proclamation, Prison Overcrowding State of Emergency Proclamation, issued 10-4-2006</p> <p>I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services (DGS) Approval.</p> <p>By: <u>Karen V. Smith</u></p> <p>Date: <u>1/7/08</u></p> <p><input type="checkbox"/> Exempt per:</p>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Corrections Corporation of America		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lucibeth Mayberry, Vice President Business Development		
ADDRESS		
10 Burton Hills Blvd. Nashville, TN 37215		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Corrections and Rehabilitation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<u>1/7/08</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Karen V. Smith, Chief, Service Contracts Section		
ADDRESS		
1515 "S" Street, Room 410S, Sacramento, CA 95811-7243		

California Department of Corrections and Rehabilitation
SCOPE OF WORK

Exhibit A

prohibits discrimination on the basis of disability, and with applicable regulations and guidelines pursuant to the ADA.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement on the date first written above.

CDCR

Scott Kernan,
Chief Deputy Secretary, California Department of Corrections and Rehabilitation
1515 S Street, Suite 502 S
Sacramento, CA 95814



Scott Kernan Date 10-3-07

CONTRACTOR

Lucibeth Mayberry
Corrections Corporation of America
Vice President, Research, Contracts and Proposals
10 Burton Hills Blvd.
Nashville, TN 37215

Lucibeth Mayberry Date

