

**CORRECTIONAL SERVICES CONTRACT****BETWEEN****THE PENNSYLVANIA DEPARTMENT OF CORRECTIONS****AND****THE VIRGINIA DEPARTMENT OF CORRECTIONS****PREAMBLE**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Commonwealth of Virginia, acting by and through the Virginia Department of Corrections, having its principal office at 6900 Atmore Drive, Richmond, Virginia 23225, (hereinafter referred to as VDOC); and the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Department of Corrections, having its principal office at Pennsylvania Department of Corrections, 2520 Lisburn Road, Camp Hill, Pennsylvania 17011, (hereinafter referred to as PDOC).

**WHEREAS**, the PDOC is in need of inmate housing for 1000 male inmates in Security Levels 2, 3 and 4; and

**WHEREAS**, the VDOC has suitable bed space available; and

**WHEREAS**, the Commonwealth of Virginia and the Commonwealth of Pennsylvania are Parties to an Interstate Corrections Compact entered into between them by virtue of the enactment of the Interstate Corrections Compact by their respective legislatures, the Commonwealth of Virginia acting under the authority of §§ 53.1-216 and 53.1-217 of the Code of Virginia and the Commonwealth of Pennsylvania acting under the authority of 61 Pa. C.S. §§ 7101-7103.

**NOW**, in consideration of the mutual promises and covenants contained herein, the VDOC and the PDOC hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**Section 1. Definitions.** In this Contract, the following terms shall have the meanings given to them in this Section, unless a contrary meaning clearly is required by the context:

Contract – means this document entitled “Correctional Services Contract between the Pennsylvania Department of Corrections and the Virginia Department of Corrections,” together with all appendices, exhibits, amendments and modifications.

Contract Year - means 365 days (or 366 in a Leap Year) beginning on the Effective Date of the Contract. After the first Contract Year, each subsequent Contract Year shall begin on the anniversary of the Effective Date of the Contract.

Court Orders – means any existing or future orders, decisions, or judgments issued by a court of competent jurisdiction of record, or any existing or future stipulations, agreements, or plans entered into in connection with actual or potential litigation which are applicable to the operation, management, or maintenance of a Facility or related to the correctional services and the care and confinement of Pennsylvania Inmates at a Facility.

DOP – means the VDOC’s Division of Operation’s operating procedures.

Effective Date of Contract – means the date on which the Contract is executed by the last Party to sign the Contract.

Facility – means any correctional center or other operation maintained and operated by the VDOC.

Force Majeure – means acts of God or other events which the Parties to this Contract cannot reasonably anticipate and/or take measures to control and which prevent the Parties from performing all or some of the duties under the Contract.

Green Rock – means VDOC’s Green Rock Correctional Center

Green Rock Inmates – means those Pennsylvania Inmates who are to be incarcerated in VDOC’s Green Rock Correctional Center.

Inmate Day – means each day on which a Pennsylvania Inmate is housed at a Facility or at a hospital apart from a Facility when the VDOC is responsible for the medical care of the Pennsylvania Inmate, including the first, but not the last day of incarceration, as determined by the midnight count of the Pennsylvania Inmates each day.

Off-Site Health Care – means all health care which is provided by some health care service provider or entity away from VDOC institutions (e.g., telemedicine consultations, inpatient hospitalization, outpatient hospital care, specialist physicians.)

Parties – means the VDOC and the PDOC.

PDOC – means Pennsylvania Department of Corrections, an agency of the Commonwealth of Pennsylvania.

Pennsylvania Inmate – means a Pennsylvania offender housed in a Facility for violations of the laws of the Commonwealth of Pennsylvania.

Pennsylvania Laws – means any applicable laws, regulations, rules, standards, or procedures promulgated by the Commonwealth of Pennsylvania or any of its agencies, as amended.

Per Diem Base Rate – means the amount to be paid by the PDOC to the VDOC as compensation for correctional services per Pennsylvania Inmate, per Inmate Day.

Renewal Term – means a yet undetermined length of time by which the Parties may, by mutual agreement, extend the life of this Contract.

Routine Health Care – means comprehensive health care services for medical, dental, optometric and mental health care, including but not limited to, nurse call, medical doctor sick call, pill call, pharmaceuticals, over the counter medications, laboratory services, simple x-rays, medical equipment, and medical supplies provided in accordance with VDOC Division Operating Procedures (DOPs), which comply with accepted standards of care for each profession and American Correctional Association health care standards

Service Commencement Date – means the first day on which Pennsylvania Inmates are received at a Facility or otherwise to be housed and cared for therein.

Tuberculosis or TB – means active Tuberculosis as demonstrated by a positive TB test for presence of bacteria in an individual's sputum.

VDOC – means the Virginia Department of Corrections, an agency of the Commonwealth of Virginia.

Virginia Laws – means any applicable laws, regulations, rules, standards, or procedures promulgated by the Commonwealth of Virginia or any of its agencies, as amended.

## **ARTICLE 2**

### **DESCRIPTION OF SERVICES**

**Section 2.1. Description.** Subject to the terms and conditions of this Contract, the Commonwealth of Virginia, through the VDOC, in accordance with any and all applicable laws shall provide for the confinement and supervision of certain Pennsylvania Inmates. The VDOC shall provide care, incarceration and services to Pennsylvania Inmates on the same basis as a similarly situated inmate of the VDOC pursuant to Virginia Laws. The VDOC shall provide necessary care and treatment; including but not limited to, food, clothing, appropriate housing, and education which is normally provided to similarly situated Virginia inmates with similar needs at the same Facility. VDOC shall provide all necessary routine medical, mental health, vision, and dental care for PDOC inmates in accordance with a standard of care equivalent to that standard provided for similarly situated VDOC inmates and not less than the standard of care established by the American Correctional Association's mandatory standards or the standard of care established by law. VDOC shall provide safe, supervised confinement and maintain proper discipline and control. VDOC shall faithfully execute the sentences and orders of the committing courts and shall provide Pennsylvania Inmates access to the courts as is provided for similarly situated VDOC inmates and subject to the provisions of Article 14 herein.

**Section 2.2. Humane Treatment/Use of Force.** VDOC shall provide humane treatment to Pennsylvania Inmates, free from unnecessary and wanton infliction of pain, grossly disproportionate treatment in light of their convictions, deliberate indifference to safety, health and welfare or other cruel and unusual punishment. VDOC shall provide the Pennsylvania contract administrator with copies of its operating procedures regarding the use of force. VDOC shall notify the PDOC by telephone within 12 hours of a use of force incident and shall forward a written report of the incident to PDOC within 24 hours of its occurrence.

**Section 2.3. Separation from Other Inmates.** VDOC shall house only Pennsylvania Inmates at Green Rock unless it obtains prior consent to house other inmates at Green Rock from PDOC. If at any time both Pennsylvania Inmates and other inmates are present at Green Rock, VDOC shall house and keep Pennsylvania Inmates completely separated from any other inmate population present at the facility.

**Section 2.4. Specialized Diets.** VDOC shall offer specialized diets to Pennsylvania Inmates, including the following:

- a. Religious Diets: Kosher, Halal, non-animal product/by-product, and other such diets will be accommodated by providing the Common Fare diet.

- b. Therapeutic Diets
  - i. Lactose restricted diets;
  - ii. Mechanical soft diets;
  - iii. Pureed diets;
  - iv. Any medically required diets including gluten-free, free of specified allergens, etc.

### **ARTICLE 3**

#### **TERMS OF THE CONTRACT**

**Section 3.1. Term.** The initial term (“initial term”) of this Contract shall begin on February 5, 2010 and shall terminate five years thereafter. February 5, 2015 is the anticipated termination date.

**Section 3.2. Renewal.** Unless otherwise terminated as herein provided, this Contract may be extended at the end of the initial term, by the mutual agreement of the Parties (“renewal term”), subject to all terms, conditions, promises and agreements herein contained, except as they may be amended by the mutual agreement of the Parties.

#### **Section 3.3. Termination**

- a. This Contract may be terminated, with or without cause, by either Party upon 180 days (180) days written notice to the other party. Termination for cause shall be in accordance with Article 24 herein.
- b. In the event the Virginia General Assembly fails to appropriate funds for this Contract or the Commonwealth of Pennsylvania fails to appropriate funds for this Contract, the affected Party shall have the right to terminate this Contract without damages. Each Party shall notify the other of the possibility of non-appropriation at the earliest possible time.
- c. Notwithstanding any other provision of this Contract if, by operation of law, either Party ceases to exist, or its powers and authorities are limited so as not to permit the continued operation under this Contract, then this Contract, and all the obligations of both Parties hereunder shall terminate, except to the extent necessary to return the Pennsylvania Inmates to Pennsylvania, to resolve any outstanding litigation or liabilities, and to pay any amounts due to VDOC for services rendered and reimbursable expenses incurred.

**ARTICLE 4**  
**COST AND REIMBURSEMENT**

**Section 4.1. Per Diem Base Rate.**

a. The Per Diem Base Rate for this Contract for Pennsylvania Inmates housed in Green Rock is sixty-two dollars (\$62.00). Effective July 1, 2011 and every twelve months thereafter, the Per Diem Base Rate shall be adjusted in accordance with the percentage increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the United States as a whole, for the most recent twelve months for which the CPI-W is available, as shown in the "CPI Detailed Report" published by the U. S. Department of Labor, Bureau of Labor Statistics. Exceptions to the Per Diem Base Rate are described under Section 4.3.

i. The Per Diem Base Rate for Green Rock is based on a need of 1000 beds at this Facility. PDOC shall keep a minimum of 970 Inmates in the Facility at all times, except as provided elsewhere in this Contract and may keep as many as 1020 Inmates at Green Rock.

ii. Except during the initial loading at the beginning of the Contract term, which is scheduled to end on April 30, 2010, and final one month unloading period at the end of the Contract term, PDOC shall pay VDOC, either the Per Diem Base Rate multiplied by the actual number of Pennsylvania Inmates incarcerated at Green Rock or the Per Diem Base Rate multiplied by the guaranteed minimum of 970 Pennsylvania Inmates, whichever is greater. The initial loading may be extended if the guaranteed minimum population is not achieved due to VDOC actions, including rejection of inmate transfer candidates or transportation limitations. An additional exception to the 970 Inmate minimum is on those days when VDOC is making the quarterly bus trip to Camp Hill, Pennsylvania, to rotate Pennsylvania Inmates between Pennsylvania and Green Rock, as provided in Section 4.2, b., ii below. During such trips, the minimum may drop below 970 by whatever number of Inmates was transported back to Pennsylvania. Finally, an exception shall be made if the number of Pennsylvania Inmates at Green Rock would meet the guaranteed minimum of 970 but for disciplinary or administrative transfers of Pennsylvania Inmates to other VDOC Facilities.

b. The Per Diem Rate for this Contract for Pennsylvania Inmates who are sent to the Wallens Ridge State Prison (Security Level 5 institution) or the Red Onion

State Prison (Administrative Segregation institution) because of disciplinary problems is sixty two dollars (\$62.00).

**Section 4.2. Covered expenses.**

a. Services to be provided for the above Per Diem Base Rate include the use of a minimum of 970 prison beds and a maximum of 1020 prison beds at Green Rock, plus associated services contemplated in this Contract. If PDOC has a need for larger numbers of beds than the numbers set out above in this paragraph, then additional beds may be provided under this Contract at other VDOC Facilities under the same terms and conditions, subject to the availability of beds, as determined by VDOC. If it becomes necessary or desirable to move Pennsylvania Inmates to other VDOC Facilities (except Wallens Ridge State Prison, Red Onion State Prison or the Marion Correctional Treatment Center in order to separate inmates or to accomplish other correctional purposes) VDOC may, with PDOC's consent, move those Pennsylvania Inmates to other VDOC facilities at the same per diem base rate that would be charged for the inmate had he remained at Green Rock. The Per Diem Base Rate includes the cost of correctional officer time required for security of Pennsylvania Inmates who are outside of the VDOC facility to accommodate medical or dental needs, court or legal proceedings, or other activities directly related to incarceration in Virginia facilities.

b. Subject to Section 4.3.c., the following transportation costs are included in the Per Diem Base Rate:

i. VDOC will bear its own cost of transporting the Pennsylvania Inmates to Virginia during the initial loading of Green Rock and back to Pennsylvania at the final unloading of Green Rock upon termination of the Contract.

ii. VDOC will bear its own cost of transporting one bus load of Pennsylvania inmates to and from Pennsylvania once during every three month period for the purpose of rotating inmates. During the term of the Contract, if PDOC finds it necessary to transport individual inmates or small groups of inmates between Virginia and Pennsylvania apart from this quarterly bus trip, it will do so at its own expense.

iii. The cost of transporting Pennsylvania Inmates between VDOC Facilities.

iv. The cost of transporting Pennsylvania Inmates for off-site medical, mental health or dental treatment. This specifically does not include any

transportation of Pennsylvania Inmates to or from Pennsylvania for such purposes.

v. The cost of transportation of Pennsylvania Inmates to court in Virginia, if the legal proceedings are based upon the alleged fault of VDOC.

c. Health Care Expenses: All on-site health care, provided at Green Rock and or any other VDOC institution in which a Pennsylvania Inmates may be held, except treatment for the conditions described in Section 6.2. a. & b. herein, are covered by the per diem base rate and require no additional reimbursement. All costs for health care related to conditions described in Section 6.2.b. shall be reimbursed to VDOC. PDOC shall also reimburse VDOC for all Off-Site Health Care provided.

**Section 4.3. Reimbursement of non-covered expenses.** Anything not provided for in this Contract shall not be included in the Per Diem Base Rate. The following services are not included in the Per Diem Base Rate:

a. Health Care Expenses: All Off-Site Health Care provided to Pennsylvania Inmates during each Contract year shall be reimbursed to VDOC. Fees for tele-medicine specialty consultations, not including routine connection fees, are deemed to be treatment outside of the Facility. Except in the case of emergencies that require immediate treatment, VDOC shall notify and obtain approval from PDOC prior to incurring costs for which PDOC will be liable. PDOC shall provide a response to all such notices within two working days. Consent shall not be unreasonably withheld. PDOC shall have the option of removing Pennsylvania Inmates for whom additional health care reimbursement may be required or reimbursing the VDOC for all such reimbursable costs. Should the PDOC elect to reimburse VDOC, reimbursement shall be at VDOC's actual cost. VDOC shall provide PDOC documentation of those costs in the manner in which it receives them from its third party medical administrator, Anthem Health Plans of Virginia, Inc. (hereinafter, "Anthem"). In the absence of an emergency, PDOC will not be obligated to reimburse VDOC for the costs of any such additional treatment or care for which PDOC did not provide prior approval.

b. Acute mental health services at the VDOC's licensed psychiatric facility shall be covered by VDOC for the first 15 days that the Pennsylvania Inmate resides at the VDOC licensed psychiatric facility. Within five days of placement of a Pennsylvania Inmate at the VDOC licensed psychiatric facility, PDOC shall give the option of returning the inmate to Pennsylvania. After the first 15 days of placement of a Pennsylvania Inmate at VDOC's licensed psychiatric facility, PDOC shall be billed for that inmate at a rate \$235.00 per Inmate Day in lieu of

the Per Diem Base Rate, subject to adjustment as the cost of operating the licensed psychiatric facility changes.

c. Certain transportation. Transportation under this Section, if carried out by the VDOC corrections officers, will be billed for officer time at the rate of \$24.23 per hour per officer and mileage at the established federal rate for mileage reimbursement, as it may change from time to time. At the time this Contract is entered into, the Federal mileage rate is \$0.55. VDOC shall keep PDOC advised of the federal rate for mileage reimbursement. These rates are periodically updated and the PDOC shall be notified in writing in advance of any revision in the rates. The following transportation costs are not included in the Per Diem Base Rate:

i. The cost of transportation of Pennsylvania Inmates outside the boundaries of Virginia, except as described in Section 4.2.b.i. and 4.2.b.ii.

ii. The cost of transportation of Pennsylvania Inmates within the Commonwealth of Virginia for any purpose not directly related to incarceration in Virginia Facilities.

iii. The cost of transportation of Pennsylvania Inmates to any court, wherever located, if the legal proceeding are challenges to convictions, sentences, or custody issues of Pennsylvania or are otherwise brought against Pennsylvania officials.

d. Other mutually agreed upon services deemed by the Parties to be non-covered, either in nature or in cost. Such non-covered services shall be billed directly at the VDOC's calculated cost.

e. For billing mechanisms and related issues, see Section 4.5. Invoicing and payment terms.

**Section 4.4. Calculation of Per Diem Base Rate.** Daily costs of incarcerating Pennsylvania Inmates shall be billed at the Per Diem Base Rate for the actual population of Pennsylvania Inmates at each institution each day, less the inmates billed at a higher rate in accordance with Section 4.3.b above and subject to the minimum payment for Green Rock of 970 beds as provided above in Section 4.1.

**Section 4.5. Invoicing and payment terms.**

a. VDOC shall submit monthly invoices to PDOC's Director of Administration in accordance with Section 18.2, detailing services rendered for the preceding

month, except for health care and other reimbursements which shall be billed periodically when the reimbursable amounts are determined. Invoices shall be transmitted via U.S. mail, courier service, or other method as agreed upon by the Parties. Payments are due not later than 45 days after the receipt of each invoice by PDOC's Director of Administration, with due allowance to be made for unanticipated, but reasonable, administrative delays in processing of payment. Invoices shall itemize the number of Inmate Days billed, the rates applied to Inmate Days, and other applicable charges with supporting rates. Additional charges as allowed by this Contract shall be separately itemized. All invoices submitted for payment will include VDOC's Taxpayer Identification Number (TIN).

b. Off-Site Health Care, other than dental surgery, will receive initial prior authorization from VDOC's third party utilization management reviewer prior to the commencement of Off-Site Health Care, except in the case of an emergency. Off-Site Health Care for dental surgery will receive comparable initial prior authorization from VDOC's head dentist. Except in the case of emergencies that require immediate treatment, VDOC shall notify and obtain approval from PDOC prior to incurring costs for which PDOC will be liable. PDOC shall designate a person or persons to approve or disapprove such treatment and a response shall be given to VDOC within two working days of notification. Failure to provide and answer within two working days shall be deemed to be approval. VDOC shall notify PDOC of the inception of Off-Site Health Care. VDOC shall invoice PDOC for all approved and for all emergency Off-Site Health Care quarterly. VDOC receives billings for Off-Site Health Care from Anthem on a quarterly basis and said billings will almost certainly continue for some time after the termination of this Contract. Such later billings will be sent when received. VDOC shall be responsible for payment of the outside provider for such services and will then seek reimbursement from PDOC.

c. Payments will be made to Treasurer, Commonwealth of Virginia, via electronic funds transfer or other methods of transfer mutually agreeable to the parties. Additional invoice or payment data or special reports requested by the PDOC shall be limited to data that is readily available and exists as a result of supplying services under this Contract. No outside audit of the VDOC's financial records or statements shall be made by any entity other than the Virginia State Comptroller or the Virginia Auditor of Public Accounts.

**ARTICLE 5**  
**TRANSPORTATION OF PENNSYLVANIA INMATES AND PROPERTY**

**Section 5.1. Schedule.** Transfers of Pennsylvania Inmates for the purpose of loading the Green Rock Correctional Center will follow a mutually agreed upon schedule, subject to weather conditions and other exigencies. The exact number on each trip may vary slightly due to bus capacities, but the total shall not be less than 1000 for the total of all trips. Due to security concerns, designated staff from PDOC and VDOC shall establish a separate and confidential transportation schedule to effectuate this provision.

**Section 5.2. Records, property and medications to be provided.** Upon turning any Pennsylvania Inmate over to VDOC custody, PDOC shall provide VDOC with copies of all relevant documents and papers authorizing detention and all records described in Section 6.1 herein. PDOC shall also provide abridged copies of inmate health records (as described in Section 6.1), although complete health records shall be made available immediately upon VDOC's request. Thirty (30) days of medications shall also be transferred with each inmate requiring medications. Subject to Section 7.1, Pennsylvania Inmates' personal property shall be delivered to VDOC with the Inmate or within a reasonable time after the arrival of the Inmate. Pennsylvania Inmates' personal property shall be packed in sealed cardboard boxes and marked with the Pennsylvania Inmates' name and PDOC inmate numbers. PDOC shall ensure that each Pennsylvania Inmate's personal property is accompanied by an inventory of property items at the time the property is sent to Virginia. VDOC shall ensure that each Pennsylvania Inmate's personal property is accompanied by an inventory of property items at the time the property is returned to Pennsylvania. PDOC shall also provide VDOC with a manifest showing all Pennsylvania Inmates on each ground transport, whether they are being transported by VDOC or PDOC, identifying them by name, inmate number, and Security Level.

**Section 5.3. Individual transportation to and from Virginia.** The transportation of individual Pennsylvania Inmates to and from Virginia for reasons other than those outlined by the terms of this Contract shall be the sole responsibility of PDOC. However, in such instances, VDOC will provide transportation for the Pennsylvania Inmate and/or PDOC personnel between the facility and the airport, as needed.

**Section 5.4. Release of Pennsylvania Inmates.** The release of Pennsylvania Inmates by expiration of sentence or parole shall take place within the Commonwealth of Pennsylvania only. The PDOC shall not release Pennsylvania Inmates from a VDOC Facility or within the Commonwealth of Virginia. In case the commitment, under which any Pennsylvania Inmate is confined, is terminated for any reason prior to the return of the Inmate to Pennsylvania, the PDOC agrees to immediately re-take and return the Pennsylvania Inmate to the Commonwealth of Pennsylvania. The foregoing portion of

this Section notwithstanding, if a Pennsylvania Inmate is a foreign national for whom the Bureau of Immigration and Customs Enforcement (ICE) has issued a detainer, VDOC will, upon the request of PDOC, facilitate his turnover directly to ICE officials in Virginia. Further, notwithstanding the foregoing, VDOC may release a Pennsylvania Inmate to federal or state authorities in Virginia upon the delivery of proper Federal warrant or other proper Federal documentation and with the prior approval of PDOC.

**Section 5.6. Transfers within the VDOC.** Any Pennsylvania Inmate may, with the approval of the PDOC, be transferred to any Facility under the control of the VDOC for management purposes. Such transfers will be affected by officers of the VDOC and at the expense of the VDOC. The per diem rate paid by PDOC shall not exceed the per diem rate authorized by this Contract for Green Rock, Wallens Ridge, or Red Onion, as the case may be. PDOC has selected Green Rock for the incarceration of its Pennsylvania Inmates and has determined that Green Rock is appropriate for the Pennsylvania Inmates to be sent to Virginia. That determination having been made by PDOC, VDOC shall not reclassify Pennsylvania Inmates in accordance with the procedures used for Virginia inmates and shall neither be expected or required to transfer Pennsylvania Inmates to lower security level Virginia Facilities at any time during the duration of this Contract.

**Section 5.7. Surrender of Pennsylvania Inmates.** The VDOC shall surrender any Pennsylvania Inmate, along with inmate's property and records, to the proper officials of PDOC or PDOC designated transport authority, upon demand made to VDOC and presentation of official written authority from PDOC to receive the Pennsylvania Inmate.

## **ARTICLE 6**

### **CLASSIFICATION AND INMATE RECORDS**

**Section 6.1. Information and classification.** Pennsylvania shall provide inmate records and/or information packets, pursuant to Section 5.2, for each Pennsylvania Inmate to be transferred. At a minimum, record packets shall consist of the following:

- a. Full information and all necessary documents relating to the case history, including, but not limited to the record of adjustment in PDOC facilities, misconducts, and escape history;
- b. Physical and clinical records;
  - i. Such records shall include, but not be limited to: any current medical or psychological condition requiring treatment, including, but not limited to, suicide attempts; and any medical admission testing performed by the sending state and the results of those tests, including, but not limited to, hepatitis, HIV/AIDS,

tuberculosis, or other infectious disease testing; and notice of current or previously administered medications.

- ii. The dissemination of physical and clinical records by VDOC to any entities aside from PDOC, shall be only for the purposes of what is necessary for the provision of medical care or what is required to comply with governing law of the Commonwealth of Virginia and governing federal law.
- c. Judicial and administrative rulings and orders relating or pertinent to the inmate and the sentence or sentences pursuant to which confinement is to be had or to continue;
- d. Identification data and photographs.

**Section 6.2. Selection criteria.** Unless otherwise agreed to by VDOC, Pennsylvania Inmates transferred to VDOC under the terms of this Contract shall have been determined by PDOC to be suitable for the Green Rock under the following criteria. If the VDOC determines that a Pennsylvania Inmate is no longer suitable under the terms of this contract, it may request his removal. Each Pennsylvania Inmate shall meet the following requirements:

- a. Except upon consent by VDOC, no Pennsylvania Inmate to be transferred to VDOC shall have serious persistent mental health problems, including but not limited to: inmates who are currently seriously and persistently mentally ill (e.g., actively psychotic, suicidal); who have received inpatient psychiatric care for acute mental illness within the past six months; who have a suicide attempt or incident of self-injury within the past six months; who are significantly behaviorally disordered and who have acted out within the past six months (e.g., feces smearing, hunger strike, etc.); who are diagnosed as or who claim to have Gender Identity Disorder (GID); and who are regularly non-compliant with taking prescribed psychotropic medications.
- b. No Pennsylvania Inmate to be transferred to VDOC shall have severe medical problems, including but not limited to: HIV/AIDS, hemophilia, liver problems requiring renal dialysis, cancer requiring chemotherapy and/or radiation, known severe cardiac disease requiring regular off-site treatment, organ transplants, and paraplegia.
- c. All Pennsylvania Inmates transferred to Green Rock shall be Level 2, 3 or 4 under PDOC's classification system. Absent VDOC's consent, all

Pennsylvania Inmates to be transferred to VDOC shall meet the following security criteria, regardless of classified security level:

- Those with 35 years left to serve, including those with life sentences, must have served not less than 20 consecutive years.
- No history of escape from a secure facility within 15 years.
- No serious and/or chronic behavior problems
- No institutional conviction for Assault within the past 24 months.

**Section 6.3. Segregation.** VDOC shall have the discretion to place any Pennsylvania Inmate in detention or segregation for the safety and security of the inmate, other person, or the facility. However, to the extent that such segregation requires transfer to another VDOC facility, such transfer must be approved by PDOC.

**Section 6.4. Case management.** Case management will be accomplished in accordance with VDOC procedures, but there will be no VDOC classification or re-classification, except for internal management within the Facilities.

**Section 6.5. Sentence computation data.** Sentence computation shall be done by the PDOC in accordance with Pennsylvania Laws. Grievances and litigation concerning sentence computation shall be the non-delegable responsibility of PDOC and/or the Commonwealth of Pennsylvania.

**Section 6.6. Discipline.** Pennsylvania Inmates shall be subject to the rules and regulations of VDOC. Disciplinary procedures for Pennsylvania Inmates will be governed by VDOC procedure for inmate discipline. VDOC shall have physical control and the power to exercise disciplinary authority over all Pennsylvania Inmates.

- a. In exercising its disciplinary authority, the VDOC shall assure that:
  - i. The disciplinary action is reasonable and proportionate in relation to the violation;
  - ii. The action taken is impartial and non-discriminatory;
  - iii. The action is neither arbitrary nor retaliatory;
  - iv. The discipline is not physically abusive;

b. VDOC shall inform PDOC of disciplinary charges and sanctions imposed against Pennsylvania Inmates for violations of the rules and regulations of the VDOC. PDOC shall equate the VDOC infractions to the same or substantially similar violations of the PDOC Code of Inmate Discipline for purposes of maintaining the inmate's disciplinary record. Any consequence of an inmate's violation of VDOC rules and regulations shall carry through to PDOC upon the Pennsylvania Inmate's return to Pennsylvania. The appropriate Commonwealth's Attorney will be notified when an incident involves criminal misconduct by a Pennsylvania Inmate and possible prosecution. Criminal investigation and/or prosecution shall not preclude or delay VDOC disciplinary action.

**Section 6.7. Records and reports from VDOC.**

a. Immediate Notifications – VDOC shall immediately notify the PDOC Contract Liaison of the following events pertaining to Pennsylvania Inmates:

- (i) Inmate escape;
- (ii) Inmate death;
- (iii) Inmate hospitalization/medical emergency;
- (iv) Inmate temporary transfer to another facility; or
- (v) Serious misconduct by inmate (i.e. assault, etc.).

b. Notification on the next business day - VDOC shall provide notification and necessary documents to the PDOC Liaison on the next business day for the following matters pertaining to Pennsylvania Inmates:

- (i) Receipt of inmate grievance relating to sentence computation or the fact of transfer /incarceration in another state; or
- (ii) Use of force.

c. Quarterly Reports – VDOC will provide written reports to PDOC on a quarterly basis for Pennsylvania Inmates. The reports shall contain the following information for each inmate since the time of the last report or of the reception of the inmate by VDOC (whichever is most recent):

- (i) All misconducts and dispositions for the inmate;
- (ii) Dates and amounts of monetary deductions made from the inmate's account for the purpose of collection of restitution or any other court-ordered obligations;
- (iii) Summary of all grievances and dispositions for the inmate;
- (iv) Progress updates for any programs in which the inmate is participating (admission, completion, failure to complete, etc.); and

(v) Security issues.

d. VDOC shall submit other statistical and narrative reports, as reasonably requested by PDOC, to include but not limited to: bed counts, population summaries, reports on total services provided, admissions, and discharges.

e. VDOC shall comply with other reporting requirements dictated by Federal law for any incident or crime committed by or against a Pennsylvania Inmate including but not limited to the Prison Rape Elimination Act ("PREA"), 42 U.S.C. §15601, *et seq.* In addition, VDOC will comply with VDOC's PREA related standards and procedures as contained in VDOC Operating Procedure 038.3 (Sexually Abusive Behavior Prevention and Intervention). PDOC will request VDOC to investigate any reportable serious or significant incident involving a Pennsylvania Inmate that occurs at a VDOC facility. Investigations of alleged criminal activity involving a Pennsylvania Inmate at a VDOC facility shall be conducted by the Special Investigations Unit, Office of the Inspector General, Virginia Department of Corrections. PDOC may also conduct any investigation it deems necessary involving Pennsylvania Inmates at a VDOC facility.

**Section 6.8. Escapes.** Any Pennsylvania Inmate who escapes confinement while under the jurisdiction of the VDOC shall be subject to prosecution under Va. Code §§ 53.1-203 or 18.2-477 through 18.2-480 or other applicable law. Any Pennsylvania Inmate who escapes shall be subject to recapture through any action necessary, including the use of deadly force, by VDOC correctional officers and authorized law enforcement officials in the Commonwealth of Virginia. All costs in connection with the pursuit or recapture of the escapee will be borne by VDOC. The contract administrator shall be notified as soon as possible of an escape, but no later than 24 hours after the escape. Copies of all warrants relative to the escape shall be forwarded to PDOC within five (5) working days of the inmate's escape. Copies of all ongoing reports regarding the escape shall be provided to PDOC as said documentation is generated. In the case of an escape to a jurisdiction other than the Commonwealth of Virginia, the responsibility for the extradition or recapture proceedings is the responsibility of the PDOC. Nothing contained herein shall be construed to prevent or affect the activities of officers and agencies of any jurisdiction directed towards the apprehension and return of an escapee.

**Section 6.9. Segregation, isolation, detention, and protective custody.** Any Pennsylvania Inmate whose behavior warrants the special housing of administrative segregation (segregation) or protective custody may be placed in such statuses in accordance with VDOC procedures pending removal or reclassification by the PDOC. Except in emergencies, such inmates shall not be transferred to other VDOC facilities without prior notice to and approval from PDOC.

**Section 6.10. Confidentiality and release of Pennsylvania Inmate records.**

Pennsylvania Inmates' records shall be subject to the Commonwealth of Virginia's confidentiality and release of information procedures, including, but not limited to the Virginia Freedom of Information Act (§ 2.1-340 *et seq.* of the Code of Virginia) and the Privacy Protection Act of 1976 (§ 2.1-377 *et seq.* of the Code of Virginia). Except as required by law, VDOC shall not release any publicity or information concerning individual Pennsylvania Inmates, but may release publicity or information about the incarceration of Pennsylvania inmates in Virginia. Requests for such information shall be referred to PDOC. Nothing in this section prevents VDOC's official use of any information regarding Pennsylvania Inmates.

**ARTICLE 7**  
**PERSONAL PROPERTY**

**Section 7.1. Personal property.** Except as provided herein, Pennsylvania Inmates will conform to personal property standards of the VDOC. The VDOC shall provide the PDOC with a list of permissible items, and the PDOC shall be responsible for removing all prohibited personal items prior to transfer of Pennsylvania Inmates to the VDOC.

**Section 7.2. Clothing and hygiene items.**

- a. VDOC will transport Pennsylvania Inmates to and from Pennsylvania clad in VDOC scrubs and slippers. All PDOC inmate clothing will be left in Pennsylvania. Upon arrival in Virginia, VDOC shall cloth Pennsylvania Inmates in VDOC inmate uniforms and boots. Upon return to Pennsylvania all VDOC inmate clothing will be left in Virginia. VDOC shall provide Pennsylvania Inmates with sufficient outer and under clothing and bedding necessary for climatic condition and will provide periodic washing.
- b. VDOC shall also provide basic hygiene and cleaning items for PDOC inmates. Additional hygiene items and other goods may be made available to Pennsylvania Inmates through canteen/commissary, pursuant to VDOC operating procedures. VDOC shall provide basic hygiene items to indigent Pennsylvania Inmates. VDOC may deduct the cost of these items from the indigent Pennsylvania Inmate's account at such time as funds may be available. However, Pennsylvania Inmates shall not be denied basic hygiene items, regardless of the inmate's ability to pay for such items.
- c. Pennsylvania Inmates may purchase and use personal clothing items and other personal property such as CD players while in Virginia. Upon return to PDOC, all such property not permitted by the PDOC system will be taken from each Pennsylvania Inmate. He will be allowed to ship such items to

friends or relatives at his own expense. If he lacks sufficient funds to ship this personal property, such property will be boxed separately and turned over to PDOC in Pennsylvania to be dealt with as PDOC deems proper.

## **ARTICLE 8**

### **HEALTH CARE SERVICES**

**Section 8.1. General.** Subject to the terms and conditions of this Contract, the VDOC will provide necessary medical, dental, psychiatric, optometric, and medication services (to include over the counter medications) necessary to provide for the health and well-being of Pennsylvania Inmates in the same manner as it provides for Virginia inmates. The VDOC will follow all applicable federal and state laws and regulations and VDOC Operating Procedures. VDOC will also follow accepted medical and dental community standards of care for Virginia, not inconsistent with American Correctional Association health care standards and VDOC policies. Except in the case of an emergency, VDOC shall notify and obtain approval from PDOC prior to incurring any health care costs (medical, dental, mental health, etc.) for which PDOC will be liable in the manner provided above in Section 4.3 above.

**Section 8.2. Health care co-pay.** Pennsylvania Inmates will be charged a medical co-pay fee as required by Va. Code § 53.1-32 and in accordance with the procedures and schedule of fees set forth in DOP 733, Inmate Co-Payments for Health Care Services. No Pennsylvania Inmate will be denied access to health care services due to a lack of funds.

**Section 8.3. Pennsylvania Inmate Care.** The VDOC will provide primary care to include emergency care, nursing care, chronic care, and care for acute conditions, which can be managed on-site. Necessary infirmary nursing care available in either the Greensville Correctional Center or Powhatan Correctional Center infirmaries will be provided. Those Pennsylvania Inmates requiring continuous care beyond the capability of the infirmary shall be hospitalized. Consultative services will be arranged as necessary and appropriate.

**Section 8.4. Infection control.** The VDOC will implement and provide an infection control program to include, but not to be limited to, concurrent surveillance of patients and staff, prevention techniques, implementation of Bloodborne and Airborne Pathogens policy and treatment, and reporting of infections in accordance with accepted community standards of care for Virginia. Pennsylvania Inmates who have been tested for HIV+ prior to being sent to VDOC shall be free of AIDS. Pennsylvania Inmates who have not had a TB skin test (PPD) within twelve months prior to transfer shall be tested by the PDOC. Any Pennsylvania Inmate previously positive for TB shall have a subsequent negative chest X-Ray in his health record. Pennsylvania Inmates transferred to Virginia

shall be free of active TB disease. Pennsylvania Inmates who have previously had a negative skin test will be required to submit to an annual TB test while incarcerated in Virginia. Necessary medical treatment shall be provided by the VDOC to any Pennsylvania Inmate who tests positive while confined in Virginia. The VDOC shall not be responsible for care after a Pennsylvania Inmate has returned to Pennsylvania.

**Section 8.5. Dental.** The VDOC will provide dental care in accordance with accepted professional standards of care for Virginia so long as not inconsistent with the ACA standards of dental care. Care requiring off-site referral will also be arranged. Emergency dental conditions will have priority and will be provided as the emergency dictates. Routine dental care, which is requested, will be provided in the same manner as it is provided for Virginia inmates.. Care requiring off-site referral will also be arranged.

**Section 8.6. Optometry and Ophthalmologic Services.** VDOC shall provide on-site optometry services in accordance with accepted professional standards of care for Virginia so long as not inconsistent with ACA standards of optometric care. VDOC shall be responsible for diagnosis and treatment of eye disease. A qualified optometrist shall examine Pennsylvania Inmates with specific complaints. Optometry services shall include all medically necessary eyeglasses. Pennsylvania Inmates who have 20/40 vision or better in at least one eye uncorrected with neither eye being less than 20/40 corrected will not be given glasses unless they are presently wearing glasses or if the optometrist determines that glasses are medically necessary. Routine optometry care will be provided in the chronological order that it is requested, along with Virginia Inmates. Care requiring off-site referral will also be arranged. Pennsylvania Inmates requiring the care of an ophthalmologist as determined by a physician or other licensed health care practitioner shall be referred, subject to prior initial authorization review by VDOC's third party utilization management reviewer.

**Section 8.7. Mental health.** The VDOC will provide a range of mental health services including:

- a. Assessment and monitoring of inmates assigned to special housing;
- b. Crisis intervention services;
- c. Identification, tracking and provision of services to inmates with mental health services needs, including appropriate psychopharmacology;
- d. Documentation of all services provided;
- e. Following a court civil commitment proceeding, involuntary commitment to the VDOC's licensed psychiatric facility, the Marion Correctional Treatment

Center. In addition to a commitment order, a court order for treatment will also typically be sought. Such cases will be reviewed with PDOC for consideration of return to Pennsylvania in lieu of involuntary commitment to the Marion Correctional Treatment Center in Virginia.

**Section 8.8. Health records.** VDOC, using standard VDOC forms, shall assemble and maintain a health record for each Pennsylvania Inmate, including mental health and medical records that comply with accepted community standards of care for Virginia so long as not inconsistent with ACA standards. VDOC shall maintain confidentiality and privacy of health records. VDOC's health record shall remain the property of the VDOC. A copy of the record shall be returned to the PDOC with each Pennsylvania Inmate returning to Pennsylvania. VDOC will provide documentation to support PDOC or outside agency review.

**Section 8.9. Smoking Cessation.** VDOC shall offer smoking cessation services and the cost for such services shall be included Per Diem Base Rate. In addition, smoking cessation aids shall be made available to Pennsylvania Inmates to purchase in the inmate commissary. PDOC shall inform Pennsylvania Inmates that Green Rock is a non-smoking facility as far in advance of transfer to VDOC as possible.

## ARTICLE 9

### EMPLOYMENT, PROGRAMS, AND TREATMENT SERVICES

**Section 9.1. Case-management services.** Each Pennsylvania Inmate will be assigned a counselor to assist in his adjustment to prison and to guide his programming assignments.

**Section 9.2. Treatment planning.** Upon VDOC's receipt of each Pennsylvania Inmate, a VDOC counselor shall develop a treatment plan that will identify the Pennsylvania Inmate's primary and secondary programming needs. The Pennsylvania Inmate shall be referred to services based on the treatment plan, provided that no services shall be administered which are inconsistent with PDOC correctional plan for that inmate. The preceding sentence does not require VDOC to provide any programming or educational opportunities other than those listed in this Contract. The Pennsylvania Inmate's progress in meeting the treatment plan objectives shall be evaluated and documented quarterly by counselors on a written progress report. Evaluations and recommendations shall be submitted to PDOC quarterly or as otherwise requested by PDOC.

**Section 9.3. Programs.** The VDOC shall provide programs for Pennsylvania Inmates at Green Rock that are consistent with those offered to similarly situated Virginia Inmates.

- a. VDOC shall provide the following programs at Green Rock to Pennsylvania Inmates on the same basis as they are provided to Virginia Inmates and all costs for such programs will be included Per Diem Base Rate:
  - i. Substance Abuse Program;
  - ii. Narcotics Anonymous;
  - iii. Alcoholics Anonymous;
  - iv. Dads, Inc. (parenting);
  - v. Breaking Barriers Program;
  - vi. Anger Management Program;
  - vii. Grief and Loss Issues;
  - viii. Thinking for a Change Program;
  - ix. Sex Offender Awareness Program (SOAP); and ;
  - x. Preventing Recidivism by Educating for Parole Success (PREPS).

**Section 9.4. Employment and inmate pay.** Pennsylvania Inmates may be required to work while confined within the VDOC and may be assigned to employment in institutional work assignments based on health, ability and suitability. Provided they are qualified and provided institutional work assignments are available, Pennsylvania Inmates shall be provided work opportunities on the same basis as Virginia inmates. Pennsylvania Inmates shall be paid wages in accordance with the VDOC's inmate pay plan and on the same basis as similarly situated inmates of the VDOC. VDOC shall be responsible for payment of inmate wages earned by Pennsylvania Inmates through institutional work assignments. VDOC shall not contract to provide Pennsylvania Inmate labor to private entities, unless pursuant to a federally certified Prison Industries E Enhancement (PIE) program. PDOC reserves the right to pay Pennsylvania Inmates incentive pay for education or program participation and/or stipends. Any such payments shall be at the sole discretion of PDOC and shall not affect eligibility for institutional work assignments.

**Section 9.5. Education, training and library services.** Education, training, and library services shall be provided for Pennsylvania Inmates at Green Rock that are consistent with those offered to similarly situated Virginia Inmates.

a. The following educational opportunities will be provided to Pennsylvania Inmates at the Green Rock by the Virginia Department of Correctional Education on the same basis as they are provided to Virginia Inmates:

- i. Adult Basic Education (ABE), including Pre-GED (General Educational Development) and GED courses (four classrooms);
- ii. Special Education Program (SPED) (one classroom);
- iii. Library services, to include fiction and non-fiction reading materials, news journals and periodicals;; and
- iv. Correctional Technical Education courses:
  1. CAD/Drafting;
  2. Custodial Maintenance & Sanitation;
  3. Electricity;
  4. Surveying;
  5. HVAC (Heating, Ventilation & Air Conditioning); and,
  6. Offender Workforce Development Services (offered only within two years prior to release.)
    - a. Productive Citizenship Series
    - b. Pre-Release Planning/Preparation

b. All educational offerings by the Virginia Department of Correctional Education are subject to adjustment and change from time to time as new programs are developed, old programs are improved and/or old programs are superseded. While exact educational offerings may vary somewhat over the term of the contract, the same general level of educational opportunities will be provided.

c. Additional educational offerings may be provided as mutually agreed upon by the parties.

d. The following educational records will be provided by PDOC:

- An original or certified copy of all educational records for any (i) inmate under age 18 or (ii) for any inmate under age 22, who identifies that he has received special education services in the past.
- For any individual who has not completed high school or a GED, records providing, at a minimum, test scores from any standardized educational tests within the last 18 mos. and the most recent educational plan or information indicating instructional goals and progress.
- GED Information to be provided by PDOC will include GED testing histories from 2002 forward. In the event that Virginia and Pennsylvania utilize the same GED scoring vendor, the parties will work with the vendor to allow VDOC to access GED test histories/scores of Pennsylvania Inmates. Upon request, copies of GED records will be verified with the signature of the person(s) in charge of keeping such records or the original.

**Section 9.6. Release planning.** Residence and employment upon release are the Pennsylvania Inmate's responsibility. VDOC institutional counselors shall assist Pennsylvania Inmates in considering options or referring Pennsylvania Inmates to outside resources, with the help of PDOC. Pennsylvania Inmates shall not be released from a VDOC Facility. All Pennsylvania Inmates shall be returned to the custody of the PDOC and returned to the Commonwealth of Pennsylvania for release.

## **ARTICLE 10** **INMATE TRUST FUND**

**Section 10.1. Transfer of Pennsylvania Inmate trust funds.** Each Pennsylvania Inmate's personal funds shall be transferred to the VDOC when the Inmate is transported to VDOC and shall be deposited in the VDOC Inmate Trust Fund to the Pennsylvania Inmate's credit. Each month, PDOC shall notify the business office at each of the VDOC Facilities of the total amount of funds, if any, to be deducted from each Pennsylvania Inmate's account. Those funds shall be transferred to the PDOC's Business Office to allow for deduction from Pennsylvania Inmates' accounts for the purpose of meeting monthly obligations, including, but not limited to fines, court fees, restitution, child support, and other obligations as required by Pennsylvania Laws. Apart from those funds transferred to the PDOC's Business Office, Pennsylvania Inmates shall have access to their funds in accordance with Virginia law and VDOC policies and procedures. Upon return of the Pennsylvania Inmate to the custody of PDOC, VDOC shall transfer the Pennsylvania Inmate funds in the amount due to the Pennsylvania Inmate at the time of return. Earned but unpaid wages, if any, will be sent to PDOC for each returned

Pennsylvania Inmate in the normal VDOC cycle of wage payment. VDOC shall provide PDOC with information on any Pennsylvania Inmate's personal funds upon the request of PDOC.

**Section 10.2. Commissary.** Pennsylvania Inmates may purchase personal items from the commissaries operated by each Facility. Purchases will be debited against the Pennsylvania Inmate's trust fund account. The VDOC may expend net profits from commissary operations and interest on trust funds accounts in the manner provided in Va. Code §§ 53.1-27 and 53.1-44 and VDOC policies and procedures. Smoking cessation aids shall be made available to Pennsylvania Inmates to purchase in the commissary.

## **ARTICLE 11** **DEATH OF AN INMATE**

**Section 11.1. Notification.** In the event a Pennsylvania Inmate dies in VDOC custody, the VDOC shall immediately notify the PDOC contract administrator. A fingerprint (right thumb or right index) of the deceased inmate shall be taken. The local medical examiner shall review all deaths and the remains shall be transported to the nearest state medical examiner, who will determine the need for an autopsy. VDOC shall request that an autopsy be done on all Pennsylvania Inmates who die while in Virginia, but PDOC understands and acknowledges that VDOC cannot compel the state medical examiner to perform an autopsy. All Pennsylvania Inmate deaths will be reviewed by the VDOC's internal affairs unit. If the VDOC internal affairs unit suspects that death resulted from suspicious or unnatural causes, the unit shall initiate a criminal investigation or shall refer the matter to an appropriate law enforcement agency as authorized by the Governor of Virginia. VDOC will conduct a morbidity and mortality review following the death of any Pennsylvania Inmate and make its findings known to PDOC. Upon PDOC request, VDOC will provide copies of all reports, investigation, autopsy records or other records related to the death of the inmate. VDOC will also participate in any morbidity and mortality review conducted by PDOC upon the death of a Pennsylvania Inmate.

**Section 11.2. Disposition of remains.** PDOC's contract administrator shall furnish instructions and information regarding the disposition of the body. All expenses relative to necessary preparations of the body and shipment or express charges, pursuant to the contract administrator's instructions, shall be reimbursed by the PDOC. The Parties may arrange to have the VDOC arrange for cremation and all other matters related or incidental thereto. All expenses shall be paid by the PDOC. The provisions of this paragraph shall govern only the relations between the Parties and shall not diminish or otherwise affect the liability of any relative or other person associated with the deceased, and such shall not relieve any other person of any expenses connected therewith.

**Section 11.3. Return of health record.** A copy of the deceased Pennsylvania Inmate's health record shall be returned to PDOC, after all documentation regarding the inmate's death has been entered, in the same manner as copies are provided for Pennsylvania Inmates who are returned to Pennsylvania.

## **ARTICLE 12** **URINALYSIS**

**Section 12.1 Urinalysis.** The VDOC has a zero-tolerance policy towards inmate substance abuse and aggressively works to deter and detect use of illicit substances through search processes, testing programs, and inmate education. Urine testing is conducted at any time based on suspicion or as a general security tool. At a minimum, random drug testing of 5% of Facility populations will occur monthly for the following substances: THC, cocaine, barbiturates, opiates, benzos, alcohol, amphetamine, methamphetamine, PCI, and LSD. Inmates determined to be using illicit substances or who refuse to provide a test sample will receive sanctions which may include but not be limited to: disciplinary action, failure to earn privileges, restriction from contact visits for 180 days, referral to substance abuse programming, custody increases, and/or criminal charges.

## **ARTICLE 13** **VISITATION**

**Section 13.1. Visitation.** Pennsylvania Inmates shall be permitted visits from family and friends in accordance with the VDOC's visitation procedures. A background check may be required of visitors.

**Section 13.2 Video Visitation.** The parties agree to establish and utilize video-conferencing ("VC") equipment for communications by Pennsylvania Inmates as follows:

- a. VDOC will provide and operate, at its cost, VC equipment at Green Rock (or other Facilities as necessary) and supporting services. VDOC will initially install and maintain one VC unit at Green Rock for the purpose of Pennsylvania Inmate video visitation. If experience demonstrates that additional units are needed, VDOC will install a sufficient number of functioning VC units to ensure that all inmate visitation and legal proceeding communications can be accommodated as set forth below. A test has shown both parties' existing VC equipment and concomitant services to be compatible. Neither will install incompatible VC equipment and services for use in video conferencing at Green Rock during the course of this Contract.

- b. VDOC will be responsible for any fixed monthly telecommunication service fees. PDOC will be responsible for long distance calling fees associated with VC equipment usage, so long as such fees are incurred for the benefit of Pennsylvania Inmates.
- c. VC equipment shall be regularly utilized for the purpose of conducting inmate visitation. PDOC shall allow approved inmate visitors to conduct virtual visits from designated Pennsylvania sites to Pennsylvania Inmates. VDOC shall be responsible to maintain a sufficient number of functioning VC units so as to ensure that all inmate visitation demands from PDOC are satisfied. Normally video visitation will take place during Green Rock's regular visiting hours on weekends and holidays, but if necessary to meet visitation demand, Green Rock may schedule virtual visitation at other times in coordination with PDOC.
- d. VC equipment shall also be used to facilitate legal proceedings as necessary and VDOC shall also be responsible to maintain a sufficient number of functioning VC units so as to also ensure that all demands for VC legal proceedings are satisfied. For purposes of this Contract, the term "legal proceedings" shall include, but not be limited to, criminal or criminal appeal hearings, parole hearings, administrative hearings, discovery disputes, resolution of pre-trial matters, attorney-client visitation, family court matters dealing with termination of parental rights, inmate misconduct hearings, civil cases relative to the federal or Pennsylvania state courts involving PDOC actors as parties, and/or inmate marriages. The term "legal proceedings" shall not include private inmate civil cases relative to federal, state or county courts.
- e. VDOC has the capability of handling up to six simultaneous ISDN calls external to VDOC. All of the obligations of VDOC set forth above in this Section 13.2 are subject to and conditioned upon that limitation. To the extent that it is necessary, VDOC and PDOC will work together to schedule video visitation, legal proceedings, etc. at Green Rock to accomplish all necessary video conferencing, including telemedicine, training, conferences, and other institutional uses, together with VDOC's other ISDN usage, within this six simultaneous ISDN call constraint.

**ARTICLE 14**  
**LEGAL MATERIALS AND ACCESS TO COURT**

**Section 14.1. Legal materials.** The PDOC shall provide, at its own cost, all state and federal legal reference works required by law to enable Pennsylvania Inmates to

adequately research Pennsylvania's state and federal law regarding issues arising out of their incarceration. Reference works shall include, but not be limited to, District Court cases of the Federal District Courts located in Pennsylvania and 3<sup>rd</sup> Circuit Court of Appeal decisions. PDOC will procure and retain ownership of the application software license and/or online subscriptions for Pennsylvania legal reference applications and make them available for use at Green Rock. In addition, VDOC will provide Virginia specific legal research materials for the benefit of Pennsylvania Inmates. VDOC shall provide and support desktop IT equipment to be used by trained Pennsylvania Inmate legal research assistants, who will help other Pennsylvania Inmates to do their legal research by accessing legal reference material for them. VDOC will provide two computers for this purpose, one for Pennsylvania and one for Virginia legal materials. The parties agree to increase the number of computers and software as necessary to accommodate demand. Legal research will take place in VDOC's institutional law library at Green Rock by Pennsylvania Inmates in the same manner as legal research is conducted by Virginia Inmates.

**Section 14.2. Hearings.** VDOC shall provide adequate facilities for hearings by authorities of the Commonwealth of Pennsylvania to which a Pennsylvania Inmate may be entitled by the laws of Pennsylvania.

## **ARTICLE 15**

### **INMATE TELEPHONE SERVICE**

**Section 15.1. Telephone Service.** Access to telephones by Pennsylvania Inmates shall be restricted to collect calls placed via the Inmate Telephone Service provided by the VDOC for its inmates. All telephone calls will be recorded and monitored and use of the Inmate Telephone Service by a Pennsylvania Inmate constitutes consent by the Pennsylvania Inmate to the recordings and monitoring of telephone calls and to all other rules regulating access and use of the Inmate Telephone Service. VDOC uses an automated process whereby an inmate creates his own call list of up to 15 telephone numbers. This automated process does not require pre-approval of the telephone numbers placed on the call list, however, VDOC reserves the right to require pre-approval of persons a Pennsylvania Inmate may call, including Pennsylvania Inmates' legal counsel, and to block Pennsylvania Inmate phone calls to telephone numbers for persons considered to create security risks. All persons on the Pennsylvania Inmate call list must consent to receiving telephone calls from that Pennsylvania Inmate, agree to pay for all collect calls, and consent to the recording and monitoring of their telephone calls, in advance. Telephone calls to or from an inmate's legal counsel will not be recorded and/or monitored, provided that the identity of the legal counsel and the legal counsel's telephone number can be verified in advance of any such telephone calls. VDOC shall facilitate telephone calls between a Pennsylvania Inmate and his attorney in a manner

consistent with the facilitation of calls between a similarly situated Virginia inmate and his attorney.

## **ARTICLE 16** **PAROLE HEARINGS**

**Section 16.1. Parole Hearings.** The Pennsylvania Board of Probation and Parole (“PBPP”) shall be responsible for parole interviews for Pennsylvania inmates designated by the PDOC as eligible for parole. VDOC shall provide necessary meeting space, access to files by the PBPP and the presence at the interview of the Pennsylvania Inmate’s counselor. In the alternative, if the PBPP wishes to conduct parole hearings via telephone or videoconference, VDOC will cooperate in making the arrangements for such long distance hearings.

## **ARTICLE 17** **RIGHT OF INSPECTION**

**Section 17.1. Inspection and monitoring.** PDOC officials shall have the right to inspect, at any reasonable time, the Facilities in which Pennsylvania Inmates are confined to ensure compliance with this Contract. PDOC may designate a Contract Liaison(s) to regularly review contract compliance and the condition of Pennsylvania Inmates housed in VDOC facilities. The PDOC Contract Liaison(s) shall be granted reasonable access to VDOC facilities housing Pennsylvania Inmates. The PDOC Contract Liaison(s) shall be granted reasonable access to Pennsylvania Inmates and their records.

**Section 17.2. Administrative support of Contract Liaison(s).** VDOC will provide PDOC’s Contract Liaison(s) with reasonable and appropriate office space at Green Rock, and other necessary administrative support, as is mutually agreeable to both parties, including but not limited to provision and support of personal computer(s) with the capability to access Commonwealth of Pennsylvania information systems.

### **Section 17.3. Official Visitors from Pennsylvania.**

- a. VDOC shall allow “official visitors” from Pennsylvania to visit the Facilities housing Pennsylvania Inmates, except that such visits may be delayed, if in the judgment of the chief VDOC Facility administrator, the visit would be dangerous to the welfare of the Facility or the safety of the visitor. Official visitors must notify PDOC of plans to visit VDOC Facilities in advance of any such visit. PDOC will notify VDOC of the details of such planned visits. Official visitors will be permitted to enter such Facilities where Pennsylvania Inmates are held during normal business hours (9 a.m. through 5 p.m.) and will be permitted to privately interview any Pennsylvania Inmates confined therein.

b. For purposes of this Section, "official visitors" from Pennsylvania means the Governor, Lieutenant Governor, members of the Senate and House of Representatives, justices, and judges of the courts of record, the General Counsel, the Attorney General and Deputies, and authorized members of the Pennsylvania Prison Society who have been designated as official visitors, whose names shall be given to the correctional official in charge of the appropriate Facility in writing by PDOC, together with the terms of their appointment under their corporate seal.

c. Each official visitor will be permitted to be accompanied by one employee of the official visitor. Except for the privileges specifically granted in this Section, official visitors and their employees will be subject to all VDOC prison rules and regulations.

## **ARTICLE 18** **CONTRACT ADMINISTRATION**

**Section 18.1. Contract administrators.** Each Party to this Contract shall appoint a contract administrator or contact person. The contract administrator for the VDOC shall be John M. Jabe, Deputy Director, Virginia Department of Corrections, 6900 Atmore Drive, Richmond, Virginia 23225. Telephone 804-674-3010 Extension 1115. FAX: 804-674-3509. The contract administrator for the PDOC shall be Mardi Vincent, Director of the Office of Population Management, Pennsylvania Department of Corrections, 50 Utley Drive, Camp Hill, Pennsylvania 17011. Telephone 717-731-7010 FAX: 717-731-7114. Contract administrators designated herein may be replaced by written notice to the other Party.

**Section 18.2. Notice, Invoices and other correspondence.** All notices must be given in writing and shall be deemed given when delivered to, or deposited in the mail via certified mail, return receipt requested, to the above listed contract administrators. All reports, billings, and correspondence to the respective Parties to the Contract shall also be sent to the addresses listed above, except that all invoices and billing sent to PDOC shall be sent to Tim Ringler, Director of Administration, Pennsylvania Department of Corrections, P.O. Box 598, Camp Hill, PA 17001-0598.

## **ARTICLE 19** **RESPONSIBILITY FOR LEGAL PROCEEDINGS**

**Section 19.1. Legal Proceedings.** The Commonwealth of Virginia shall defend, at its expense, any claim arising from the conditions of confinement in the Commonwealth of Virginia and actions brought against Virginia Officials. The Commonwealth of Pennsylvania shall be responsible for defending, at its expense, all legal proceedings

relating to a Pennsylvania Inmate's conviction or sentence; any action arising out of the transfer of a Pennsylvania Inmate to a Virginia Facility; and any suit brought against any Pennsylvania Official.

## **ARTICLE 20** **GOVERNING LAW AND COURTS**

**Section 20.1. Adherence to laws, rules and regulations.** At all times during the performance of this Contract, the VDOC and the PDOC shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established. Except as otherwise provided by applicable law, inmates from PDOC, while in the custody of VDOC pursuant to this Contract, shall be subject to all laws and regulations of the Commonwealth of Virginia applicable to persons committed for violation of law of Virginia and which are not inconsistent with the sentence imposed by the Commonwealth of Pennsylvania. To the extent that any existing or future court orders or consent decrees exist which apply specifically to Pennsylvania Inmates and which confer extra obligations and duties on the PDOC and the VDOC to Pennsylvania Inmates not contemplated in this Contract, the PDOC shall be responsible for performing these obligations and duties at their expense.

**Section 20.2. Interstate Corrections Compact.** This Contract is entered into pursuant to the authority of the Interstate Corrections Compact entered into between the Parties. The Interstate Corrections Compact constitutes VDOC's legal basis for holding Pennsylvania Inmates in Virginia.

## **ARTICLE 21** **ASSIGNMENT**

**Section 21.1. Assignment.** Except as provided for in this Contract, the VDOC shall have the right to subcontract any of the services to be performed within the VDOC under this Contract. The VDOC shall ensure that the subcontractor will comply with all the provisions of this Contract. Subcontracting out some portion of the VDOC's obligations under this Contract shall in no way release the VDOC from its obligation to perform that or any other portion of this Contract or in any manner diminish its responsibility therefore.

**ARTICLE 22**  
**ENFORCEMENT, THIRD PARTY CLAIMS**

**Section 22.1. Third party beneficiaries.** This Contract is for the sole and exclusive benefit of the signatory Parties. The Contract shall not be construed so as to bestow any benefit upon any other persons or entities and shall give rise to no legal right in such other persons or entities. Most specifically, this Contract shall not be construed to bestow any legal rights upon any Pennsylvania Inmate or VDOC Inmate.

**ARTICLE 23**  
**MODIFICATION**

**Section 23.1. Modifications.** Except as otherwise provided herein, this Contract shall not be altered, changed or amended except by a written agreement executed by the Parties hereto in the same manner as the original Contract.

**Section 23.2. Compensation adjustment for change of services.** The Parties recognize that each has entered into this Contract based upon the current laws, Court Orders, state policies and standards in effect as of the Effective Date of the Contract. If VDOC reduces the services required by this Contract, or if there are any substantial changes in standards, laws, government regulations or Court Orders applicable to the VDOC, which necessitate changes in the scope of services furnished hereunder so as to increase or decrease the cost of operating and managing a Facility or performing other services contemplated in this Contract, the Party believing such a condition exists may provide reasonable notice, in writing to the other Party requesting an adjustment in the compensation paid to VDOC. The Party making the request shall provide documentation supporting the requested compensation adjustment. Once notified, the receiving Party shall, within 30 days, advise whether or not they agree to the adjustment in compensation requested.

**ARTICLE 24**  
**MATERIAL BREACH**

**Section 24.1. Material Breach by the PDOC.**

- a. The following shall constitute a material breach of contract on the part of PDOC for which the VDOC may terminate the Contract:
  - i) Non-Payment. A failure by PDOC to make payments to VDOC under this Contract, except for such payments as may be the subject of a valid

dispute between the Parties. In addition, delayed payments as a result of a temporary budget impasse in the Commonwealth of Pennsylvania will constitute a Force Majeure and shall not constitute a material breach. Such a budget impasse shall not excuse payment in full, but shall delay the due date for payment until the budget impasse has been resolved. In the event of such a delay, PDOC agrees to make all efforts to expedite any monies due to VDOC once the impasse is resolved and funds are again available.

ii) Other material breach. An act or omission by PDOC which causes VDOC to be unable to perform its obligations under this Contract, the persistent or repeated failure or refusal by PDOC to substantially fulfill any of its other obligations under this Contract, unless justified by Force Majeure or excused by VDOC's material breach.

- b. In the event of a material breach of contract by the PDOC, VDOC shall notify the PDOC in writing within thirty (30) days after VDOC becomes aware of the breach. The notice shall contain a description of the alleged breach. PDOC shall be afforded a thirty (30) day period in which to effect a cure or in which to take reasonable steps to effect a cure. If any cure is commenced within the term permitted which will take more than the time allotted above to effect a cure, then PDOC shall be allowed reasonable additional time.
- c. In the event PDOC fails to effect a cure within the cure period specified herein, VDOC may pursue any remedy available at law or equity.

#### **Section 24.2. Material Breach by the VDOC.**

- a. The following shall constitute a material breach of contract on the part of VDOC for which the PDOC may terminate the Contract:
  - i) An act or omission by VDOC which causes PDOC to be unable to perform its obligations under this Contract, the persistent or repeated failure or refusal by VDOC to substantially fulfill any of its other obligations under this Contract, unless justified by Force Majeure or excused by PDOC's material breach.
- b. In the event of a material breach of contract by VDOC, PDOC shall notify VDOC in writing within thirty (30) days after PDOC becomes aware of the breach. The notice shall contain a description of the alleged breach. VDOC shall be afforded a thirty (30) day period in which to effect a cure or in which to take reasonable steps to effect a cure. If any cure is commenced within the

time permitted which will take more than the time allotted above to effect a cure, then VDOC shall be allowed reasonable additional time.

- c. In the event VDOC fails to effect a cure within the cure period specified herein, PDOC may pursue any remedy available at law or equity.

**Section 24.4 Non-Waiver of Breaches.** The waiver of any breach of any term or condition in this Contract, whether a material or non-material breach, shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

## **ARTICLE 25**

### **HEADINGS AND INTERPRETATION**

**Section 25.1. Headings.** The headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

**Section 25.2. Interpretation.** All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

## **ARTICLE 26**

### **FORCE MAJEURE**

**Section 26.1. Force Majeure.** No Party to this Contract shall be responsible for delays or failures in performance from acts beyond the reasonable control of such Party, and which could not have been avoided through the exercise of due care.

## **ARTICLE 27**

### **INDEPENDENT CONTRACTOR**

**Section 27.1. Independent contractor.** VDOC is an independent contractor with respect to PDOC under this Contract. This Contract shall not be construed as to make VDOC an agent of PDOC. The PDOC shall remain, at all times, the legal custodian of the Pennsylvania Inmates.

**ARTICLE 28**  
**SEVERABILITY**

**Section 28.1. Severability.** In the event that any provision of this Contract shall be held to be invalid, the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

**ARTICLE 29**  
**SCOPE OF THE CONTRACT**

**Section 29.1. Scope of the Contract.** The Parties shall be bound by the terms of this Contract. The Contract consists of this document entitled “Correctional Services Contract between the Pennsylvania Department of Corrections and the Virginia Department of Corrections”, together with all appendices, exhibits, amendments and modifications. This Contract incorporates all the agreements, covenants, negotiations and understandings between the Parties hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless expressly embodied in this Contract.

**ARTICLE 30**  
**BINDING NATURE**

**Section 30.1. Binding Nature.** This Contract shall not be valid, enforceable or binding until it is approved and executed by the Parties and has been approved by the following Pennsylvania officials: the Secretary for PDOC; PDOC’s Office of Chief Counsel; the Pennsylvania Office of General Counsel; the Pennsylvania Office of Attorney General; and the Pennsylvania Office of the Comptroller.

**ARTICLE 31**  
**SOVEREIGN IMMUNITY**


**Section 31.1. Sovereign Immunity.** The Commonwealth of Pennsylvania and the Pennsylvania Department of Corrections do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to 42 Pa.C.S. § 8521 *et seq.* and all other state law. Likewise, the Commonwealth of Virginia and the Virginia Department of Corrections do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to the Commonwealth as sovereign. By entering into this Contract neither the Commonwealth of Pennsylvania and its agencies nor the Commonwealth of

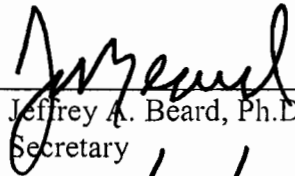
Virginia and its agencies waive any immunity defenses that may be extended to them by operation of law, including but not limited to limitations on the amount of damages that may be awarded or paid.

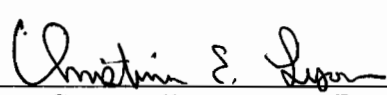
In Witness whereof, intending to be legally bound, the Parties have caused their authorized representatives to execute this Contract as shown below.

Virginia Department of Corrections

Pennsylvania Department of Corrections

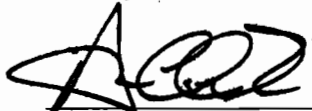
By:   
Gene M. Johnson  
Director  
2-1-10  
Date

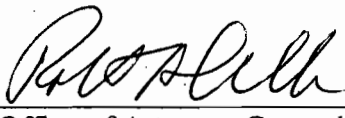
By:   
Jeffrey A. Beard, Ph.D.  
Secretary  
2/2/10  
Date

 2/8/10  
Comptroller Date  
Commonwealth of Pennsylvania ME 400014558

APPROVED AS TO FORM AND LEGALITY:

 2/2/10  
Office of Chief Counsel Date  
Pennsylvania Department of Corrections

 2.3.10  
Office of General Counsel Date  
Commonwealth of Pennsylvania

 2/8/10  
Office of Attorney General Date  
Commonwealth of Pennsylvania

FUND	1001309000
COST CENTER	1119223094
GL	6343117
AMOUNT	\$ 8,246,000
FUND	1001310000
COST CENTER	1119223094
GL	6343117
AMOUNT	\$ 22,630,000
FUND	1001311000
COST CENTER	1119223094
GL	6343117
AMOUNT	\$ 23,196,000
FUND	1001312000
COST CENTER	1119223094
GL	6343117
AMOUNT	\$ 23,776,000
FUND	1001313000
COST CENTER	1119223094
GL	6343117
AMOUNT	\$ 24,370,000
FUND	1001314000
COST CENTER	1119223094
GL	6343117
AMOUNT	\$ 17,485,000
<b>TOTAL</b>	<b>\$ 119,703,000</b>

4- 14558