



Ohio Department of Rehabilitation and Correction

Division of Parole and Community Services
770 West Broad Street
Columbus, OH 43222

John R. Kasich, Governor

www.drc.ohio.gov

Gary C. Mohr, Director

March 25, 2011

Community Residential Center Offerors,

Due to a lack of acceptable proposals from the areas of Lucas, Montgomery and Southeastern Ohio counties in January 2011, the attached Request For Proposal (RFP) is being issued again to these targeted communities only. If you would like to submit a proposal to provide transitional housing to serve these one of these three targeted communities, please complete and submit a proposal according to the guidelines in the attached RFP.

Respectfully,

Kara Peterson

Kara Peterson, Assistant Chief
Bureau of Community Sanctions



OHIO DEPARTMENT OF REHABILITATION AND
CORRECTION

BUREAU OF COMMUNITY SANCTIONS

Request For Proposals

**Community Residential Center:
transitional housing for offenders
released from Ohio Department of
Rehabilitation and Correction
correctional facilities**

**RFP Issued: April 1, 2011
Proposal Due Date: April 29, 2011**

Proposals received after the due date and time will not be evaluated.

Gary Mohr
Director

Sara Andrews
Deputy Director

Alicia Handwerk
Chief

Kara Peterson
Assistant Chief

Part One: Executive Summary

PURPOSE: This is a Request For Proposals (RFP) from the Ohio Department of Rehabilitation and Correction (ODRC) through the Bureau of Community Sanctions (BCS) within the Division of Parole and Community Services (DPCS). BCS is soliciting proposals from private, nonprofit organizations to provide transitional housing for offenders released from ODRC correctional facilities. If a suitable offer is made in response to this RFP, the DPCS, through BCS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how BCS will evaluate the Proposals and what will be required of the Contractor in Performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from July 1, 2011 through June 30, 2012, unless extended or renewed by written Agreement by both parties which will not extend beyond June 30, 2013.

OVERVIEW OF THE PROJECT'S SCOPE OF WORK: The scope of work for the Project is provided in Attachment One of this RFP. This section only gives a summary of that Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

The purpose of this RFP is for BCS to contract with private, nonprofit organizations with experience and expertise in providing housing and housing support services to an adult offender population and that has knowledge of and established relationships with available support services in the community where the proposed housing is located.

BACKGROUND: In Calendar Year 2009, ODRC released 9,754 offenders from prison that were placed under the supervision of the Adult Parole Authority. In Fiscal Year 2010, BCS placed 1,507 offenders released from prison into halfway houses, independent housing and permanent supportive housing that were under the supervision of the Adult Parole Authority. Additionally, BCS placed 2,369 offenders from prison into halfway houses to participate in the Transitional Control program.

Currently BCS contracts with 21 halfway house agencies, 4 independent housing agencies and provides grant funds that are sub-contracted to 7 permanent supportive housing agencies. These 32 agencies providing residential services to offenders released from ODRC correctional facilities are located in 15 counties across the state of Ohio.

ODRC prison staff conducts validated assessments on offenders incarcerated within the prisons to assist in determining the offender's risk to re-offend and the programmatic needs of the offender. In Fiscal Year 2010, of the 3,876 offenders released from prison that were subsequently placed in one of the ODRC funded residential programs, 2,063 (53%) were assessed by ODRC prison staff as low risk to reoffend.

OBJECTIVES: BCS has the following objectives it wants this Work to fulfill and it will be the Contractor's obligation to ensure the personnel the Contractor provides are qualified to perform their portions of the Work.

The objective of this RFP is to contract with private, nonprofit organizations that can provide transitional housing and housing support services to adult offenders released from ODRC correctional facilities in a monitored environment that allows for residents to live independently. The target population for this housing opportunity is offenders released from an ODRC correctional facility under the supervision of Parole, Post-

Release Control or Transitional Control, who do not have an acceptable home/family placement, that are assessed as low risk to re-offend and that may have higher needs that can be met through resources in the community (e.g., offenders with mental health issues). The Community Residential Center is intended as transitional housing until the offender obtains employment or other stable income and appropriate housing.

BCS is targeting certain areas of the state to provide housing based on the number of lower risk homeless offenders returning to various communities over the past fiscal year. These target areas are a guide to Offeror's in understanding where in the state the need exists for transitional housing based on the prior year's data. The counties listed below are to be used as a guide and are not defined boundaries that will be followed in evaluating Proposals. Information below provides additional information on the target areas.

Male Beds: 52 Total Beds

- 1) 21 beds serving the Southwestern Ohio area. Offenders over the past year returned to the following counties in this target area: Greene, Montgomery and Preble county area.
- 2) 21 beds serving the Northwestern Ohio area. Offenders over the past year returned to the following counties in the target area: Fulton, Lucas, Ottawa, Sandusky and Wood county area.
- 3) 10 beds serving the Eastern Ohio area. Offenders over the past year returned to the following counties in the target area: Columbiana, Jefferson, Carroll, Guernsey, Monroe, Muskingum and Washington county area.

CALENDAR OF EVENTS: The schedule for the Project is given below and is subject to change. BCS may change this schedule at any time.

DATES:

FIRM DATES:

RFP Issued:	April 1, 2011
Inquiry Period Begins:	March 25, 2011
Inquiry Period Ends:	April 22, 2011
Proposal Due Date:	April 29, 2011

ESTIMATED DATES:

Site Visit Award Letters Issued:	May 6, 2011
Contract Award Notification:	May 27, 2011

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION: This RFP is organized into five (5) parts and three (3) attachments.

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PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS: The following person will represent BCS:

Kara Peterson, Assistant Chief
Ohio Department of Rehabilitation and Correction
Bureau of Community Sanctions
770 W. Broad Street
Columbus, Ohio 43222
Kara.peterson@odrc.state.oh.us

INQUIRIES: Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry Offerors must email the contact listed above. The email must contain the following information:

1. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
2. Name of the prospective Offeror.
3. Representative's business phone number.
4. Representative's email address.
5. A reference to the relevant part of this RFP.
6. The heading for the provision under question.
7. The page number of the RFP where the provision can be found.

Offeror's submitting inquiries will receive an email the same business day acknowledging receipt of the inquiry. BCS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. BCS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on the details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts, BCS will use its discretion in deciding whether to provide answers as part of this RFP process.

BCS is under no obligation to acknowledge questions submitted through the inquiry process if those questions are not in accordance with these instructions or deadlines.

ADDENDA TO THE RFP: If BCS decides to revise this RFP before the Proposal due date, an addendum will be announced on the ODRC Web site.

Offerors may view addenda using the following process:

1. Access the ODRC Web site at <http://www.drc.ohio.gov/>
2. From the navigation bar at the top, select "Organization".
3. From the drop down menu under "Organization", select "Parole and Community Service".
4. From the drop down menu under "Parole and Community Service", select "Bureau of Community Sanctions".
5. Under the heading "Independent Housing" click the link 2011 RFP.

When an addendum to this RFP is necessary, BCS may extend the Proposal due date through an announcement on the ODRC Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When BCS issues an addendum to the RFP after Proposals have been submitted, BCS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel the addendum changes the nature of the transaction to the extent the Offeror's Proposal is no longer in its interests. Alternatively, BCS may allow Offeror's that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever BCS issues an addendum after the Proposal due date, BCS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Anytime BCS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if BCS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, BCS may limit the nature and the scope of the modifications. Unless otherwise stated in the notice by BCS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to BCS at the address and in the same manner required for the submission of the original Proposals. Any Modification that is broader in scope than BCS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL: Each Offeror must submit its Proposal in a sealed envelope/package that is clearly marked Community Residential Center 2011 Proposal on the outside of the envelope/package. Each Offeror must submit one (1) original, completed and signed in blue ink, and two (2) copies for a total of three (3) Proposal packages.

Proposals are due no later than the Proposal due date, at 1:00 p.m. Proposals submitted by email or fax are not acceptable and will not be considered. Proposals must be submitted to:

Ohio Department of Rehabilitation and Correction – Central Office
Attn: Bureau of Community Sanctions
770 W. Broad Street
Columbus, Ohio 43222

BCS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. BCS recommends Offerors submit Proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. BCS will reject late Proposals regardless of the cause for delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. BCS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits BCS from awarding a contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying BCS of such finding.

BCS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the Procedure for participating in the RFP process, or the Offeror’s proposal fails to meet any requirements of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

Confidential Information: BCS procures services through a Request For Proposal (RFP), in a transparent manner. As such, the process to procure services by BCS is open to inspection by the public. BCS makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information BCS uses in evaluating and/or awarding the Contract. Further, BCS will open for public inspection all Proposals provided to BCS in response to this RFP.

Therefore, an Offeror should not provide BCS with any information the Offeror wishes BCS not to provide to the public pursuant to a public request for such information. (Note: BCS will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand all Proposals and other material submitted will become the property of the State and may be returned only at the State’s option. Proprietary information should not be included in a Proposal or supporting materials because BCS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. BCS shall review such requests provided the following:

1. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission; and
2. The Offeror submits the designated material in a sealed container clearly marked “Confidential” and such material is readily separable from the Proposal.

BCS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with BCS. If BCS determines the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that BCS needs such information in the evaluation of the proposal or the information does not meet a statutory exception to disclosure, BCS will make the information available to the public. BCS will inform the Offeror, in writing, of the information BCS does not consider confidential for purposes of public disclosure.

Upon receipt of BCS’ determination that all or some portion of the Offeror’s designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request BCS evaluate the Proposal without certain information BCS deemed "public" (BCS will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request BCS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as "Confidential", it will be determined the Offeror waived any right to assert such confidentiality.

BCS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, BCS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS: BCS may waive any defects in any Proposal or in the submission process followed by an Offeror. BCS will only do so if it believes it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS: BCS accepts multiple Proposals from a single Offeror, but BCS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. BCS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS: Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS: Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

BCS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

BCS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether BCS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS: The evaluation process consists of, but is not limited to, the following steps:

1. Initial Review: BCS will review all proposals received before the Proposal Due Date for format and completeness. BCS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, BCS will continue to evaluate the Proposal.
2. Proposal Evaluation: The BCS Assistant Chief responsible for this RFP will forward all timely, complete and properly formatted Proposals to an evaluation committee, which the BCS Assistant Chief will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal the BCS Assistant Chief has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria and BCS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendation it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of BCS, any Proposal, in which the Offeror received a significant number of zeros in any sections of the evaluation, may be rejected.

BCS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

3. Clarifications and Corrections: During the evaluation process, BCS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if BCS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what BCS has requested may result in the Offeror's Proposal being disqualified.
4. Interviews, Demonstrations and Presentations: BCS may require top Offerors to be interviewed and allow a site visit(s) to be conducted at the facility(s) listed in the Proposal. Such presentations, demonstrations, site visits and interviews will provide an Offeror with the opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow BCS an opportunity to test or probe the professionalism, qualifications, skills and work knowledge of the proposed candidates. The presentations, demonstrations, site visits and interviews will be scheduled at the convenience and discretion of BCS.

5. Contract Negotiations: Negotiations will be scheduled at the convenience of BCS. The selected Offeror(s) are expected to negotiate in good faith.
- a. General: Negotiations may be conducted with any Offeror who submits a competitive Proposal, but BCS may limit discussions to specific aspects of the RFP. Any clarifications, corrections or negotiated revisions that may occur during the negotiation phase will be reduced to writing and incorporated in the RFP or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
 - b. Top-Ranked Offeror(s): Should the evaluation process result in top-ranked Proposals, BCS may limit negotiations to only those Offeror(s) and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with top-ranked Offeror(s), BCS may then go down the line of remaining Offerors, according to rank and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.
 - c. Negotiation with Other Offerors: If BCS decides to negotiate with all the remaining Offerors or decides that negotiations with the top-ranked Offeror(s) are not satisfactory and negotiates with one or more of the lower-ranking Offerors, BCS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

- d. Post Negotiation: Following negotiations, BCS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which BCS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, BCS need not require the submissions of best and final Proposals.

It is entirely within the discretion of BCS whether to permit negotiations. An Offeror must not submit a Proposal assuming there will be an opportunity to negotiate any aspect of the Proposal. BCS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom BCS wants to negotiate, and to dispense with negotiations entirely.

BCS generally will not rank negotiations. If negotiations fail with the preferred Offeror(s), BCS may negotiate with the next Offeror in ranking. Alternatively, BCS may decide it is in the interests of the State to negotiate with all of the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to

keep this information away from other Offerors and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to BCS within a reasonable period of time. If BCS accepts the change, BCS will give the Offeror written notice of BCS' acceptance. The negotiated changes to the successful offer will become a part of the contract.

- e. Failure to Negotiate: If an Offeror fails to provide the necessary information for negotiation in a timely manner, or fails to negotiate in good faith, BCS may terminate negotiations with that Offeror.
6. Best and Final Offer: If best and final Proposals or best and final offers are required they may be submitted only once, unless BCS makes a determination it is in the State's interest to conduct additional negotiations. In such cases, BCS may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, the Offeror's previous Proposal will be considered the Offeror's best and final Proposal.
7. Determination of Responsibility: BCS may review the highest-ranking Offerors or its key team members to ensure the Offeror is responsible. The Contract may not be awarded to an Offeror determined not to be responsible. BCS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. BCS will make such determination of responsibility based on the Offeror's Proposal, reference and background checks and any other information BCS requests or determines to be relevant.
8. Reference and Background Checks: BCS may conduct reference and background checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the Proposal. In addition, failure to provide requested reference contact information may result in BCS not including the referenced experience in the evaluation process.

The reference check will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance, including, but not limited to, its performance with other local, state and federal entities. BCS reserves the right to check references other than those provided in the Offeror's Proposal. BCS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

MANDATORY REQUIREMENTS: The following Table 1 contains items considered minimum requirements of this RFP.

Determining the Offeror’s ability to meet the minimum requirements is the first step of the BCS evaluation process. The Offeror must demonstrate to BCS it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror’s response to the minimum requirements must be clearly labeled “Mandatory Requirements” and collectively contained in Tab 1 of the Offeror’s Proposal in the “Cover Letter and Mandatory Requirements” section. (Refer to Attachment Two of the RFP document for additional instructions).

BCS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by BCS and BCS will not evaluate any other portion of the Proposal.

TABLE 1 – MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
The Offeror must be registered as a nonprofit corporation in accordance with Chapter 1702 of the Ohio Revised Code.		
The Offeror must clearly demonstrate it has, at minimum, one (1) year experience in providing housing or residential services to adult offenders.		
The Offeror and all staff employed by the Offeror that will work on this Project, may <u>not</u> be under the supervision of any Federal, State, or County Court.		

If BCS receives no Proposals meeting all of the mandatory requirements, BCS may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA: If the Offeror provides sufficient information to BCS, in Tab 1, of its Proposal, demonstrating it meets the mandatory requirements, the Offeror’s Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal. In the Proposal evaluation phase, BCS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion.

SCORING BREAKDOWN: The scale below (0-5) will be used to rate each proposal on the criteria listed in the Proposal Evaluation Table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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BCS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s total score. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 2 – PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Offeror Profile			
The Offeror demonstrates in its Cover Letter, an overall understanding of the Work required and standards expected.	10		
The Offeror shall demonstrate that within the past five years it has successfully provided housing or residential services to adult offenders for a minimum of one year.	25		
The Offeror must demonstrate it has sufficient resources and experience to meet the requirements of the Project. Document it has adequate resources to develop quality deliverables in the allowable timeframe.	25		
Offeror is a current contract provider in good standing.	20		
Offeror Letters of Support			
The Offeror shall provide a minimum of three (3) letters of support from the areas of local elected officials, law enforcement and community members/associations where the Proposed Community Residential Center(s) will be located.	25		
Site			
Proximity to services provided by community resources.	10		
Established relationships with community resources.	15		
Proximity to public transportation.	10		
Provides access for offenders to washers and dryers either on-site or in close	10		

proximity to facility.			
Documentation of proper zoning and occupancy permit.	30		
Facility conforms to all local annual inspections, licenses and certifications related to health, fire and safety requirements.	30		
Facility ready for habitation or will be ready in order to meet established timeframe to begin Project.	25		
Number of residents per living space (i.e., sleeping area)	20		
Number and gender of offenders the facility can house in relation to BCS targeted needs.	10		
Adequacy of number of showers, sinks and toilets in relation to number of offenders facility will house.	10		
Adequate resources for offenders to store and cook foodstuffs	10		
Facility access limited and monitored.	40		
Facility handicap accessible.	10		
Staffing Plan			
Demonstrate sufficient staffing and experience to administer this Project.	40		
Staffing plan includes housing support services staff.	20		
Staffing plan includes overnight monitoring.	25		
Staffing plan includes 3 daily documented checks at facility.	20		
Hiring practices include background checks for all staff and volunteers.	10		
Work Plan			
Offenders referred by DRC for housing will be adequately separated from any other populations housed within facility.	40		
Ability to admit any and all types of offenders referred for housing by DRC.	50		
Ability to serve Transitional Control offenders and provide required monitoring via electronic monitoring or GPS equipment.	50		
If Offeror plans to serve sex offenders; documentation facility meets state and local requirements of exclusion zones prohibiting residency of sex offenders.	30		

Offeror has adequate policies and procedures addressing all required areas in Administrative Rule 5120:1-3-07.	10		
Documentation of emergency plans	10		
Cost Summary			
Proposed Per Diem Rate	30		

Total Score: _____

In this RFP, BCS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror’s Proposal. The value assigned above to each criterion is only a value used to determine which Proposal(s) is the most advantageous to the State in relation to other Proposals BCS received.

Once the merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within BCS’ discretion to wait to factor in a Proposal’s cost until after any interviews, presentations, demonstrations, site visits or discussions. Also, before evaluating the merits of the Proposals, BCS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. BCS may reconsider the excessiveness of any Proposal’s cost at any time in the evaluation process.

REJECTION OF PROPOSALS: BCS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP or that BCS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, BCS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS: BCS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, BCS will seek to keep the contents of all Proposals confidential until the Contract is awarded. BCS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD: BCS plans to award the Contract based on the schedule in the RFP, if BCS decides the Project is in the best interests of the State and has not changed the award date.

BCS will issue an award letter to selected Contractor(s) according to the schedule. Contracts will be issued once BCS receives funding appropriations for Fiscal Year 2012 from the Ohio Legislature. The Contract(s) will not be binding on BCS until the duly authorized representatives of ODRC signs both copies and returns one to the Contractor. BCS expects the Contractor to commence work upon receipt of a signed contract back from BCS.

ATTACHMENT ONE: WORK REQUIREMENTS

This attachment describes the Project and the expectations to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the “Deliverables”).

SCOPE OF WORK AND DELIVERABLES: The Contractor must provide and perform all services as identified in accordance with all licensing standards as required in Administrative Rule 5120:1-3-07. The selected Contractor must utilize qualified personnel that are able to perform the Work required and specified in this RFP.

All operating expenses associated with the management maintenance, including without limitation, the Offeror’s service fees, mortgage or lease, salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, preventative and remedial maintenance contracts and insurance must be included in the cost portion of the Proposal.

Offerors should respond completely and clearly to all requirements. Offerors should address and definitively describe, in as much detail as possible, how it proposes to satisfy each of the areas of responsibility represented in this RFP.

At a minimum, within its proposed Work Plan, the Offeror must identify and clearly describe how it will deliver the following items:

- 1) Provide transitional housing for offenders referred by the Department of Rehabilitation and Correction. Housing must be properly zoned to house and serve the intended population, according to all local zoning ordinances and requirements.
- 2) Facilities will be limited access buildings with staff or other means to monitor ingress/egress and deter undesirable persons (e.g., prostitutes, drug dealers) from entering the building.
- 3) Offenders will have own living space to duplicate as much as possible independent living conditions (e.g., more similar to a college dormitory or rooming house than to a prison dormitory or homeless shelter).
- 4) If the facility will house residents other than those referred by the Ohio Department of Rehabilitation and Correction for placement in the Community Residential Center, Offeror will ensure there is no contact or intermingling of the offenders referred for placement with other residents at the facility.
- 5) Provide opportunity for offenders to prepare their own meals and a location to store and secure their own foodstuffs.
- 6) Provide housing support services such as community resource management and house rule enforcement to offenders as needed.
 - a) Housing support services staff will communicate with Adult Parole Authority (APA) staff, providing information such as, observation of offender behavior, positive and negative; and offender attendance or non-attendance at scheduled programming. All programming must be approved in conjunction with the offender’s parole officer.
- 7) Offender participation in religious, political activities or programs must be voluntary on the part of the offender and must be previously approved by the offender’s parole officer.

- 8) Treat offenders with dignity and respect.
- 9) Develop admission and rejection criteria that delineate and describe types of offenders Offeror proposes serving and those that will be excluded from housing.
- 10) If Offeror plans to house offenders under Transitional Control supervision, Offeror must monitor offender via Electronic Monitoring or Global Positioning System (GPS) equipment. (The cost of this monitoring does not need to be built into the cost of the Proposal. A separate per diem will be contracted and paid for this monitoring service).
- 11) If Offeror plans to permit sex offenders to be housed in the Community Residential Center, Offeror must provide documentation facility meets State requirements of being located more than 1,000 feet from any school premises, pre-school or child day-care center premises. Documentation must also be submitted that verifies facility meets any additional restrictions mandated by local ordinances on where sex offenders are prohibited from residing (some localities exceed State requirements).
- 12) Offeror will provide documentation of support for the Community Residential Center by local elected officials, law enforcement and community members living in the neighborhood where the proposed facility is to be located. (Examples of persons from which to gain documented support include city council members, mayor, county commissioners, Sheriff's department, police chief, neighborhood association, ministerial association, etc.)

The Offeror should include a detailed description of work product from prior contracts it has managed that involved:

- 1) Siting and opening a residential facility to serve offenders.
- 2) Providing residential services to adult offenders.
- 3) Monitoring the whereabouts of offenders.
- 4) Establishing working relationships, agreements or contracts with community social service agencies (such as, substance abuse treatment providers, community mental health providers, employment services, etc.).

I. GENERAL REQUIREMENTS: The Contractor agrees to meet or exceed all standards, regulations, laws and ordinances as adopted by federal, state and local authorities. These laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future.

II. PROGRAM REQUIREMENTS – LICENSING STANDARDS (A.R. 5120:1-3-07):

- (A) The licensed agency shall have a policy and procedure/operation manual that is accessible to all employees and volunteers. The manual shall include:
 - (1) Fiscal management;
 - (2) Personnel;
 - (3) Intake;
 - (4) Housing support services;

- (5) Resident rules and regulations, which shall be readily available to all residents;
- (6) Resident grievance and appeal process policy; and
- (7) Resident case records.

- (B) The licensed agency shall meet all legal requirements of the governmental jurisdiction in which the licensed agency is located. The documentation for this standard shall include copies of all annual local licensing and inspection certificates indicating conformance to all local fire, health, building, and zoning regulations.
- (C) The licensed agency shall implement a housekeeping and maintenance plan and the facility shall be clean and in good repair.
- (D) The licensed agency shall correctly complete and enter all required intake/termination fields on the management information system authorized by the department of rehabilitation and correction (community corrections information system: CCIS-Web) within fourteen days after intake and termination.
- (E) The licensed agency shall notify the offender of available housing support services.
- (F) The licensed agency shall establish a staffing pattern that ensures that staff will be available to assist and monitor offenders as needed.
- (G) The licensed agency shall establish a means of limiting ingress into the facility.
- (H) The licensed agency shall have written emergency plans that are received and updated annually. Plans shall be communicated to all employees and residents and be conspicuously posted in the facility. Emergency fire and disaster drills shall be conducted on a regular basis and documented.
- (I) Any unusual incidents shall be reported to the assistant chief or designee of community residential services and the supervising authority within twenty-four hours or the next business day after the incident. A copy of the incident report shall be maintained in the resident record.
- (J) The licensed agency shall maintain the following records for each offender residing in the facility:
 - (1) Intake and termination forms;
 - (2) A signed copy of resident rules and regulations;
 - (3) Referral forms;
 - (4) Case management notes as appropriate;
 - (5) Unusual incident reports as appropriate; and
 - (6) Grievance forms.
- (K) The licensed agency shall be a legal entity or part of a legal entity according to the provisions of Chapter 1702. of the Revised Code. The agency shall have a copy of the following items:
 - (1) Articles of incorporation or constitution;
 - (2) By-laws;
 - (3) Federal tax identification number; and
 - (4) A current list of the board of directors, their occupations, and addresses.

- (L) The licensed agency shall implement procedures to ensure that all prospective employees and volunteers obtain a local police criminal record check and provide this information to the licensed agency prior to beginning employment. The retention of an employee or use of a volunteer shall be contingent upon a statewide criminal record check being completed within ninety days after the date of hire. The agency director shall review all record check results to determine compliance with agency hiring practices. All record checks shall be maintained in the employee's personnel file.

- (M) The licensed agency shall implement a policy and procedure that prohibits any offender from being assigned to a position of authority over any other offender. Prohibited assignments include, but are not limited to, performing or assisting in any security duties or providing offender services such as commissary or telephone calls.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT: Each Proposal must include sufficient data to allow BCS to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Offeror Profile and Prior Projects
3. Offeror Letters of Support
4. Site
5. Staffing Plan
6. Work Plan
7. Cost Summary

REQUIREMENTS:

1. Cover Letter; The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following.
 - a. A statement regarding the Offeror's legal structure (e.g., a nonprofit corporation), Federal tax identification number and principal place of business.
 - b. A list of the people who prepared the Proposal, including their titles.
 - c. The name, phone number, fax number, e-mail address and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
 - e. A statement that the Offeror has not taken any exception to the Terms and Conditions.
 - f. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the Proposal.
 - g. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated and as they may subsequently be amended and adopted.
 - h. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by BCS except when a candidate's unavailability is not fault of the Contractor (e.g., candidate is no longer employed by the Contractor, is deceased, etc.).
 - i. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying BCS of such finding.

- j. A statement that all the Offeror's personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Contract Example of this RFP document.
- k. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests it is a corporation properly registered with the Ohio Secretary of State as a nonprofit corporation.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at: <http://www.sos.state.oh.us>.

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through k. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

- 2. Offeror Profile and Prior Projects: Each Proposal must include a profile of the Offeror's capability, capacity and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; number of employees; number of employees that will be engaged in tasks directly related to the Work; and any other background information that will help BCS gauge the ability of the Offeror to fulfill the obligations of the Contract.

The Offeror shall also provide information on the agency's background as well as evidence it has in place the personnel, internal procedures and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project.

The Offeror must document previous experience and expertise in providing projects, similar in size and complexity, for a minimum of one (1) year and the experience must have occurred within the past five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included.

- 3. Offeror Letters of Support: Offeror will include copies of support letters for the Project. Support letters should be included from local elected officials, law enforcement and community members living in the neighborhood where the proposed facility is to be located. (Examples of persons from which to gain documented support include city council members, mayor, county commissioners, Sheriff's department, police chief, neighborhood association, ministerial association, etc.)
- 4. Site: Offeror will provide a detailed description of the facility proposed for the Project. The description should include details and information pertaining to the areas listed below.
 - a.) Facility address.
 - b.) Proximity to educational and vocational opportunities.
 - c.) Proximity to social services and employment opportunities.
 - d.) Proximity to public transportation.

- e) Proximity to Laundromat or number of on-site washers and dryers.
- f) Provide documentation that all local zoning and occupancy requirements have been met.
- g) Is the facility ready for habitation? If not currently ready, what is proposed date for habitation?
- h) Describe the living space for the offenders (e.g., individual rooms, double occupancy, dormitory, etc.).
- i) Number of offenders the facility can serve.
- j) Gender of offenders the facility will serve.
- k) Describe how offenders will store and cook their foodstuffs.
- l) Number of shower, sink and toilet facilities.
- m) Number of entrances and exits to the facility. Can access to facility be limited to one entrance/exit (with appropriate fire exits)? Describe how entrances/exits will be monitored.
- n) Is facility ADA (American Disability Act) compliant [i.e. handicap accessible]?

5. Staffing Plan: The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. BCS is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information.

- a) List of staff that will monitor residents and provide direction to offenders seeking assistance from community resources.
- b) Description of monitoring plan to include how overnight monitoring and three (3) minimum daily (8:00 a.m. to 10:00 p.m.) checks will be accomplished.

6. Work Plan: Offeror must fully describe its current capacity, approach, methods and specific work steps for doing the Work on this Project. BCS encourages responses that demonstrate a thorough understanding of the nature of the project and what the Contractor must do to complete the Project satisfactorily. The Work plan should include detail sufficient to give BCS an understanding of the Offeror's knowledge and approach for successful completion of all the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the Project as described in Attachment One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

Work Plans should demonstrate the Offeror would be prepared to undertake and successfully initiate the Project on July 1, 2011. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work Plans).

7. Cost Summary: Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for performing the entire Work as outlined in Scope of Work, Attachment One must be included in the cost proposal.

The Offeror must provide a breakdown of the proposed cost of performing the entire Project and any expected additional funding sources. Costs may include, but are not limited to: staff salaries and fringe benefits, utilities, lease, mortgage, insurance, maintenance and repair, materials, supplies, equipment, taxes, etc. The payments for the Project cannot exceed the total operating costs of the Community Residential Center during the term of the Contract. (NOTE: Offeror is not permitted to benefit financially from

offender's personal funds or resources while being paid by BCS for offender housing (e.g., food stamps, Medicaid, etc.).

ATTACHMENT THREE: CONTRACT EXAMPLE

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the Independent Contractor will be paid for services as a suitable Residential Community Center facility for eligible offenders.

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

THE PURCHASER AND CONTRACTOR AGREE AS FOLLOWS:

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

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

	Number of Placements	Per Diem	Total
<i>Beds</i>		\$	\$

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

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

4. **Terms of Agreement:** This Agreement shall be in effect from the date of the signature of the Deputy Director of the Division of Parole and Community Services on this Agreement, or **July 1, 2011** whichever occurs later, to **June 30, 2012**, unless extended or renewed by written Agreement of both parties, or otherwise terminated as provided herein, but in no event shall this Agreement extend beyond **June 30, 2013**.

5. **Termination of Agreement:** Either party to this Agreement may terminate the Agreement for any reason by providing the other party with written notice sent by certified mail no less than thirty (30) days in advance of termination. In the event that Purchaser, in its sole discretion, determines that the Independent Contractor may be endangering the health, safety or lives of the residents, Purchaser may immediately take appropriate action, up to and including immediate termination of this Agreement. In no event shall Purchaser be obligated to pay for any services not actually performed by the Independent Contractor.
6. **Subcontracting:** The Independent Contractor may subcontract the performance of any services required by this Agreement, but shall remain ultimately responsible as an Independent Contractor for all services performed under this Agreement.
7. **Fiscal Compliance:** Independent Contractor is required to maintain accurate financial records in a manner consistent with generally accepted accounting principles and procedures.

Should a fiscal review by the Auditor of State, Independent Auditor or Division of Parole and Community Service fiscal agent find that faulty information was submitted in financial statements, a monetary claim may be initiated to recover monies for the Purchaser.

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

Offender case files and material filed or referenced under an offender's name may be destroyed three (3) years after the date the offender terminates the program. This requirement does not require the expungement of personally identifying information, which incidentally appears in financial reports, or other records required to be retained.

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

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

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

11. **Certification by Office of Budget and Management:** Notwithstanding any other provision of this Agreement, and in accordance with Section 126.07 of the Ohio Revised Code, this Agreement shall not be valid or enforceable, unless and until the Director of the Office of Budget and Management first certifies that there is a balance in the preparation, not already obligated to pay existing obligations. This Certification, or Proposed Certification, is subject to review by the Office of Budget and Management which may order that it be withdrawn or modified.
12. **Use of Ohio Vendors:** Subject to Section 125.11(b) of the Ohio Revised Code, The Department of Rehabilitation and Correction certifies that Ohio Vendors were sought at the time of the original bid. It was determined at the time that this Vendor was the best Vendor able to provide necessary services.

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

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

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

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

The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Independent Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, handicap, age, or veteran status. The

Independent Contractor shall incorporate the foregoing requirements of this paragraph in all of its Agreements for any of the work described herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontract for such work.

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

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

16. **Certification of Drug-Free Workplace Compliance:** The Independent Contractor certifies that all its employees while working on State property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

17. **Responsibility for Claims:** Independent Contractor agrees to indemnify and hold harmless the Purchaser, its employees, agents, and assignees, from any and all claims, liability and damages whatsoever, resulting from activities in furtherance of the work hereunder. Independent Contractor agrees to defend against any such claims or legal actions when requested by the Purchaser to do so.

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

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

19. **Entire Agreement:** This Agreement when signed by both parties, shall constitute the entire Agreement between the parties and no other prior oral or written communication shall have any force or effect. It is agreed that any term or provision may be modified or added to this Agreement only by means of a writing, agreed to and signed by both parties to this Agreement. Such writing need not be supported by any further consideration to be binding on both parties.

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

This Agreement supersedes and replaces any previous Agreements.

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

CONTRACTOR:

PURCHASER:

**OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION**

FACILITY

DEPARTMENT NAME

Bureau of Community Sanctions

Address

Address
770 W. Broad St.

Columbus, Ohio 43222

Tax I. D. Number

Assistant Chief, Date
Bureau of Community Sanctions

By

Chief, Date
Bureau of Community Sanctions

Deputy Director, Date
Division of Parole and
Community Services

EXHIBIT A

Scope of Work

The term of this Contract shall end on June 30, 2012 unless extended or renewed in accordance with Section 4 of the Contract.

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

- 1) The Independent Contractor shall provide for services as required by the existing state licensing standards as contained in Administrative Rule 5120:1-3-07:
 - A. The licensed agency shall have a policy and procedure/operation manual, which is accessible to all employees and volunteers to include:
 - a. Fiscal management
 - b. Personnel
 - c. Intake
 - d. Housing Support Services
 - e. Resident Rules and Regulations (To be readily available to all residents)
 - f. Resident grievance/appeal process policy
 - g. Resident case records
 - B. The licensed agency shall meet the legal requirements of the governmental jurisdiction in which the licensed agency is located. The documentation for this standard shall include copies of all annual local licensing and inspection certificates indicating conformance to all local fire, health, building and zoning regulations.
 - C. The licensed agency shall implement a housekeeping and maintenance plan and the facility shall be clean and in good repair.
 - D. The licensed agency shall correctly complete and enter all required intake/termination fields on the management information system authorized by the Department of Rehabilitation and Correction (Community Corrections Information System: CCIS-Web) within fourteen (14) days of intake and termination.
 - E. The licensed agency shall notify the offender of available Housing Support services.
 - F. The licensed agency shall establish a staffing pattern that ensures that staff will be available to assist and monitor offenders as needed.
 - G. The Licensed Agency shall establish a means of limiting ingress into the facility.
 - H. The licensed agency shall have written emergency plans that are reviewed and updated annually. Plans shall be communicated to all employees and residents and be conspicuously posted in the facility. Emergency fire and disaster drills shall be conducted on a regular basis and documented.

- I. Any unusual incidents shall be reported to the Assistant Chief or designee of Community Residential Services and the supervising authority within 48 hours of the incident. Unusual incidents are defined as any events that have serious internal or external ramifications or that may attract the attention of the general public and/or news media. Copy of incident report shall be maintained in resident file.
- J. The licensed agency shall maintain the following records for each offender residing in the facility:
 - 1) Intake and termination forms
 - 2) Signed copy of resident rules and regulations
 - 3) Referral forms
 - 4) Case management notes as appropriate
 - 5) Unusual incident reports as appropriate
 - 6) Grievance forms

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

- K. The Licensed Agency shall be a legal entity or part of a legal entity according to the provisions of Chapter 1702 of the Revised Code. The Agency shall have a copy of the following items:
 - a) Articles of Incorporation or Constitution;
 - b) By-Laws;
 - c) Federal Tax Identification number; and
 - d) A current list of the Board of Directors, their occupations and addresses.
 - L. The Licensed Agency shall implement procedures to ensure that all prospective employees and volunteers obtain a local police criminal record check and provide this information to the Licensed Agency prior to the beginning of employment. The retention of an employee or use of a volunteer shall be contingent upon a state-wide criminal record check being completed within ninety (90) days of the date of hire. The Agency Director shall review all record check results to determine compliance with agency hiring practices. All record checks shall be maintained in the employee's personnel file.
 - M. The Licensed Agency shall implement a policy and procedure which prohibits any offender from being assigned to a position of authority over any other offender (e.g. in charge of providing offender services such as commissary, telephone calls, ore being permitted to perform or assist in any security duties).
- 2) The Independent Contractor shall comply, when applicable, with the American Disabilities Act and all guidelines and policies issued by the department.
 - 3) The Independent Contractor shall maintain the facility in good repair and provide for heat, ventilation, light, and water, including hot water for personal hygiene, and sanitary facilities sufficient to meet the reasonable needs of the eligible offender assigned to the Independent Contractor by the Division of Parole and Community Services in accordance with licensing standards.

- 4) The Independent Contractor shall not discharge an offender from the facility without notifying the offender's supervising officer.

EXHIBIT B

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

- 1) The parties understand and agree that eligible releasee, shall be the only class of persons whom the Independent Contractor serves under the terms of this Agreement.
- 2) For the services herein agreed to be performed, the Division of Parole and Community Services will pay the Independent Contractor at the rate of \$ per day for beds for 366 days. Total Contract not to exceed \$.
- 3) If the Independent Contractor falls below the indicated occupancy rates, then Purchaser may immediately take appropriate action, including a contract modification to adjust for unfilled beds.
- 4) The Independent Contractor shall complete and submit an ODRC Management Information System's Intake and Termination Report for each offender accepted into the facility.
- 5) The Independent Contractor shall provide the Assistant Chief of Bureau of Community Sanctions, upon request, an accurate account of the total beds occupied and or unoccupied.
- 6) The Independent Contractor and the Division of Parole and Community Services agree that the eligible offender will be admitted to the Community Residential Center facility, providing a bed is available, and that the offender meets the pre-approved Independent Contractor's admission criteria.

EXHIBIT C

Ohio Department of Rehabilitation and Correction

Standards of Conduct for Contractors/Volunteers

Definitions

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

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

Purpose

The purpose of this document is to provide guidance to contractors and volunteers entering the facilities of the ODRC. In view of the nature and purpose of the various facilities of the ODRC, it is necessary that all persons who enter the facilities understand the rules and security requirements of a correctional environment. Persons entering a correctional facility have certain obligations under law to insure that their actions within the facility do not jeopardize the safe and secure operation of the facility.

Responsibilities

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

Personal Conduct

It is essential to the orderly operation of a correctional system that all persons conduct themselves in a professional manner. Below are several types of behavior that cannot be tolerated within a correctional environment. (This is not intended to be an all inclusive list).

1. The use, possession, conveyance, or unauthorized distribution of illegal drugs, narcotics, or controlled substances is strictly prohibited at any time. Use of alcoholic beverages while on duty or being under the influence of alcohol or drugs while on duty are prohibited.
2. No person shall, without authorization from the Site Manager, allow themselves to show partiality

toward, or become emotionally, physically, or financially involved with inmates, parolees, probationers, transitional controllees or their families, or establish a pattern of social fraternization with same.

- A. No persons shall offer or give to an inmate, parolee, probationer, transitional controllee, or a member of his/her family, or to any person known to be associated with him/her, any article, favor, or service which is not authorized in the performance of the person's duties and which conflicts or appears to conflict with the person's assigned duties. Contractors/volunteers shall not accept any gift, personal service, or favor from an inmate, parolee, probationer, or transitional controllee, or his/her family, or person known to be associated with him/her which is not authorized in the performance of the person's duties and which conflicts, or appears to conflict, with the person's duties.
 - B. Contractors/volunteers shall not visit an inmate, parolee, probationer, or transitional controllee while such an individual is under the custody and control of the Department unless such a visit is given prior authorization during the contract service period by the ODRC Contact Person and Site Manager of the respective facility or the visit is part of the job duties.
 - C. Contractors/volunteers who become involved in any set of circumstances as described above, have an affirmative responsibility of notifying their contact person at the correctional institution who will be responsible for notifying the site manager.
3. No such person shall, without the express authorization of the Site Manager, show favoritism or give preferential treatment to an individual under supervision of the ODRC to include, but not limited to offering, receiving, or giving of a favor or anything of value.
 4. Brutality, physical violence, or intimidation of inmates, and/or their families, but such persons will not be permitted, nor will force be used beyond that necessary to protect any person from physical harm.
 5. The use of obscene, threatening, or abusive language by contractors/volunteers toward inmates or others will not be tolerated.

Work Schedule

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

Responsiveness

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

Confidentiality

1. Some contractors/volunteers may have access to official information, ranging from personal data concerning staff and inmates to information involving security. Because of the various degrees of sensitivity afforded to this information, official information may be disclosed or released only as required in the performance of any contractor's/volunteer's duties upon specific authorization from someone with the delegated authority to release official information. The Director or his designee in the Central Office and the Site Managers are the only persons authorized to release official information.
2. The above shall not be construed as a reason to deny authorized persons access to official records and files. ODRC has an obligation to supply official information in response to requests from organizations or individuals upon determining that such individuals are properly identified and acting in an official capacity. To ensure the proper use of official information the following rules of conduct are established:
 - A. Contractors/volunteers will verify the identification and authority of individuals requesting access to information prior to giving or discussing records, personnel files, or other official information.
 - B. Authorized persons will not be denied access to official information.
 - C. Contractors/volunteers will not use, or release for use, official information for private purposes unless this information is available to the general public.
 - D. Contractors/volunteers will not remove from files, or make copies of records or documents except in accordance with established procedures or upon proper authorization.
 - E. Contractors/volunteers will not make statements or release official information that could breach the security of the institution/APA district office or unduly endanger any person.
 - F. Former contractors/volunteers will be granted access only to information available to other members of the general public, and will have no greater standing than members of the public, irrespective of their past contractual relationship and/or any associations developed in the course of such relationships.

Illegal Activity

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

Conveying or Trafficking in Contraband

The introduction of contraband into or upon the grounds of any state property, or taking or attempting to take contraband there from, or otherwise trafficking in contraband without the knowledge and consent of the Site Manager of such institution/Regional Office is prohibited. Contraband is defined as "any" article which is intended for the unauthorized use or possession of any inmate or which is prohibited by law or Department Policy from being carried onto the grounds of an institution, detention facility or APA Office. Examples of contraband, which could be intended for an inmate's/offender's unauthorized possession or use, include letters,

stamps, tools, paper, food, messages, and money. Examples of contraband, which are prohibited by law (ORC Section 2921.36), include firearms, knives, explosives, ammunition, drugs, and alcoholic beverages.

Investigations

Every contractor/volunteer is required to immediately report to the Site Manager, or designee, any violation or attempted violation of any law or regulation, and any act or omission by any person which has resulted in a breach of institution security or jeopardizes the safety of others.

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

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

Government Property

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

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

Chain of Command

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

Standards of Conduct

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

1. Visiting an inmate/offender unless the person is a verified immediate family member and/or have been approved by the Warden of the institution per DRC Policy 71SOC01 and DRC Policy 76VIS01.

2. Deliberate destruction, damage, and/or theft of state property, inmate property, property of visitors, or property of an employee, including state vehicles.
3. Failure to carry out directions provided by the ODRC Contact Person.
4. Commission of a felony or misdemeanor.
5. Interfering with the orderly operation of the institution.
6. Willfully making false, abusive, or obscene statements towards employees, inmates/offenders, or the general public is prohibited.
7. Any acts of discrimination or harassment on the basis of sex, race, color, age, religion, national origin, disability or sexual orientation.
8. Theft.
9. Misusing official position for personal gain, including soliciting bribes, in the course of carrying out assigned duties at the institution, APA District Office or Central Office.
10. Failure to report accidents or unsafe work conditions.
11. Threatening, intimidating, or coercing another for personal gain or satisfaction.
12. Fighting with a fellow worker, employee, visitor, or inmate/offender.
13. Interfering or failing to permit an official search, including searches of your person and of your personal property, or failing to cooperate with any official inquiry or investigation.
14. Distribution, possession, misuse, conveyance, or display of weapons, explosives, money, or other contraband.
15. Loss of control of any instrument that could result in a breach of security and/or jeopardize the safety of others, e.g., to include but not limited to, Class A tools, keys, communication devices, identification badges, etc.
16. Possession or consumption of alcoholic beverages or illegal drugs while on state property.
17. Reporting to the institution under the influence of intoxicants, alcohol, or illegal drugs.
18. The posting or removal of any matter on a bulletin board without permission.
19. Other actions that could harm or potentially harm others.
20. Use of excessive force or physical abuse towards an inmate/offender.
21. Threatening or intimidating an inmate/offender.
22. Giving preferential treatment to an inmate/offender, the offering, receiving, or giving of a favor or

anything of value to an inmate without authorization from ODRC.

23. Engaging in unauthorized personal relationships with inmates or their families, including correspondence or phone communications with inmates and their families.

Entry Procedures

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

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

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

It is recommended that only items necessary for the volunteer or contracted service be brought into the correctional environment. Large sums of money, pocket knives, etc., are discouraged. The contractor/volunteer will be asked to store the items either in their car or available lockers in the entrance area. If a contractor/volunteer requires medication they should take only that amount that is necessary for the day. All persons must sign the medication log if they require a dosage during their stay. This log will identify the type of medication and the amount. The institution cannot be responsible for loss of property. If a tradesman requires tools to perform their contracted service, all tools must be inventoried and a copy supplied to the Major. The Major may wish to review institution tool control policy and discuss security of equipment.

A written authorization for all tools from the Deputy Warden of Operations or Major will be required before they are authorized to enter the institution.

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

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

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

Acknowledgement of Receipt of the
Standards of Conduct for Contractors/Volunteers

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

Signature of Contractor: Printed Name of Contractor: Job Title:

Staff Witness Signature:	
Staff Witness Printed Name:	Job Title:
Institution/Agency:	Date:

DRC4376 (Rev.04/07)